NOTICE AND AGENDA FOR
COMMITTEE OF THE WHOLE/SPECIAL VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, SEPTEMBER 10, 2024 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 .

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance to the Flag**
5. **Approval of minutes for the Special Village Board meeting/Retreat on Tuesday, July 30, 2024, and Committee of the Whole and the Special Board Meeting of the Board of Trustees on Tuesday, August 6, 2024, and Special Village Board Meeting on Monday, August 12, 2024.** **10**
6. **Oaths, Reports, Proclamations, Announcements and Appointments**
7. **COMMITTEE OF THE WHOLE AGENDA ITEMS:**
8. **Finance Management Reports:**
   - A. Financial Report in the amount of $2,161,699.74. 20
   - B. Warrant List #200553 dated, August 31, 2024, in the amount of $3,502,249.38. 119
9. **Village President's Report: None**
10. **Public Comments:**
11. **Village Manager's Report:**
    - A. Status Report regarding: Monthly Reports by Village Manager and Department Heads. 148
    - B. Status Report regarding: Approval of Scope of Work (Scanning Services) Invoice dated May 21, 2024 for Phase II of IT Upgrade Project to be Completed by Proven IT of Tinley Park, Illinois (IT Upgrades to HR Department, Code Enforcement Department, Community 154

Development Department, Public Works Department, Police Department, Fire Department and Community Engagement Department) in an amount not to exceed $80,370.00 with Bid Waiver. (Source of Funds: General Funds). See Village Staff Memo dated September 4, 2024. (Motion listed below under the Omnibus portion of the Agenda).

C. Status Report regarding: Approval of Job Proposal dated August 25, 2024 and issued by Gino's Heating & Plumbing, Inc. of Broadview, Illinois for Emergency Street Rehabilitation Work at 10 Locations in the amount of $64,784.00 with Bid Waiver. (Source of Funds: General Funds). See Village Staff Memo dated August 26, 2024. (Motion listed below under the Omnibus portion of the Agenda). 160

D. Status Report regarding: Approval of the Execution of an Invoice dated August 17, 2024 and issued by Gino's Heating & Plumbing, Inc. of Broadview, Illinois for Emergency Water Main Repair Work within the 2nd Avenue and Washington Boulevard rights-of-way near Garden House in the amount of $11,707.80 with Bid Waiver. (Source of Funds: General Funds). See Village Staff Memo dated August 26, 2024. (Motion listed below under the Omnibus portion of the Agenda). 163

E. Status Report regarding: Approval of Maywood Police Department At-Risk Resident Recognition Program. See Village Staff Memo dated August 26, 2024. (Motion listed below under the Omnibus portion of the Agenda). 173

F. Status Report regarding: Renewal of Part-Time Independent Contractor Agreement For Certified, Responsible Water Operator In Charge Services To Assist Public Works and Water Department (Part-Time Employee: Paul Dowd) with hourly rate adjustment. (Resolution listed below under the Omnibus portion of the Agenda). 182

G. Status Report regarding: Approval of Estimate 1221 dated August 6, 2024 and issued by Premium Contractor Services, Inc. of Chicago, Illinois in the amount of $72,000.00 for Completion of Phase 2 Alley Improvements (Placement River Rock on shoulders of Paved Alleys) with a Bid Waiver. (Source of Funds: ARPA Funds). See Village Staff Memo dated September 10, 2024. (Motion listed below under the Omnibus Portion of the Agenda). 197

H. Status Report regarding: Approval of Security Contracts with Airtight Security (contract amount: $17,280.00) and Illinois Special Patrol (contract amount: $6,160.00) for the 2024 Maywood Fest. (Source of Funds: General Funds and Maywood Police Department Asset Forfeiture Account). See Village Staff Memo dated August 15, 2024. (Motion listed below under the Omnibus Portion of the Agenda). 199

I. Status Report regarding: Approval of Invoice dated April 30, 2024 and issued by 1st All Around Company of Lyons, Illinois in the amount of $14,500.00 for asbestos removal work at 149 South 18th Avenue Property as part of demolition of an abandoned, dilapidated structure with a Bid Waiver. (Source of Funds: Illinois Housing Development Authority's Strong Communities Program Grant Funds). See Village Staff Memo dated September 4, 2024. (Motion listed below under the Omnibus Portion of the Agenda). 218

J. Status Report regarding: Approval of Demolition Estimate dated September 4, 2024 and issued by Master Guys Demolition, Inc. of Hickory Hills, Illinois in the amount of $78,990.00 To Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure and Parking Lot Removal at the 900 South 5th Avenue Property with a Bid Waiver. See Village Staff Memo dated September 4, 2024. (Source of Funding: Madison Street / Washington Street Tax Increment Financing District (TIF) Fund.) (Motion listed below under the Omnibus Portion of the Agenda). 224

K. Status Report regarding: Approval of Demolition Estimate dated September 4, 2024 and issued by Premium Contractor Services, Inc. of Chicago, Illinois in the amount of $33,500.00 to Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure at the 1600 South 1st Avenue Property with a Bid Waiver. See Village Staff Memo dated September 5, 2024. (Source of Funding: Madison Street / Washington Street Tax Increment Financing District (TIF) Fund.) (Motion listed below under the Omnibus Portion of the Agenda). 232

L. Status Report regarding: Approval of Demolition Proposal dated June 16, 2024 and issued by Restore of Melrose Park, Illinois in the amount of $27,000.00 to Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure at the 1105 South 1st Avenue Property with a Bid Waiver. See Village Staff Memo dated September 5, 2024. (Source of Funding: Madison Street / Washington Street Tax Increment Financing District (TIF) Fund.) (Motion listed below under the Omnibus Portion of the Agenda). 234

M. Status Report regarding: Approval of Demolition Proposal dated June 16, 2024 and issued by Restore of Melrose Park, Illinois in the amount of $25,000.00 to Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure at the 1101 South 1st Avenue Property with a Bid Waiver. See Village Staff Memo dated September 5, 2024. (Source of Funding: Madison Street / Washington Street Tax Increment Financing District (TIF) Fund.) (Motion listed below under the Omnibus Portion of the Agenda). 236

12. **Village Attorney Report:**

A. Status Report regarding: Approval of a Proposal dated August 9, 2024 with Triggi Construction, Inc. of West Chicago, Illinois for the Completion of ADA Compliant Sidewalk and Crosswalk Improvements at the Intersection of 10th Avenue and Randolph Street Within the Village of Maywood with a Bid Waiver (Contract Price: $39,030.00). (Source of Funds: General Funds.) Request of Village Engineer and Village Attorney (Motion listed below under the Omnibus Portion of the Agenda). 238

B. Status Report regarding: Approval of Maywood Village Code Amendment Ordinance updating various Sections within Chapter 130 (General Offenses: Offenses Pertaining to Property) of Title XIII (General Offenses) of the Maywood Village Code to Prohibit the Sale to and Possession of Spray Paint Cans by Minors and to Make Other Related Changes. See Village Attorney Memo dated September 4, 2024. (Ordinance listed below under the Omnibus portion of the Agenda). 239

C. Status Report regarding: Approval of Change Order Number 1 in the Amount of $7,087.50 to the Agreement entered into with Traffic Control Company for performance of the 2024 Pavement Striping Program, and the Appropriation and Expenditure of Madison Street / 5th Avenue TIF District Funds and Village General Corporate Funds to pay for the Additional Work (New Program Cost: $30,712.50) (Source of Funds: Madison TIF District Funds and General Funds.) See Village Attorney Memo dated September 4, 2024. (Ordinance listed below under the Omnibus Portion of the Agenda). 255

D. Status Report regarding: Approval of Amendments to Section 30.01 (President) And Section 30.27 (Compensation Of Trustees) Chapter 30 (Village Administration) Title III (Administration) of the Maywood Village Code Relative to the Compensation of the Village President and Village Board of Trustees. See Village Attorney Memo dated September 4, 2024. (Ordinance listed below under the Omnibus Portion of the Agenda). 265

E. Status Report regarding: Approval of Engineering Agreement Between The Village Of Maywood And The Edwin Hancock Engineering Company For Performance Of Phase I 270

Preliminary And Phase II Design Engineering Services, And For The Appropriation And Expenditure Of General Corporate Funds To Pay For Those Engineering Services Related To The Illinois Safe Routes To School Program ("SRTS") Pedestrian Safety Improvements Project At Garfield Elementary School Consisting Of Installation Of "Enhanced" Crosswalks At Ninth Avenue, Van Buren Street And Quincy Street (Source of Funds: General Corporate Funds) See Village Engineer Memo dated August 26, 2024 and Village Attorney Memo dated September 4, 2024. (Resolution listed below under the Omnibus portion of the Agenda).

F. Status Report regarding: Approval of Agreement with Edwin Hancock Engineering Company for Furnishing of Professional Engineering Services for the 2026 5th Avenue Resurfacing Improvements Project (Harrison Street To Quincy Street) in Maywood, Illinois, and for the Appropriation and Expenditure of Madison Street / 5th Avenue Tax Increment Financing District Funds and General Corporate Funds to pay for the Phase I Preliminary and Phase II Design Engineering Services Related to the Project (Source of Funds: General Corporate Funds and Madison TIF District Funds) See Village Engineer Memo dated August 23, 2024 and Village Attorney Memo dated September 4, 2024. (Resolution listed below under the Omnibus portion of the Agenda). 305

G. Status Report regarding: Approval and Direction to Submit a Grant Application to the 2024 Illinois Transportation Enhancement Program (ITEP) for the Prairie Path Enhancements (West Village Limits to 5th Avenue). See Village Engineer's Memo dated August 21, 2024 and Village Attorney Memo dated September 4, 2024. (Resolution listed below under the Omnibus portion of the Agenda). 340

H. Status Report regarding: Approval of Collective Bargaining Agreement Between The Village Of Maywood, An Illinois Municipal Corporation, And The Illinois Council Of Police Sergeant Chapter (Term: May 1, 2024 Through April 30, 2027). See Village Attorney Memo dated September 4, 2024. (Resolution listed below under the Omnibus portion of the Agenda). 349

I. Status Report regarding: Approval of Code Amendment Ordinance Prohibiting the Issuance of Retail Tobacco Dealer's Licenses to Establishments Occupying Less Than 10,000 Square Feet of Gross Floor Area. See Village Attorney Memo dated September 4, 2024. (Ordinance listed below under the Omnibus portion of the Agenda). 395

J. Status Report regarding: Approval of Ordinance Approving a Special Use Permit for an Indoor Recreation Facility at 1000 Madison Street – Juan Uribe and Jose Garcia. See Village Attorney Memo dated September 4, 2024. (Ordinance listed below under the New Business portion of the Agenda). 400

K. Status Report regarding: Direction to Village Manager and Village Attorney for Preparation of an Addendum to Redevelopment Agreement and TIF Funding for Exclusive Bar and Grill LLC, for redevelopment of property located at 402 through 408 South 5th Avenue. See Village Attorney Memo dated September 4, 2024. (Motion is listed below under the Old Business portion of the Agenda). 452

13. Status Report regarding: Formation of Four (4) New TIF Districts: Updated TIF Adoption Schedules and Public Meeting Dates / Times / Location.

A. Maywood North Area #1 TIF District (Main Street to North Village Limits):

1) Public Meeting Date: February 21, 2024

2) Anticipated Joine Board of Review Meeting Date: TBD

3) Anticipated Public Hearing Date: TBD

4) TIF Plan was made available to the public on March 22, 2024 and is available on the Village's website: search "maywood-il.gov" and then click on the "Community" heading and then click on "New Maywood TIF District Formation" or at the Community Development Office or the Village Clerk's Office.

14. Maywood Middle Area #2 TIF District (Northern Boundary of Union Pacific Railroad Limits to Madison Street):

A. Public Meeting Date: April 30, 2024.

B. Anticipated Joint Board of Review Meeting Date: TBD

C. Anticipated Public Hearing Date: TBD

D. TIF Plan will be made available to the public by TBD

15. Maywood Mid-South Area #3 TIF District (Maywood Drive to Harrison Street):

A. Public Meeting Date: February 21, 2024.

B. Anticipated Joint Board of Review Meeting Date: TBD

C. Anticipated Public Hearing Date: TBD

D. TIF Plan was made available to the public on March 22, 2024 and is available on the Village's website: search "maywood-il.gov" and then click on the "Community" heading and then click on "New Maywood TIF District Formation" or at the Community Development Office or the Village Clerk's Office.

16. Maywood South Area #4 TIF District (Bataan Drive to Roosevelt Road):

A. Public Meeting Date: April 30, 2024.

B. Anticipated Joint Board of Review Meeting Date: TBD

C. Anticipated Public Hearing Date: TBD

D. TIF Plan will be made available to the public by TBD

17. Public Meetings will commence at either 6:00 p.m. or 7:30 p.m., as posted, and be held in the Maywood Masonic Temple Building at 200 South 5th Avenue, Maywood, Illinois.

18. **Trustee Committee Reports:**

A. Community Policing & Public Safety Committee: No Report

B. Engagement & Communications Committee: No Report.

C. Fiscal Accountability & Government Transparency Committee: No Report

D. Infrastructure & Sustainability Committee: No Report

E. Ordinance & Policy Committee: No Report

F. Planning & Development Committee: No Report

19. **Omnibus Agenda Items:**

A. Motion to Approve the Monthly Financial Report in the amount of $2,161,699.74.

B. Motion to Approve the Warrant List #200553 dated August 31, 2024, in the amount of $3,502,249.38.

C. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of a Scope of Work (Scanning Services) Invoice dated May 21, 2024 for Phase II of IT Upgrade Project to be Completed by

Proven IT of Tinley Park, Illinois (IT Upgrades to HR Department, Code Enforcement Department, Community Development Department, Public Works Department, Police Department, Fire Department and Community Engagement Department) in an amount not to exceed $80,370.00.

D. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of a Job Proposal dated August 25, 2024 and issued by Gino's Heating & Plumbing, Inc. of Broadview, Illinois for Emergency Street Rehabilitation Work at 10 Locations in the amount of $64,784.00.

E. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of an Invoice dated August 17, 2024 and issued by Gino's Heating & Plumbing, Inc. of Broadview, Illinois for Emergency Water Main Repair Work within the 2nd Avenue and Washington Boulevard rights-of-way near Garden House in the amount of $11,707.80.

F. Motion to Approval of Maywood Police Department At-Risk Resident Recognition Program.

G. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of a Proposal dated August 9, 2024 with Triggi Construction, Inc. of West Chicago, Illinois for the Completion of ADA Compliant Sidewalk and Crosswalk Improvements at the Intersection of 10th Avenue and Randolph Street Within the Village of Maywood in an Amount of $39,030.00 and Approval of Expenditure of General Funds to Pay for the Project Work.

H. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of Estimate 1221 dated August 6, 2024 and issued by Premium Contractor Services, Inc. of Chicago, Illinois in the amount of $72,000.00 for Completion of Phase 2 Alley Improvements (Placement River Rock on shoulders of Paved Alleys) and Approval of Expenditure of ARPA Funds to Pay for the Project Work.

I. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of Security Contracts with Airtight Security (contract amount: $17,280.00) and Illinois Special Patrol (contract amount: $6,160.00) for the 2024 Maywood Fest and Approval of the Expenditure of General Funds and Maywood Police Department Asset Forfeiture Account Funds to pay for the Security Services.

J. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of an Invoice dated April 30, 2024 and issued by 1st All Around Company of Lyons, Illinois in the amount of $14,500.00 for asbestos removal work at 149 South 18th Avenue Property as part of demolition of an abandoned, dilapidated structure and Approval of the Expenditure of Illinois Housing Development Authority's Strong Communities Program Grant Funds to Pay for the Work.

K. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of a Demolition Estimate dated September 4, 2024 and issued by Master Guys Demolition, Inc. of Hickory Hills, Illinois in the amount of $78,990.00 To Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure and Parking Lot Removal at the 900 South 5th Avenue Property and Approval of the Expenditure of Madison Street / Washington Street Tax Increment Financing District (TIF) Funds to Pay for the Work.

L. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of a Demolition Estimate dated September 4, 2024 and issued by Premium Contractor Services, Inc. of Chicago, Illinois in the amount of $33,500.00 To Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure at the 1600 South 1st Avenue Property and Approval of the Expenditure of Madison Street / Washington Street Tax Increment Financing District (TIF) Funds to Pay for the Work.

M. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of a Demolition Proposal dated June 16, 2024 and issued by Restore of Melrose Park, Illinois in the amount of $27,000.00 to Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure at the 1105 South 1st Avenue Property and Approval of the Expenditure of Madison Street / Washington Street Tax Increment

Financing District (TIF) Funds to Pay for the Work.

N. Motion to Waive Competitive Bidding and Authorize and Approve the Execution of a Demolition Proposal dated June 16, 2024 and issued by Restore of Melrose Park, Illinois in the amount of $25,000.00 to Demolish Vacant, Unsafe and Severely Dilapidated Privately Owned Structure at the 1101 South 1st Avenue Property and Approval of the Expenditure of Madison Street / Washington Street Tax Increment Financing District (TIF) Funds to Pay for the Work.

O. ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDER NUMBER 1 IN THE AMOUNT OF $7,087.50 TO THE AGREEMENT ENTERED INTO WITH TRAFFIC CONTROL COMPANY FOR PERFORMANCE OF THE 2024 PAVEMENT STRIPING PROGRAM, AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS AND VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK (New Program Cost: $30,712.50)

P. ORDINANCE AMENDING SECTION 116.05 (LICENSE FEE; LICENSE LIMITATIONS), CHAPTER 116 (TOBACCO) OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE TO PROHIBIT THE ISSUANCE OF ANY NEW RETAIL TOBACCO DEALER'S LICENSE TO ESTABLISHMENTS OCCUPYING LESS THAN 10,000 SQUARE FEET OF GROSS FLOOR AREA.

Q. ORDINANCE AMENDING SECTION 30.01 (PRESIDENT) AND SECTION 30.27 (COMPENSATION OF TRUSTEES) CHAPTER 30 (VILLAGE ADMINISTRATION) TITLE III (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE COMPENSATION OF THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES.

R. ORDINANCE AMENDING VARIOUS SECTIONS WITHIN CHAPTER 130 (GENERAL OFFENSES: OFFENSES PERTAINING TO PROPERTY) OF TITLE XIII (GENERAL OFFENSES) OF THE MAYWOOD VILLAGE CODE TO PROHIBIT THE SALE TO AND POSSESSION OF SPRAY PAINT CANS BY MINORS AND TO MAKE OTHER RELATED CHANGES.

S. RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND THE ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER (Term: May 1, 2024 Through April 30, 2027).

T. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR PERFORMANCE OF PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS TO PAY FOR THOSE ENGINEERING SERVICES RELATED TO THE ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM ("SRTS") PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AT GARFIELD ELEMENTARY SCHOOL CONSISTING OF INSTALLATION OF "ENHANCED" CROSSWALKS AT NINTH AVENUE, VAN BUREN STREET AND QUINCY STREET.

U. RESOLUTION AUTHORIZING THE EXECUTION OF AND SUBMITTAL OF A GRANT APPLICATION TO THE 2024 ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) FOR THE PRAIRIE PATH ENHANCEMENTS (WEST VILLAGE LIMITS TO 5TH AVENUE).

V. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2026 5TH AVENUE RESURFACING IMPROVEMENTS PROJECT (HARRISON STREET TO QUINCY STREET) IN MAYWOOD, ILLINOIS, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS AND GENERAL CORPORATE FUNDS TO PAY FOR THE PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES RELATED TO THE PROJECT.

W. 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)

20. **New Business: None**

A. ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SPECIAL EVENT SPACE FOR AN INDOOR RECREATION FACILITY IN THE C-2 PEDESTRIAN-ORIENTED COMMERCIAL ZONING DISTRICT AT 1000 MADISON STREET, MAYWOOD, ILLINOIS (JUAN URIBE AND JOSE GARCIA), with the Findings of Fact and Recommendation of the Plan Commission/Zoning Board of Appeals attached to the Ordinance as Exhibit "A"

21. **Old Business:**

A. Motion to Direct the Village Manager and the Village Attorney to prepare an Addendum to the Redevelopment Agreement entered into with Exclusive Bar and Grill LLC for the Redevelopment of the 402 through 408 South 5th Avenue Properties that includes:

1) Extension of the date for completion of redevelopment of the Bar and Grill and its outdoor dining patio and private parking lot to June 30, 2025.

2) Extension of the closing date to 90 days after approval of Addendum for the sale and conveyance of the Village-owned 402 and the 408 South 5th Avenue Properties to the owners.

3) Provision of a not to exceed $25,000 Tax Increment Financing Economic Incentive (50%/50% matching incentive) to the owners of the Exclusive Bar and Grill LLC for reimbursement of a portion of the redevelopment costs associated with the installation of the parking lot and/or the outdoor dining area on the 402 and the 408 South 5th Avenue Properties after they are sold to the owners.

22. **Board of Trustees Comments/Information**

23. **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)).

24. **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

Village Manager — Frank Torres

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.

Special Village Board Meeting/Retreat
Minutes
Tuesday, July 30, 2024

Call to Order

The Village of Maywood Board of Trustees Special Village Board Meeting and Retreat Meeting of Tuesday, July 30, 2024, was called to order by Mayor Nathaniel George Booker at 7:45 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Tori Love Garron, Village Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees R. Williams, A. Sanchez, M. Jones, and M. Lightford, A. Peppers and I. Brandon
Absent: None. There being a Quorum present, the meeting was convened.

Invocation: Mayor Nathaniel Booker

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

Presidents Report:

A. Board Ice Breaker and Team Building Exercise

Village Board Retreat Discussion:

A. Presentation and Discussion on Elements of Healthy Maywood- Discussion Ensued

B. Discussion on Commissions and Committees- Discussion Ensued

Public Comments: Owner of Just Like Mama's

Motioned by Trustee Sanchez and Seconded by Trustee Lightford to recess into the Closed Meeting Session at 7:47 p.m.

Discussion: The appointment, employment, compensation, discipline, performance, or dismissal of public or legal counsel for the public body, including hearing testimony on a complaint.

Motioned by Trustee Williams and Seconded by Trustee Brandon to return to open session/special Village Board meeting/Retreat at 8:03 p.m.

Adjournment: Motioned by Trustee Williams and Seconded by Trustee Lightford to adjourn the Special Village Board Meeting/Retreat at 9:30 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
Village Manager Frank Torres
Acting Village Clerk Tori Love Garron

Combined Committee of the Whole / Village Board Meeting
Minutes
Tuesday, August 6, 2024

Call to Order

The Village of Maywood Board of Trustees Combined Committee of the Whole Meeting and Village Board Meeting of Tuesday, August 6, 2024, was called to order by Mayor Nathaniel George Booker at 7:01 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Connie Thompkins, Village Deputy Clerk II, the following answered Present: Mayor Nathaniel George Booker, Trustees R. Williams, A. Sanchez, M. Jones, M. Lightford, A. Peppers, and I. Brandon
Absent: There being a Quorum present, the meeting was convened.

Staff Attendance: Community Engagement Director Banks, Fire Chief Bronaugh Jr, Building & Code Director Duncan, Human Resource Director Ellexson, Clerk Garron, Attorney Jurusik, Community Development Director Smith, Deputy Clerk II Thompkins, Village Manager Frank Torres, Police Chief Willis, Kendall Silas Community Engagement Manager.

Invocation: Mayor Nathaniel Booker

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

Approval of minutes for the Committee of the Whole and the Special Board Meeting of the Board of Trustees for Thursday, July 30, 2024
Motioned by Trustee Sanchez and Seconded by Trustee Brandon 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 announced upcoming community events and condolences for the residents of the Village of Maywood.

A. Special Presentation on National League of City
B. Recognition of Shryl Able

Finance Management Reports:
A. Financial Report in the amount of $2,146,667.16.
B. Warrant #200552 dated July 31, 2024, in the amount of $3,992,079.83.
    - Discussion: Trustee Brandon asked for swimming program update for the residents who signed up.

President Report:
A. Status Report regarding: 2024 Maywood Fest: Need for Approval of Ordinance Authorizing a Class "E" Special Event Liquor License for Applicant Village of Maywood for the Village's 2024 Maywood Fest Special Event. See Village Attorney Memo dated July 31, 2024 (Ordinance listed below under the Omnibus portion of the agenda). MTJ

Manager Report:

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

2. Status Report regarding: Approval of a Quote dated March 15, 2024 and issued by Science Solutions, LLC of Aurora, Illinois in the Amount of $9,600.00 for the Purchase of an L6Q Annual Support and Maintenance Agreement for Support of 15 License Plate Readers Operated by the Maywood Police Department (Term: One Year) and the Performance of an Initial Assessment and Evaluation of the 15 License Plate Readers and Locations with a Bid Waiver. (Source of Funds: General Funds.) See Village Staff Memo dated June 17, 2024. (Motion listed below under the Omnibus portion of the agenda).

3. Status Report regarding: Approval of a Quotation dated July 25, 2024 and issued by Traffic Logix Corporation of Spring Valley, New York for the Purchase of Six (6) Radar Speed Cameras for use by the Maywood Police Department in an Amount of $15,578.00 and Approval of a Proposal dated July 5, 2024 issued by SIGNCO of Melrose Park, Illinois for the installation of the radar guns in six (6) squad cars in an Amount of $3,300.00 for a Total Purchase Price of $18,878.00, subject to a Bid Waiver. (Source of Funds: ARPA Funds.) See Village Staff Memo dated July 23, 2024. (Motion listed below under the Omnibus portion of the agenda).

4. Status Report regarding: Approval of Disposal of Surplus Personal Property In the Possession of the Maywood Police Department (Miscellaneous Personal Property). See Village Staff Memo dated June 24, 2024. (Ordinance listed below under the Omnibus portion of the agenda).

5. Status Report regarding: Approval of an Invoice dated July 19, 2024 and issued by Gino's Heating & Plumbing, Inc. of Broadview, Illinois in an Amount of $10,177.50 for emergency water main repair work within the 7th Avenue right-of-way adjacent to 719 North 7th Avenue property with a Bid Waiver. (Source of Funds: General Fund or Water and Sewer Fund.) See Village Staff Memo dated July 22, 2024. (Motion listed below under the Omnibus portion of the agenda).

6. Status Report regarding: Approval of Motion to Waive Competitive Bidding and Authorize and Approve the Execution of an Invoice dated July 23, 2024 and issued by Gino's Heating & Plumbing, Inc. of Broadview, Illinois in an Amount of $15,694.13 for emergency water main repair work within the Madison Street and 17th Avenue right-of-way with a Bid Waiver. (Source of Funds: General Fund or Water and Sewer Fund.) See Village Staff Memo dated July 29, 2024. (Motion listed below under the Omnibus portion of the agenda).

7. Status Report regarding: Approval of Proposal dated July 23, 2024 and issued by Wireless CCTV, LLC of Richardson, Texas in an Amount of $12,400.00 for the short-term rental of two (2) mobile Wireless CCTV Surveillance Video Camera Trailers (Owl Nightvision Security Camera Trailers) for use by the Maywood Police Department from September 1, 2024 to October 31, 2024 for use at the 2024 Maywood Fest and then to be placed within the Village at strategic locations to enhance security and surveillance with a Bid Waiver. (Source of Funds: Maywood Police Department Asset Forfeiture Account Funds ($6,200.000 - 50% of the total rental cost) and General Fund (Public Works Department Budget Line Item) ($6,200.00 – 50% of the total rental cost). See Village Staff Memo dated July 23, 2024. (Motion listed below under the Omnibus portion of the agenda).

8. Status Report regarding: Approval of an Estimate dated July 3, 2024 and issued by Done Rite Paving & Seal Coating of Glenview, Illinois for the Installation of Custom Rubberized Speed Controls in an Amount of $10,000.00 with a Bid Waiver. (Source of Funds: ARPA Funds). See Village Staff Memo dated August 6, 2024. (Motion listed below under the Omnibus portion of the agenda).

9. Status report regarding: Approval of a proposal dated July 20, 2023, and issued by The Sports Facilities Companies of Clearwater Florida for a full assessment of the sports facilities complex in the amount of $35,000.00 with a bid waiver (source of funds ARPA funds) See, Village Manager Memo dated August 2, 2024).

Village Attorney Report:

1. Status Report regarding: Approval of ORDINANCE AMENDING SECTION 31.21 (BOARD OF FIRE AND POLICE COMMISSIONERS) OF TITLE III (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE COMPOSITION AND COMPENSATION OF THE BOARD OF FIRE AND POLICE COMMISSIONERS. See Village Attorney Memo dated July 31, 2024. (Ordinance listed below under the Omnibus portion of the Agenda).

2. Status Report regarding: Approval of Madison Street / Fifth Avenue TIF District Economic Incentive per the Village TIF Matching Grant Business Improvement Program Grant Request Filed by Exclusive Bar and Grill, LLC d/b/a Exclusive Bar and Grill for reimbursement of $25,000.00 of Building Rehabilitation and Parking Lot Improvements at the 406 to 408 South 5th Avenue Property. See Village Attorney Memo dated July 31, 2024. (Ordinance listed below under the Omnibus portion of the Agenda).

3. Status Report regarding: Approval of 2024 Asphalt Pavement Patching Program (the "Project") -- Ordinance Authorizing Expenditures from the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund and the General Corporate Fund to Pay For the Project And Award Of Contract To Low Bidder M&J Asphalt Paving Co., Inc. See Village Engineer Memo dated July 29, 2024 and Village Attorney Memo dated July 31, 2024. (Ordinance listed below under the Omnibus portion of the Agenda).

4. Status Report regarding: Approval of Resolution Approving The Content Of And /Or Release Of Certain Closed Meeting Minutes Of The Combined Meetings Of The Committee Of The Whole And The President And Board Of Trustees Of The Village Of Maywood (2024 Half-Year Review). See Village Attorney Memo dated July 31, 2024. (Resolution listed below under the Omnibus portion of the Agenda).

5. Status Report regarding: Approval of Ordinance Approving a Special Use Permit for a Special Event Space at 50 Madison Street – AV Chicago, Inc. / 50 Madison LLC, with Findings Of Fact And Recommendation Of The Plan Commission/Zoning Board Of Appeals (attached as Exhibit "A" to the Special Use Ordinance), and Memo And Supporting Materials From Staff Relative To The Plan Commission/Zoning Board Of Appeals Public Hearing And Ordinance Discussion. See Village Attorney Memo dated July 31, 2024. (Ordinance listed below under the Omnibus portion of the Agenda).

6. Status Report regarding: Approval of Addendum to 2023 Invest in Cook Grant Program - Subrecipient Agreement Per American Rescue Plan Act ("ARPA") – State And Local Fiscal Recovery Funds (Assistance Listing Number 21.027) -- South Maywood Drive Improvements Project (West Village Limits to 19th Avenue) See Village Attorney Memo dated July 31, 2024. (Ordinance listed below under the Omnibus portion of the Agenda).

7. Status Report regarding: Approval of Low Bid Award of $28,688.00 and Approval of Agreement with Denler, Inc. of Joliet, Illinois for the 2024 Crack Filling Program. See Village Engineer Memo dated July 29, 2024 and Village Attorney Memo dated July 31, 2024. (Resolution listed below under the Omnibus portion of the Agenda).

8. Status Report regarding: Approval of Low Bid Award of $78,935.94.00 and Agreement with Pipe View America of Chicago, Illinois for the 2024 Sewer Cleaning and Televising Project and the Authorizing Expenditures from the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund and the General Corporate Fund to Pay For the Project. See Village Engineer Memo dated July 29, 2024 and Village Attorney Memo dated July 31, 2024. (Resolution listed below under the Omnibus portion of the Agenda).

9. Status Report regarding: Approval of Low Bid Award of $23,625.00 and Approval of Construction Agreement with Traffic Control Company of South Chicago Heights, Illinois for the 2024 Pavement Striping Program. See Village Engineer Memo dated July 29, 2024 and Village Attorney Memo dated July 4 31, 2024. (Resolution listed below under the Omnibus portion of the Agenda).
10. Status Report regarding: Formation of Four (4) New TIF Districts: Updated TIF Adoption Schedules and Public Meeting Dates / Times / Location.
    a. Maywood North Area #1 TIF District (Main Street to North Village Limits):
        i. Public Meeting Date: February 21, 2024.
        ii. Anticipated Joint Board of Review Meeting Date: TBD
        iii. Anticipated Public Hearing Date: TBD
        iv. TIF Plan was made available to the public on March 22, 2024 and is available on the Village's website: search "maywood-il.gov" and then click on the "Community" heading and then click on "New Maywood TIF District Formation" or at the Community Development Office or the Village Clerk's Office.
    b. Maywood Middle Area #2 TIF District (Northern Boundary of Union Pacific Railroad Limits to Madison Street):
        i. Public Meeting Date: April 30, 2024.
        ii. Anticipated Joint Board of Review Meeting Date: TBD
        iii. Anticipated Public Hearing Date: TBD
        iv. TIF Plan will be made available to the public by TBD
    c. Maywood Mid-South Area #3 TIF District (Maywood Drive to Harrison Street):
        i. Public Meeting Date: February 21, 2024.
        ii. Anticipated Joint Board of Review Meeting Date: TBD
        iii. Anticipated Public Hearing Date: TBD
        iv. TIF Plan was made available to the public on March 22, 2024, and is available on the Village's website: search "Maywood-il.gov" and then click on the "Community" heading and then click on "New Maywood TIF District Formation" or at the Community Development Office or the Village Clerk's Office.
    d. Maywood South Area #4 TIF District (Bataan Drive to Roosevelt Road):
        i. Public Meeting Date: April 30, 2024.
        ii. Anticipated Joint Board of Review Meeting Date: TBD
        iii. Anticipated Public Hearing Date: TBD
        iv. TIF Plan will be made available to the public by TBD
    e. Public Meetings will commence at either 6:00 p.m. or 7:30 p.m., as posted, and be held in the Maywood Masonic Temple Building at 200 South 5th Avenue, Maywood, Illinois.
    f. Public Hearings will commence at either 7:00 p.m. or 7:30 p.m., as posted, and be held in the Village Board Council Chambers at 125 South 5th Avenue, Maywood, Illinois.

Public Comments: S**.** Maxwell, F. Gordon, and E. Perkins- Mayor Booker and Trustee Brandon responded.

Trustee Committee Reports: No Discussion

a. Community Policing & Public Safety Committee
b. Engagement & Communications Committee
c. Fiscal Accountability & Government Transparency Committee
d. Infrastructure & Sustainability Committee
e. Ordinance & Policy Committee
f. Planning & Development Committee

SPECIAL VILLAGE BOARD MEETING AGENDA ITEMS:

Omnibus Agenda Items: Motioned by Trustee Sanchez and Seconded by Trustee Jones to approve Omnibus Items A through U.

A. Motion to approve the monthly financial report in the amount of $2,146,667.16. **B**. Motion to approve the warrant list #200552 dated July 31, 2024, in the amount of $3,992.079.83. **C**. Motion to authorize and approve the execution of a quote dated March 15, 2024, and issued by Science Solutions, LLC of Aurora, Illinois in the amount of $9,600.00 for the purchase of an L6Q annual support and maintenance agreement for the support of 15 license plate readers operated by the Maywood Police Department (term: one year) and the performance of an initial assessment and evaluation of the 15 license plate readers and locations with a bid waiver. **D**. Motion to waive competitive bidding and authorize and approve the execution of a quotation dated July 25, 2024, and issued by Traffic Logix Corporation of Spring Valley, New York for the purchase of six (6) radar speed cameras for use by the Maywood Police Department in an amount of $15,578.00 and a proposal dated July 5, 2024 issued by Signco of Melrose Park, Illinois for the installation of the radar guns in six (6) squad cars in an amount of $3,300.00 for a total purchase price of $18,878.00, and approval of the expenditure of ARPA funds to purchase the equipment. **E.** Motion to waive competitive bidding and authorize and approve the execution of a proposal dated July 23, 2024, and issued by Wireless CCTV, LLC of Richardson, Texas in an amount of $12,400.00 for the short-term rental of two (2) mobile wireless CCTV surveillance video camera trailers (owl night vision security camera trailers) for use by the Maywood Police Department from September 1, 2024 to October 31, 2024 during the 2024 Maywood Fest and then to be placed within the village at strategic locations to enhance security and surveillance. **F**. Motion to waive competitive bidding and authorize and approve the execution of an invoice dated July 19, 2024, and issued by Gino's Heating & Plumbing, inc. of Broadview, Illinois in an amount of $10,177.50 for emergency water main repair work within the 7th Avenue right-of-way adjacent to 719 North 7th Avenue property. **G.** Motion to waive competitive bidding and authorize and approve the execution of an invoice dated July 23, 2024 and issued by Gino's Heating & Plumbing, inc. of Broadview, Illinois in an amount of $15,694.13 for emergency water main repair work within the Madison Street and 17th Avenue right-of-way. **H**. Ordinance authorizing the disposal of surplus property in the possession of the Maywood Police Department (miscellaneous personal property), with an inventory list of surplus property attached as exhibit "a". **I**. Ordinance authorizing the creation and issuance of a Class "E" Liquor License (temporary license to sell or transfer liquor on municipally owned property) (2024 Maywood Fest: September 6 through 8, 2024). **J**. Ordinance amending section 31.21 (Board of Fire and Police Commissioners) of Title III (administration) of the Maywood village code relative to the composition and compensation of the Board of Fire and Police Commissioners. **K**. Ordinance authorizing the approval of an application for a village TIF matching business improvement program grant filed by Exclusive Bar and Grill, LLC d/b/a Exclusive Bar and Grill for building rehabilitation and parking lot improvements at 406 to 408 6 South 5th Avenue property located within the Madison Street / Fifth Avenue tax increment financing district, and for the appropriation and expenditure of Madison Street / Fifth Avenue tax increment financing district funds in an amount equal to $25,000.00 for TIF eligible redevelopment costs related to the grant application (applicant: Exclusive Bar and Grill, LLC d/b/a Exclusive Bar and Grill - Darian Wilbert), with a copy of the application attached to the ordinance as exhibit "a". **L**. Ordinance approving a special use permit for a special event space in the c-4 town center commercial zoning district at 50 Madison Street, Maywood, Illinois (av Chicago, inc./50 Madison, LLC. **M**. Ordinance authorizing the approval and execution of a low bid response and a construction agreement with M&J Asphalt Paving Co., inc. for completion of the 2024 Asphalt Pavement Patching Program and the appropriation and expenditure of Madison Street / 5th Avenue TIF district funds and village general corporate funds to pay for the work (project cost: $85,502.00; project description: asphalt street pavement patching work throughout the Village), with a copy of the agreement attached to the ordinance as part of group exhibit "a".

N. Resolution approving the content of and/or release of certain closed meeting minutes of the combined meetings of the committee of the whole and the president and board of trustees of the village of Maywood (2024 half-year review). **O**. Resolution authorizing the approval and execution of an addendum to a subrecipient agreement for the American Rescue Plan Act ("ARPA") – state and local fiscal recovery funds (assistance listing number 21.027) to be entered into between the County of Cook and the village of Maywood to allocate to the village of Maywood an additional $200,000.00 of ARPA funds for the construction of the South Maywood drive improvements project (west village limits to 19th avenue) and for the appropriation and expenditure of such funds to pay for the construction of the project. **P**. Resolution approving the settlement agreement and general release and authorizing the payment of settlement funds in the potential lawsuit of Demarcus Robinson v. Village of Maywood, et al. (village share of settlement amount: $12,500.00). **Q**. Resolution authorizing and approving the execution of a low bid response and agreement between the Village of Maywood and Denler, Inc. in the amount of $28,688.00 to complete the 2024 Crack Filling Program and authorizing the expenditure of village general corporate funds to pay for the work. **R**. Ordinance authorizing the approval and execution of a low bid response and agreement with Pipe View America for Sewer Cleaning and Televising Services relative to the 2024 Sewer Cleaning and Televising Project, and the appropriation and expenditure of Madison Street / 5th Avenue TIF district funds and village general corporate funds to pay for the project (project cost: $78,935.94.00; project description: cleaning and televising of combined sewers). **S**. Ordinance authorizing the approval and execution of a low bid response and agreement with Traffic Control Company for the performance of the 2024 Pavement Striping Program, and the appropriation and expenditure of Madison Street / 5th Avenue TIF district funds and village general corporate funds to pay for the project work (program cost: $23,625.00). **T**. Motion to waive competitive bidding and authorize and approve the execution of an estimate dated 7 July 3, 2024, and issued by Done Rite Paving & Seal Coating of Glenview, Illinois for the installation of custom rubberized speed controls in an amount of $10,000.00 and authorize the expenditure of ARPA funds to pay for the work. **U**. Motion to waive the competitive bidding process and approve a proposal dated July 20, 2023, and issued by the Sports Facilities Companies of Clearwater Florida in the amount of $35,000.00 for the performance of a comprehensive assessment of the Village's sports facilities complex and authorize the expenditure of ARPA funds to pay for the proposal.
Ayes: Mayor Booker, Trustees Williams, Sanchez, Jones, Lightford, Peppers, and Brandon
Nays: None
Abstain: None
Absent: None
Motion Carried

New Business: None

Old Business Agenda Items: None

For Discussion Purposes Only: None

Adjournment: Motioned by Trustee Sanchez and Seconded by Trustee Lightford to adjourn the Committee of the Whole Meeting and Village Board Meeting at 8:47 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
Village Manager Frank Torres
Acting Village Clerk Tori Love Garron

Special Village Board Meeting
Minutes
Monday, August 12, 2024

Call to Order

The Village of Maywood Board of Trustees Special Board Meeting of Monday, August 12, 2024, was called to order by Mayor Nathaniel George Booker at 6:03 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Connie Thompkins, Village Deputy Clerk II, the following answered Present: Mayor Nathaniel George Booker, Trustees R. Williams, A. Sanchez, M. Jones (via phone), M. Lightford via phone arrived at 6:10 p.m., A. Peppers, and I. Brandon. Absent: None There being a Quorum present, the meeting was convened.

Staff Attendance Carlos Arevalo, KTJ Human Resources Attorney, Tori Love Garron, Village Clerk, Connie Thompkins, Deputy Clerk II, Frank Torres, Village Manager.

Invocation: Mayor Nathaniel Booker

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

Public Comments: None

New Business:

1. A resolution providing for and requiring the submission of a non-binding advisory public question concerning an increase by the Illinois General Assembly in the homeowner property tax exemption, to appear on the ballot of the electors of the Village of Maywood at the general election to be held on November 5, 2024.
   Motioned by Trustee Williams and Seconded by Trustee Sanchez to Approve
   Ayes: Mayor Booker, Trustees Williams, Sanchez, and Lightford
   Nays: Trustees Jones, Peppers, and Brandon
   Absent: None
   Abstain: None
   Motion Carried
   Discussion:
   - Discussion Ensued with all Trustees except Trustee Lightford regarding the process for petitions.
   - Trustee Peppers requested a forensic investigation.
   - Trustee Brandon requested the KTJ Memo regarding the resident's involvement in petitions and advisory questions.
2. A resolution providing for and requiring the submission of a non-binding advisory public question concerning village management of Parks and Recreation Services to appear on the ballot of the electors of the Village of Maywood at the general election to be held on November 5, 2024.
   Motioned by Trustee Williams and Seconded by Trustee Sanchez to Approve
   Ayes: Mayor Booker, Trustees Williams, Sanchez, and Lightford
   Nays: Trustees Jones, Peppers, and Brandon
   Absent: None
   Abstain: None
   Motion Carried

3. A resolution providing for and requiring the submission of a non-binding advisory public question concerning the use of annual tax levy funds of the Maywood Park District to create a Village of Maywood residential property tax rebate program in the event the Maywood Park District is dissolved into the Village of Maywood, to appear on the ballot of the electors of the Village of Maywood at the general election to be held on November 5, 2024.
   Motioned by Trustee Williams and Seconded by Trustee Sanchez to Approve
   Ayes: Mayor Booker, Trustees Williams, Sanchez, and Lightford
   Nays: Trustees Jones, Peppers, and Brandon
   Absent: None
   Abstain: None
   Motion Carried
4. KTJ Memorandum dated August 9, 2024, regarding year 2024 Referendum Filing Deadlines and Advisory Referendum Procedures.

Old Business Agenda Items: None

For Discussion Purposes Only: None

Adjournment: Motioned by Trustee Williams and Seconded by Trustee Sanchez to adjourn the Special Village Board Meeting at 7:10 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
Village Manager Frank Torres
Acting Village Clerk Tori Love Garron

Village of Maywood

Financial Report

OMNIBUS ITEM-FINANCIAL REPORT

It is with recommendation that the total below payments of $2,161,699.74 be approved for payment.

	Vendor	Description	Amount	Expense
1	Accutron	Computer Consulting Services	$8,154.15	01-18-51700
2	Baker Tilly	Audit Service	$25,336.00	01-14-52400
3	Blue Cross Blue Shield	Health Insurance	$393,079.71	01-19-58000
4	Chicago Cleaning	Janitorial Services	$9,500.00	01-53-52400
5	Civic Systems	Annual Support Fees	$10,604.00	Various Accounts
6	Core & Main	Water Supplies	$10,314.20	41-52-60600
7	De Lage Landen/Impact	IT Services	$29,037.90	01-18-61100
8	Edwin Hancock	Engineering Services	$177,452.35	Various Accounts
9	Forest Printing	Maywood Newsletter	8,152.34	01-12-56700
10	Gino's Heating & Plumb	Contractual Services	$11,707.80	41-52-53400
11	IEPA	FY-2025 Annual NPDES Fee	$5,117.00	41-55-52400
12	IEPA	Water Revolving Fund	$27,106.89	41-10-29903
13	Klein Thorpe & Jenkins	Legal Services	$57,426.20	01-15-52400/TIF
14	LRS	Waste Disposal	$305,708.02	Various Accounts
15	Nafisco	Street Signs	$5,722.95	01-50-60600
16	Premium Contractors	Contractual Services	$25,500.00	Various Accounts
17	Quicket	Subscription Service	$24,000.00	01-40-52400
18	Russo	Trailer	$6,493.00	01-53-87000
19	Triggi Construction	Construction Services	$465,866.10	Madison St TIF
20	Triggi Construction	Construction Services	$145,363.72	Madison St TIF
21	Utility Service	Pedisphere St Charles Rd	$8,561.70	41-52-87000
22	Village of Melrose Park	Water Services	$376,420.70	41-55-57301
23	Wexonline/Fleet Svc	Fuel Purchases	$25,075.01	Various Accounts

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Accu-tron Computer Service

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for computer consulting services for the month of September 2024.

Invoice	Date	Amount	Service Dates
2024Sept	09/02/2024	$8,154.15	September 2024

RECOMMENDATION: It is recommended that the total payment of $8,154.15 be approved for payment. The expense account to be charged: 01-18-51700.

AccuTron Systems, Inc.

INVOICE

125 N Halsted Street
Suite 303A
Chicago, IL 60601

INVOICE # 2024SEPT
DATE: 09/02/2024

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 September 2024	$8,154.15	$8,154.15
	Computer Consulting Service Week End 09/06/2024		
	Computer Consulting Service Week End 09/13/2024		
	Computer Consulting Service Week End 09/20/2024		
	Computer Consulting Service Week End 09/27/2024		
		TOTAL DUE	**$8,154.15**

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: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Baker Tilly Virchow Krause, LLP

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for services in connection with the April 30, 2023 and 2022 financial statement audit.

Invoice	Date	Amount
BT2892125	08/27/2024	$25,336.00

RECOMMENDATION: It is recommended that the total payments of $25,336.00 be approved for payment. The expense account to be charged: 01-14-52400.

Baker Tilly US, LLP
1301 West 22nd Street • Suite 400
Oak Brook, IL 60523 • **630 990 3131**

Lanya D. Satchell
Village of Maywood
40 Madison St
Maywood, IL 60153

Invoice Date: August 27, 2024
Invoice Number: BT2892125
Client Number: 48514

INVOICE	**AMOUNT**
Fees	
Professional services rendered in connection with the April 30, 2023 financial statement audit: Work in progress as of August 27, 2024: $30,064 Discount applied: $6,013 Discounted amount due: $24,051	$24,051.00
Professional services rendered in connection with the April 30, 2022 financial statement audit (GATA CYEFR): Work in progress as of August 27, 2024: $1,606 Discount applied: $321 Discounted amount due: $1,285	$1,285.00
Fees Total:	$25,336.00
Expenses Total:	$0.00
Invoice Total:	**$25,336.00**

For questions, please contact Jason Coyle at 630 990 3131.

Balance is payable upon receipt or previously agreed upon terms.

Please visit www.bakertilly.com/payment to pay by Credit Card, Debit Card, Crypto, or EFT using your Checking Account.
There is 3% surcharge on all Credit Card payments, and a 1.5% exchange fee on all Crypto payments.
There is no fee for Debit Card or EFT payments.

Please ACH or wire payment to:	**Or send payment to:**	**Reference:**
US Bank, Milwaukee, WI Routing No: 075000022 Account No: 312220280 Reference #: BT2892125	Baker Tilly US, LLP Box 78975 Milwaukee, WI 53278-8975	Client Number: 48514 Invoice Number: BT2892125 Amount Enclosed: $_____

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Blue Cross Blue Shield

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice for health insurance premiums for the month of September 2024.

Invoice Date	Amount	Service Date
08/15/2024	$393,079.71	09/01/2024-10/01/2024

RECOMMENDATION: It is recommended that the total payments of $393,079.71 be approved for payment. The expense account to be charged: 01-19-58000.

Blue Cross Blue Shield of Illinois
A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross Blue Shield Association

Remittance Address:
Blue Cross Blue Shield of Illinois
P.O. Box 650615
Dallas, TX 75265-0615

For All Billing Inquiries Call:
800-414-7147

Account:	769282 - VILLAGE OF MAYWOOD	
Profile:	0000258151 - ALL SUBSCRIBERS	0272
Bill Date:	08-15-2024 Payment Due Date: 09-01-2024	Page
Bill Period:	*09-01-2024 to 10-01-2024*	3

RECOMMENDED TO BE PAID
DATE: 8/20/24
DEPT CODE: 01-77-58020
CHARGE TO ACCT:

BILL SUMMARY

	Date	Activity	Total Due
Previous Amount Billed			**$397,982.91**
Payments			
Check # 113714	07-26-2024	(397,982.91)	
Adjustments			
NONE		.00	
Total Payments and Adjustments			**($397,982.91)**
Remaining Balance			**$.00**
Fees			
Current Charges		393,739.94	
Subscriber Fee Adjustments		(660.23)	
Total Fees			**$393,079.71**
Total Amount Due			**$393,079.71**

In order to properly apply your payment and avoid possible disruption of service, please note the following instructions when remitting your payment:

If remitting by check, please use the payment coupon and envelope that is provided with your Bill.

If remitting electronically via wire, please indicate the following in the description field of the transmittal:

769282 0000258151 09-01

If sending your payment via overnight delivery service, please include the payment coupon and address to:

Blue Cross Blue Shield of Illinois
Attention: 650615
1501 North Plano Road, Suite 100
Richardson, TX 75081

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Chicago Cleaning Concierge

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

Invoice	Date	Amount	Service dates
140	8/31/2024	$9,500.00	August 2024

RECOMMENDATION: It is recommended that the total payment of $9,500.00 be approved for payment. The expense account to be charged: 01-53-52400.

INVOICE

Date: August 27, 2024,
August
INVOICE # 141

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

	Description		Line Total
1	Sanitation/Disinfecting Services (CDC Compliance)		$9,500.00
		Subtotal Total	$9,500.00

Make all checks payable to Chicago Cleaning Concierge LLC

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

Thank you for your business!

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Civic Systems, LLC

SPECIFIC ACTION REQUESTED: Payment approval of the attached purchase agreement for Semi-Annual Support Fees - July 1, 2024, to December 31, 2024.

Invoice	Date	Amount
CVC25116	06/27/2024	$10,604.00

RECOMMENDATION: It is recommendation that the total payment of $10,604.00 be approved for payment. The expense account to be charged: Various Accounts.

Civic Systems, LLC
4807 Innovate Lane • PO Box 7398
Madison, WI 53718 • 608 249 6622

civicsystems

Invoice Date:	June 27, 2024
Invoice Number:	CVC25116
Client Number:	168507

Village of Maywood
40 Madison Street
Maywood, IL 60153

INVOICE		**AMOUNT**
Fees Semi-Annual Support Fees - July 1, 2024 through December 31, 2024		$10,604.00
	Fees Total:	$10,604.00
	Expenses Total:	$0.00
	Invoice Total:	**$10,604.00**

For questions, please contact Amber Gawel at 608 249 6622.

Balance is payable upon receipt or previously agreed upon terms.

To pay by Credit Card, Debit Card, or EFT using your Checking Account visit www.bakertilly.com/payment.
There is 3% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments.

Please ACH or wire payment to:	**Or send payment to:**	**Reference:**
US Bank, Milwaukee, WI Routing No: 075000022 Account No: 182383997323 Reference #: CVC25116	Civic Systems, LLC Box 78975 Milwaukee, WI 53278-8975	Client Number: 168507 Invoice Number: CVC25116 Amount Enclosed: $_____

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Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Core & Main

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

Invoice	Date	Amount
V346113	07/31/2024	$10,314.20

RECOMMENDATION: It is recommended that the total payment of $10,314.20 be approved for payment. The expense account to be charged: 41-52-60600.

CORE & MAIN

INVOICE

Invoice #	V346113
Invoice Date	7/31/24
Account #	080440
Sales Rep	GABRIEL ORTEGA
Phone #	630-665-1800
Branch # 229	St. Charles, IL
Total Amount Due	$10,314.20

1830 Craig Park Court
St. Louis, MO 63146

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

8530 1 AB 0.593 E0130X I0142 D13164979415 S2 P10407635 0001:0002

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD IL 60153-2323

Shipped to:
Water Department
40 Madison Street
Maywood, IL

CUSTOMER JOB- W&S-1 W&S-1

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
7/29/24	7/30/24	SEE BELOW	W&S-1	W&S-1		AL FLORES	V346113

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- VERBAL TRAVIS						
0810S100K	1X100 SOFT K COPPER USA PER FOOT	200	200		10.23000	FT	2,046.00
3710B44444MQNL	B44-444MQNL 1 BALL CURB QJXQJ (NO LEAD)	10	10		169.00000	EA	1,690.00
3610FB1000QNL	FB1000-4QNL 1 B CORP CCXCTS QJ NO LEAD	10	10		101.50000	EA	1,015.00
3910H15403N	H15403N 1 CPLG 110 CTSXCTS NO LEAD	10	10		32.00000	EA	320.00
7486054021716	860-54-0217-16 8 HYMAX 2 FLIP CPLG 8.54-9.17 LR 9.13-9.84 HR OD	6	6		413.00000	EA	2,478.00
72264090512009	264-090512-009 8X12-1/2X1CC TAPT REP CLP 8.99-9.39 OD	4	4		242.50000	EA	970.00
72264090512007	264-090512-007 8X12-1/2X3/4CC TAPT REP CLP 8.99-9.39 OD	2	2		242.50000	EA	485.00
010852T	8 TJ CL52 DI PIPE	20	20		44.11000	FT	882.20
19ATGR08	8 TYTON JT RUBBER GASKET	1	1		N/C	EA	
70317090509	317-090509-000 8X1CC SADDLE EPOXY W/304SS STRAPS 7.69-9.05 OD	4	4		107.00000	EA	428.00

CORE & MAIN

INVOICE

Invoice #	V346113
Invoice Date	7/31/24
Account #	080440
Sales Rep	GABRIEL ORTEGA
Phone #	630-665-1800
Branch # 229	St. Charles, IL
Total Amount Due	$10,314.20

1830 Craig Park Court
St. Louis, MO 63146

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

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD IL 60153-2323

Shipped to:
Water Department
40 Madison Street
Maywood, IL

CUSTOMER JOB- W&S-1 W&S-1

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

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
7/29/24	7/30/24	SEE BELOW	W&S-1	W&S-1		AL FLORES	V346113

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price

RECOMMENDED TO BE PAID $10,314.20
DATE: 8/22/24
DEPT HEAD: Greg Buchanan
EXPENSE ACCT: 41-52-60600
PO#

Online ADVANTAGE™
• Manage billing online • Reprint invoices
• Retrieve proof of deliveries
Be suspicious of emails requesting wire transfers or payments to Core & Main using updated remittance information. For tips about how to identify bad actors, visit coreandmain.com/identifying-fraud.

Freight	Delivery	Handling	Restock	Misc.		
					Subtotal:	10,314.20
					Other:	0.00
					Tax:	0.00
					Invoice Total:	$10,314.20

Terms: NET 30
Ordered By: TRAVIS

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

8530 1 AB 0.593 E0130X I0143 D13164979415 S2 P10407635 0002:0002

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Acting Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, DE LAGE LANDEN FINANCIAL SVCS

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #82917789 dated 08/10/2024 for The Village Hall & Police Department Server Project & Complete Care Agreement on behalf of contract from Impact.

RECOMMENDATION: It is recommended that the total payment of $29,037.90 be approved for payment. The expense account to be charged: 01-18-61100.

lesseedirect
Payment Center

Maywood, Village of
ATTN: AP/FINANCE DEPT
40 MADISON ST
MAYWOOD, IL 60153

Lease Direct
PO Box 41602
Philadelphia, PA 19101-1602

Account Nbr - Site ID	1660891-5656023
Invoice Number	82917789
Invoice Date	8/10/2024
Due Date	9/1/2024
Amount Due	$29,037.90

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Edwin 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
24-0676	07/31/2024	$21,494.00	South Maywood Drive Roadway Improvements
24-0680	07/31/2024	$11,551.00	I290 Corridor Storm Sewer Separation Project
24-0682	07/31/2024	$8,950.00	19th Avenue Improvements
24-0683	07/31/2024	$8,141.00	2024 Green Infrastructure Alley Improvement
24-0684	07/31/2024	$31,785.00	2024 Roadway Improvements
24-0713.19	08/31/2024	$6,210.10	Washington Boulvard Phase III Engineering
24-0714	08/31/2024	$20,281.00	19th Avenue Improvements
24-0715	08/31/2024	$12,055.00	I290 Corridor Storm Sewer Separation Project
24-0717	08/31/2024	$32,946.25	2024 Roadway Improvements
24-0720	08/31/2024	$24,039.00	South Maywood Drive Roadway Improvements

RECOMMENDATION: It is recommended that the total payment of $$177,452.35 be approved for payment. The expense account to be charged: Various Accounts.

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

INVOICE

INVOICE DATE: 7/31/2024
INVOICE NO: 24-0676
BILLING THROUGH: 6/30/2024

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

5652403501 - South Maywood Drive Roadway Improvements – Construction Engineering

Engineering services related to construction observation, measurement of contractor quantities, preparation of contractor pay estimates, and Utility coordination.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENG TECH - I	53.75	$48.00	$2,580.00
ENGINEER - II	107.00	$117.00	$12,519.00
ENGINEER - IV	29.00	$135.00	$3,915.00
ENGINEER - VI	15.50	$160.00	$2,480.00
TOTAL SERVICES	**205.25**		**$21,494.00**

BILL NO. 6, AMOUNT DUE THIS INVOICE **$21,494.00**

This invoice is due on 8/30/2024

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
$23,918.50	$0.00	24-0520	6/30/2024	$2,424.50	$2,424.50	--

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Edwin Hancock Engineering Co.

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

INVOICE

INVOICE DATE: 7/31/2024
INVOICE NO: 24-0680
BILLING THROUGH: 6/30/2024

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 meetings with contractor, measurement of contractor quantities, construction observation, and line grade staking.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENG TECH - I	129.50	$48.00	$6,216.00
ENGINEER - IV	17.00	$135.00	$2,295.00
ENGINEER - VI	19.00	$160.00	$3,040.00
TOTAL SERVICES	**165.50**		**$11,551.00**

BILL NO. 16, AMOUNT DUE THIS INVOICE **$11,551.00**

This invoice is due on 8/30/2024

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
$520,385.00	$0.00	24-0512	6/30/2024	$11,963.00	$19,955.50	$11,963.00

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

INVOICE

INVOICE DATE: 7/31/2024
INVOICE NO: 24-0682
BILLING THROUGH: 6/30/2024

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

5652124401 - 19th Avenue Improvements: Design Engineering

Engineering services related to design of plan sheets, specifications, estimates of cost, and regulatory permits.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	$179,000.00	90.00	$161,100.00	$152,150.00	$8,950.00
TOTAL	**$179,000.00**		**$161,100.00**	**$152,150.00**	**$8,950.00**

BILL NO. 14, AMOUNT DUE THIS INVOICE **$8,950.00**

This invoice is due on 8/30/2024

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
$161,100.00	$143,200.00	$17,900.00

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

INVOICE

INVOICE DATE: 7/31/2024
INVOICE NO: 24-0683
BILLING THROUGH: 6/30/2024

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

5652316001 - 2024 Green Infrastructure Alley Improvement Construction Engineering

Engineering services related to construction observation, measurement of contractor quantities, preparation of contractor pay estimates, and utility coordination.

PROFESSIONAL SERVICES

TITLE		HOURS	RATE	AMOUNT
ENG TECH - I		19.50	$48.00	$936.00
ENGINEER - II		45.00	$117.00	$5,265.00
ENGINEER - IV		12.00	$135.00	$1,620.00
ENGINEER - VI		2.00	$160.00	$320.00
	TOTAL SERVICES	**78.50**		**$8,141.00**

BILL NO. 9, AMOUNT DUE THIS INVOICE **$8,141.00**

This invoice is due on 8/30/2024

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
$52,842.50	$0.00	24-0513	6/30/2024	$27,318.50	$14,868.00	$27,318.50

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

INVOICE

INVOICE DATE: 7/31/2024
INVOICE NO: 24-0684
BILLING THROUGH: 6/30/2024

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

5652321901 - 2024 Roadway Improvements Construction Engineering

Engineering services related to construction observation, measurement of contractor quantities, preparation of contractor pay estimates, and utility coordination.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENG TECH - I	43.75	$48.00	$2,100.00
ENGINEER - I	184.00	$105.00	$19,320.00
ENGINEER - IV	43.00	$135.00	$5,805.00
ENGINEER - VI	28.50	$160.00	$4,560.00
TOTAL SERVICES	**299.25**		**$31,785.00**

BILL NO. 8, AMOUNT DUE THIS INVOICE **$31,785.00**

This invoice is due on 8/30/2024

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
$35,184.00	$0.00	24-0515	6/30/2024	$3,399.00	$3,399.00	--

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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: 8/31/2024
INVOICE NO: 24-0713.19
BILLING THROUGH: 7/31/2024

565-23-05801 - Washington Boulvard Phase III Engineering

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

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date	Invoice No.
08/31/24	24-0713.19

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

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

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

For Professional Service performed as set forth in Agreement dated:
& Supplemental Agreement(s) dated:

Consultant's Job No: 565-23-05801
Overhead Rate: 116.15
FHWA Authorization Date: 10/06/23

1) Invoice Period From: 07/01/24 To: 07/31/24

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable				
3) Direct Salaries	$2,667.39	$161,174.86	$163,842.25	$198,848.00
4) QC/QA				
5) Payroll & Overhead				
this invoice 116.1500%	$3,098.17	$188,182.48	$191,280.65	$219,566.00
average 0.0000%				
6.) Fixed Fee= 0.7083%	$444.54	$54,303.13	$54,747.67	$62,762.00
7) Direct Costs Prime				
8) Services by others				
TSC ☐ DBE?		$11,855.00	$11,855.00	$13,200.00
9) Total invoiced for project including this invoice			$421,725.57	
10) Previously Invoiced		$415,515.47		
11) Payment Due this invoice	$6,210.10			

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
Name
James G. Goumas
Title
Vice President

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

INVOICE

INVOICE DATE: 8/31/2024
INVOICE NO: 24-0714
BILLING THROUGH: 7/31/2024

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

5652124401 - 19th Avenue Improvements: Design Engineering

Engineering services related to final plans, specifications, estimate of costs package submittal to IDOT, and Phase II Environmental testing and Analysis Work completed by True North.

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Providing Design Engineering	$179,000.00	95.00	$170,050.00	$161,100.00	$8,950.00
Providing Services by Others	$13,640.00	45.45	$6,200.00	$6,200.00	$0.00
TOTAL	**$192,640.00**		**$176,250.00**	**$167,300.00**	**$8,950.00**

ADDITIONAL SERVICES BY OTHERS

DESCRIPTION	AMOUNT
True North (INV590)	$11,331.00
TOTAL ADDITIONAL SERVICES BY OTHERS	**$11,331.00**

BILL NO. 15, AMOUNT DUE THIS INVOICE **$20,281.00**

This invoice is due on 9/30/2024

cc: Ms. Tanika Skipper, Accounts Payable

ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
$187,581.00	$158,350.00	$29,231.00

TRUE NORTH
CONSULTANTS

Trusted Partner. Leading Environmental Solutions.

INVOICE

Invoice Date:	8/1/2024
Invoice #:	INV5910

Client Name & Address:
Edwin Hancock Engineering Company
Bill Peterhansen
9933 Roosevelt Road
Westchester, IL 60154

Terms:	Net 30
Client REF/PO:	
TNC Project No:	T243112
Due Date:	8/31/2024

Project Details

Edwin Hancock Engineering Company : 19th Avenue PSI
Proposed 19th Avenue Improvement Project
19th Avenue
Maywood, Illinois 60153

Description	Quantity	Units	Rate	Amount
Soil Characterization Sampling	1	Project		$7,150.00
PSI Report & LPC #663	1	Project		$2,250.00
Associate Consultant - Field Work	8	Project	$95.00	$760.00
Equipment, Materials and Vehicle	1	Unit(s)	$300.00	$300.00
Soil Sample Analysis - pH	1	Sample(s)	$15.00	$15.00
Soil Sample Analysis - Metals	4	Sample(s)	$14.00	$56.00
Principal Consultant - Report Review and QC	2	Project	$150.00	$300.00
Updated PSI and 663 Documentation	1	Project	$500.00	$500.00

Subtotal	$11,331.00
Payments/Credits	$0.00
TOTAL DUE	**$11,331.00**

Remit Payments To:
1000 E. Warrenville Road, Ste. 140
Naperville, IL 60563

Wire ABA Number: 071000013
Swift Code Number: CHASUS33
ACH ABA Number: 071000013
(Routing Number)
Account Name: True North Consultants, Inc.
Account Number: 135636725

If you have questions or can provide remittance information for your payment, please contact Accounts Receivable at:
True North Consultants, Inc.
1000 E. Warrenville Road, Ste. 140
Naperville, IL 60563
accountsreceivable@consulttruenorth.com
630.717.2880

RECOMMENDED 935
FOR APPROVAL
EDWIN HANCOCK ENGINEERING CO.
William O. Peterhansen
DATE 8-19-24
PROJECT NO. 565-21-24401

TRUENORTH
CONSULTANTS

Trusted Partner. Leading Environmental Solutions.

INVOICE

Invoice Date:	8/1/2024
Invoice #:	INV5910

Note: Payment of this invoice is due by the specified due date. All payments received beyond 30 days of the invoice date are subject to a 1.5% late charge per month.

Thank You For Your Business!

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

INVOICE

INVOICE DATE: 8/31/2024
INVOICE NO: 24-0715
BILLING THROUGH: 7/31/2024

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 meetings with contractor, measurement of contractor quantities, construction observation, and line grade staking.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENG TECH - I	170.00	$48.00	$8,160.00
ENGINEER - IV	17.00	$135.00	$2,295.00
ENGINEER - VI	10.00	$160.00	$1,600.00
TOTAL SERVICES	**197.00**		**$12,055.00**

BILL NO. 17, AMOUNT DUE THIS INVOICE **$12,055.00**

This invoice is due on 9/30/2024

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
$532,440.00	$0.00	24-0680	7/31/2024	$11,551.00	$11,963.00	$11,551.00

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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: 8/31/2024
INVOICE NO: 24-0717
BILLING THROUGH: 7/31/2024

5652321901 - 2024 Roadway Improvements – Construction Engineering

Engineering services related to construction observation, measurement of contractor quantities, preparation of contractor pay estimates, and utility coordination.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENG TECH - I	34.50	$48.00	$1,656.00
ENGINEER - I	183.75	$105.00	$19,293.75
ENGINEER - II	19.50	$117.00	$2,281.50
ENGINEER - IV	53.00	$135.00	$7,155.00
ENGINEER - VI	16.00	$160.00	$2,560.00
TOTAL SERVICES	**306.75**		**$32,946.25**

BILL NO. 9, AMOUNT DUE THIS INVOICE **$32,946.25**

This invoice is due on 9/30/2024

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
$68,130.25	$0.00	24-0684	7/31/2024	$31,785.00	$3,399.00	$31,785.00

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

INVOICE

INVOICE DATE: 8/31/2024
INVOICE NO: 24-0720
BILLING THROUGH: 7/31/2024

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

5652403501 - South Maywood Drive Roadway Improvements – Construction Engineering

Engineering services related to construction observation, measurement of contractor quantities, preparation of contractor pay estimates, and utility coordination.

PROFESSIONAL SERVICES

TITLE	HOURS	RATE	AMOUNT
ENGINEER - II	147.00	$117.00	$17,199.00
ENGINEER - IV	24.00	$135.00	$3,240.00
ENGINEER - VI	22.50	$160.00	$3,600.00
TOTAL SERVICES	**193.50**		**$24,039.00**

BILL NO. 7, AMOUNT DUE THIS INVOICE **$24,039.00**

This invoice is due on 9/30/2024

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
$47,957.50	$0.00	24-0676	7/31/2024	$21,494.00	$2,424.50	$21,494.00

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Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Forest Printing

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #123302 dated 08/16/2024 for Village of Maywood Newsletter. *The postage portion has already been paid.

RECOMMENDATION: It is recommended that the total payment of $8,152.34 be approved for payment. The expense account to be charged: 01-12-56700.

FPCO.

Forest Printing Company
7214 W. Madison Street
Forest Park, IL 60130
ph. 708-366-5100 fax 708-36
print@forestprinting.net

Invoice # 123302

Date: 8/16/24

Customer PO:

Accounts Payable
Village of Maywood
40 Madison Street
Maywood IL 60153

Quantity	Description	Amount
8,275	24 Page Newsletter - August 2024, (12 pages)	$ 6,366.70
	24 Page Newsletter - August 2024, 11 x 17 White 80# Gloss Text, 6 sheets, Offset, 4 colors front 4 colors back PDF Proof	
	8,275 Saddle Stitch 24 Page Booklet	
8,191	Mailing Services	
	8,191 Postage Standard	$ 1,785.64

Sales Rep: House Account
Taken by: Vaughn Martini 24 Page Newsletter - August 2024

SUBTOTAL	$ 8,152.34
TAX	
SHIPPING	
TOTAL	$ 8,152.34
AMOUNT DUE	$ 8,152.34

Account Type: Charge
Please pay from this invoice.
To insure that your payment is properly applied, please include the top portion invoice with your payment. To reorder any of the above items by phone or via Email please reference your invoice number.
Thank you!

VILLAGE OF MAYWOOD
CHECK REQUEST FORM

CHECK RECIPIENT:	**Forest Printing Company**
ADDRESS:	**7214 W. Madison Street**
CITY/STATE/ZIP:	**Forest Park, IL 60130**
AMOUNT OF CHECK:	**$6,366.70**
EXPENSE ACCOUNT:	**01-21-52400**
TAX ID#:	
PURPOSE FOR REQUEST:	**Village Newsletter printing production costs for 3rd Quarter 2024 (August Edition).**
SUBMITTING DEPARTMENT:	**Community Engagement**
INDIVIDUAL SUBMITTING REQUEST:	**LaSondra Banks**
AUTHORIZATION:	LaSondra Banks 8/19/24 **DATE**
FINANCE DIRECTOR:	_____ **DATE**
VILLAGE MANAGER:	_____ **DATE**

PLEASE ATTACH SUPPORTING DOCUMENTATION

ADDITIONAL REQUEST:	_____ _____

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Gino's Heating & Plumbing Inc

SPECIFIC ACTION REQUESTED: Payment approval of the invoice #11409 dated 8/17/2024 for emergency water main break at 2nd Ave & Washington for the Village of Maywood Public Works Department.

RECOMMENDATION: It is recommended that the total payment of $11,707.80 be approved for payment. The expense account to be charged: 41-52-53400.

Invoice

Gino's Heating & Plumbing, Inc.
2840 S 12th Ave.
Broadview, IL 60155

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

Date	Invoice #
8/17/2024	11409

Bill To

Village of Maywood
40 Madison Street
Maywood, IL 60153

Description	Amount
EMERGENCY WATER MAIN BREAK REPAIR AT 2ND AVENUE & WASHINGTON 1. RESPOND TO EMERGENCY WATER MAIN BREAK AT 11 PM 2. SHUT OF WATER VALVES 3. MOBILIZE CREW 4. SECURE AREA WITH SAFETY BARRICADES 5. SAW CUT STREET 6. HYDRAULIC BREAK PAVEMENT IN ORDER TO REMOVE 7. DIG IN ORDER TO EXPOSE BROKEN WATER MAIN 8. PREP WATER MAIN FOR REPAIR 9. INSTALL STAINLESS STEEL REPAIR SLEEVE 10. TURN ON WATER TO TEST FOR LEAKS 11. BACKFILL AREA WITH COMPACTIBLE GRAVEL 12. TEMP GRAVEL IN PLACE 19. HAUL AWAY DIRT AND CLEAN-UP	
OVERTIME LABOR	8,231.70
SPOIL REMOVAL (1 LOAD)	800.00
GRAVEL (1 LOAD)	640.00
EQUIPMENT : EXCAVATOR, SKIDSTEER, FRONT-END LOADER, HYDRAULIC BREAKER, AIR COMPRESSOR WITH JACK HAMMER, GENERATOR, 2" TRASH PUMP, TENCH PUMP, COMPACTOR, STREET SAW, SAFETY EQUIPMENT AND JOB SPECIFIC MATERIALS	1,896.10
	Total

Invoice

Gino's Heating & Plumbing, Inc.
2840 S 12th Ave.
Broadview, IL 60155

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

Date	Invoice #
8/17/2024	11409

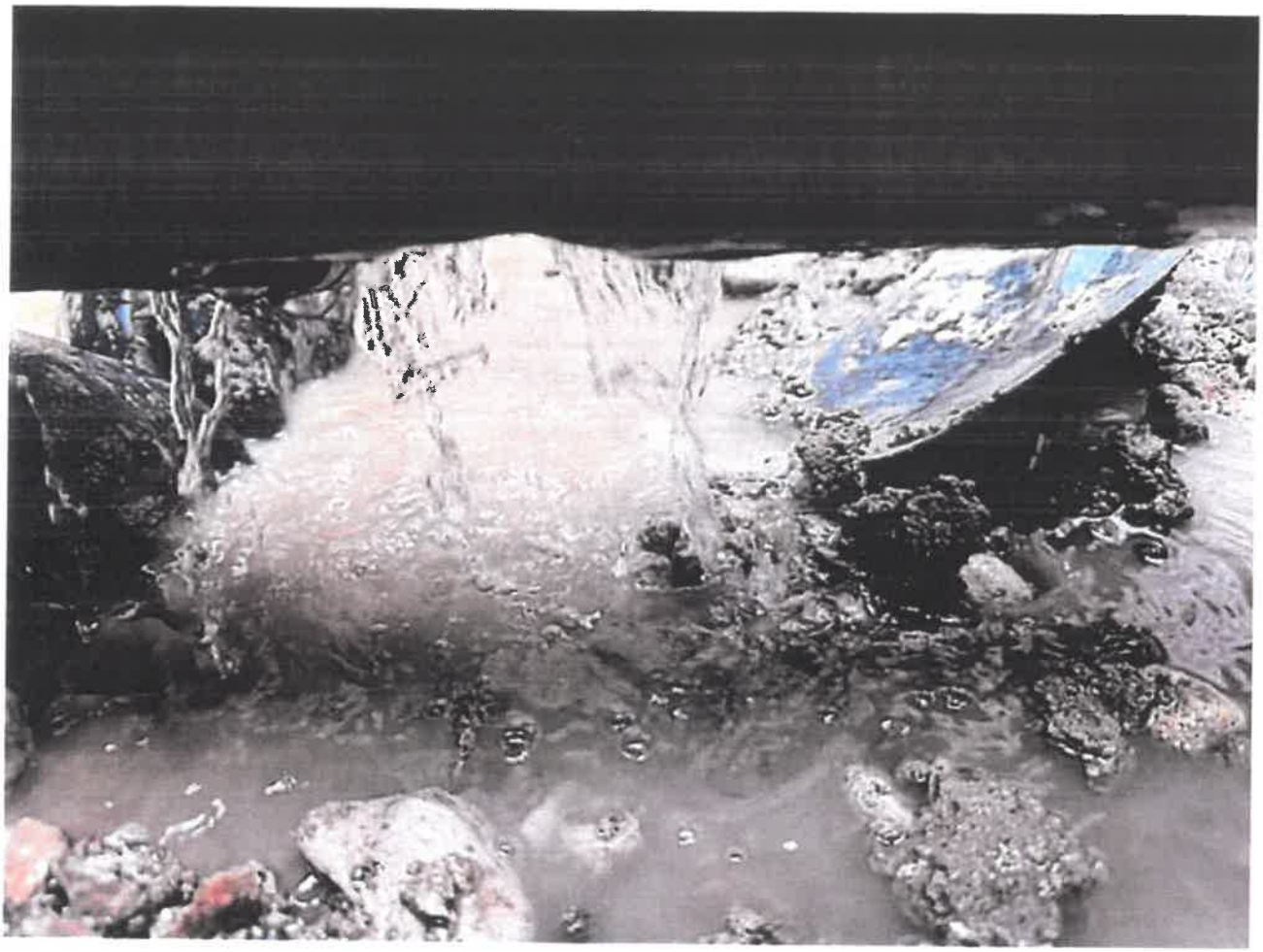
Bill To

Village of Maywood
40 Madison Street
Maywood, IL 60153

Description	Amount
DIESEL FUEL	140.00

RECOMMENDED TO BE PAID $11,707.80
DATE: 8/28/24
DEPT HEAD: [signature] ✓
EXPENSE ACCT: 41-52-53400
PO# _____

	Total	$11,707.80



Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Illinois Environmental Protection Agency

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 06/18/2024 for the FY-2025 Annual NPDES Fee.

RECOMMENDATION: It is recommendation that the total payments of $5,117.00 be approved for payment. The expense account to be charged: 41-55-52400.

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

Account
Invoice - First Notice

VILLAGE OF MAYWOOD CSO
Accounts Payable
40 EAST MADISON STREET
MAYWOOD, IL 60153

Account Information

Account Number	ILM580022 (A)
Facility Address	40 East Madison Street Maywood, IL 60153
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2024 to June 30, 2025
Billing Date	Tue June 18, 2024
Due Date	**Thu August 15, 2024**

Annual NPDES Bill

FY-2025 Billing (CSO (> 10,000 & <= 25,000 Pop.))	$5,000.00
Accumulated Interest on Previous Unpaid Balance	$117.00
Amount Due	**$5,117.00**

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: **epa.npdesfees@illinois.gov** See also the Frequently Asked Questions area at https://www2.illinois.gov/epa/topics/forms/fees/Pages/npdes.aspx.

- See Reverse Side for Additional Important Information -

Cut Here

Payment
Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794
Online Payment Option: https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa

Account Information

Acct. Number	ILM580022 (A)
Acct. Name	VILLAGE OF MAYWOOD CSO
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2024 to June 30, 2025
Billing Date	Tue June 18, 2024

Amount Due **$5,117.00**

Thu August 15, 2024

Amount Enclosed

Business Email Address:
No Email Recorded

Please provide updated email here

ILM580022W

NPDES1B

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Illinois Environmental Protection Agency

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 10/14/2024 for the Water Revolving Fund – Drinking Water Project.

RECOMMENDATION: It is recommended that the total payment of $27,106.89 be approved for payment. The expense account to be charged: 41-10-29903.

Statement date: 8/15/2024

NOTICE OF PAYMENT DUE

PAYMENT IS DUE: 10/14/2024

TOTAL AMOUNT CURRENTLY DUE: **$27,106.89**
Current Principal Due: **27,106.89**
Current Interest Due: **0.00**

Water Revolving Fund - Drinking Water Project Project: L17-4463 Bill Number: 27 (Billed semiannually)

Borrower:

Maywood
40 Madison Street
Maywood, IL 60153

Lender:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section

CURRENT LOAN STATUS

Loan disbursements:	1,049,508.00
Construction period interest:	0.00
Net amount financed:	1,049,508.00

REPAYMENT STATUS

Principal:	670,011.70
Repayment interest paid:	0.00
Total amount repaid:	670,011.70

Your next bill is currently estimated to total $27,106.89 and it will be due on 4/14/2025.
Prior disbursements totaling $349,837.00 have been forgiven as of 8/15/2024.
Pledged to Bond Sale:

Questions may be directed to the Illinois EPA Infrastructure Financial Assistance Section at (217) 782-2027. Please notify us of any address changes.

PAYMENT INSTRUCTIONS

1. Include a copy of this billing with your repayment to ensure proper credit.
2. Do not include any other Agency fee payments with this repayment.

To Make Payment:

1. Go to https://www.aboc.com/trust-services.aspx
2. Select "IEPA Loan Payments" button
3. Set up username, password and contact information
4. Select "Payments"
5. Follow the 6 steps to input your banking and payment information

Electronic payment include the following:

Amalgamated Bank of Chicago
ABA #071003405
CREDIT DDA #: 150002305
Attn.: Corporate Trust
REF: IEPA/WRF 270

PAYMENT IS DUE: 10/14/2024 **TOTAL AMOUNT CURRENTLY DUE:** **$27,106.89**
Water Revolving Fund - Drinking Water Project Project: L17-4463 Bill number: 27 (Billed semiannually)

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Klein Thorpe & Jenkins

SPECIFIC ACTION REQUESTED: Payment approval for Legal Retainer & Services Rendered during July 2024.

Invoice	Amount	Description
08/30/2024	$7,392.00	Legal Retainer July 2024
08/30/2024	$50,034.20	Legal Services July 2024

RECOMMENDATION: It is recommended that the total payments of $57,426.20 be approved for payment. The expense account to be charged: 01-15-52400/TIF.

For the September 10, 2024 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 2024 Pertaining to General Matters, in the amount of $7,392.00, with a cover memo dated September 4, 2024 from Klein, Thorpe and Jenkins, Ltd.

Statements for Legal Services for July 2024 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of $50,034.20, with a cover memo dated September 4, 2024 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: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, LRS

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

Invoice	Date	Amount	Description
MW1967	07/15/2024	$8,107.49	Waste Disposal
0005177746	07/31/2024	$151,297.60	Residential Trash Service July 2024
0005261687	08/31/2024	$146,302.93	Residential Trash Service Aug 2024

RECOMMENDATION: It is recommended that the total payments of $305,708.02 be approved for payment. The expense account to be charged: 01-50-52400.

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

INVOICE

INVOICE NO.	MW1967
PAGE	1 of 9
DATE	07/15/24
CUSTOMER NO.	1051

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
07/01/24	01	MSW Reference: BLUE TRK W TRL Vehicle: VILLAGE OF MAYWOOD	MW-58341	0.66 TN	$50.94	$50.94
07/01/24	01	MSW Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD	MW-58343	0.16 TN	$50.94	$50.94
07/01/24	01	MSW Reference: TRK 249 Vehicle: VILLAGE OF MAYWOOD	MW-58354	0.22 TN	$50.94	$50.94
07/01/24	01	MSW Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD	MW-58372	0.17 TN	$50.94	$50.94
07/01/24	01	MSW Reference: 249 Vehicle: VILLAGE OF MAYWOOD	MW-58374	0.36 TN	$50.94	$50.94
07/01/24	01	MSW Reference: TRK 201 Vehicle: VILLAGE OF MAYWOOD	MW-58379	1.40 TN	$50.94	$71.32
07/01/24	01	MSW Reference: 235 Vehicle: VILLAGE OF MAYWOOD	MW-58387	0.26 TN	$50.94	$50.94
07/01/24	01	MSW Reference: 232 Vehicle: VILLAGE OF MAYWOOD	MW-58401	0.17 TN	$50.94	$50.94
07/01/24	01	MSW Reference: 249 Vehicle: VILLAGE OF MAYWOOD	MW-58403	0.03 TN	$50.94	$50.94
07/01/24	01	MSW Reference: 201	MW-58410	1.62 TN	$50.94	$82.52

LRS - Maywood
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Maywood, IL 60153
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INVOICE

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
07/01/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 232	MW-58415	0.13 TN	$50.94	$50.94
07/01/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 201	MW-58416	0.74 TN	$50.94	$50.94
07/01/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 246	MW-58417	2.70 TN	$50.94	$137.54
07/02/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: TRK 201	MW-58467	0.51 TN	$50.94	$50.94
07/02/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: TRK 249	MW-58472	0.34 TN	$50.94	$50.94
07/02/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58490	1.51 TN	$50.94	$76.92
07/02/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58493	0.11 TN	$50.94	$50.94
07/02/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: `	MW-58499	0.05 TN	$50.94	$50.94
07/03/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58508	0.50 TN	$50.94	$50.94
07/03/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: trl 239	MW-58511	6.16 TN	$50.94	$313.79
07/03/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58520	7.34 TN	$50.94	$373.90

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
		Reference: TRK 247				
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58528	0.49 TN	$50.94	$50.94
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58547	5.33 TN	$50.94	$271.51
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58554	0.08 TN	$50.94	$50.94
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58565	0.05 TN	$50.94	$50.94
		Reference: 231				
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58576	0.10 TN	$50.94	$50.94
		Reference: 232				
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58577	0.12 TN	$50.94	$50.94
		Reference: 253				
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58579	0.02 TN	$50.94	$50.94
		Reference: 231				
		Vehicle: VILLAGE OF MAYWOOD				
07/03/24	01	MSW	MW-58582	0.12 TN	$50.94	$50.94
		Vehicle: VILLAGE OF MAYWOOD				
07/05/24	01	MSW	MW-58610	0.07 TN	$50.94	$50.94
		Reference: TRK 250				
		Vehicle: VILLAGE OF MAYWOOD				
07/05/24	01	MSW	MW-58611	4.45 TN	$50.94	$226.68
		Vehicle: VILLAGE OF MAYWOOD				
07/05/24	01	MSW	MW-58614	1.71 TN	$50.94	$87.11
		Reference: TRK				

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
07/05/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 253	MW-58621	0.26 TN	$50.94	$50.94
07/05/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 235	MW-58623	0.22 TN	$50.94	$50.94
07/05/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 250	MW-58641	0.44 TN	$50.94	$50.94
07/05/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 253	MW-58644	0.14 TN	$50.94	$50.94
07/05/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58650	8.05 TN	$50.94	$410.07
07/06/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: LOADER	MW-58668	1.31 TN	$50.94	$66.73
07/06/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58678	0.80 TN	$50.94	$50.94
07/06/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58691	0.37 TN	$50.94	$50.94
07/08/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 231	MW-58727	0.13 TN	$50.94	$50.94
07/08/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: TRK 235	MW-58741	0.16 TN	$50.94	$50.94
07/08/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58750	0.84 TN	$50.94	$50.94

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
		Reference: TRK 201				
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58752	0.04 TN	$50.94	$50.94
		Reference: TRK 201				
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58772	0.10 TN	$50.94	$50.94
		Reference: 232				
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	T1	TIRES (TN)	MW-58772	1.00 EA	$6.00	$6.00
		Reference: 232				
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58783	0.37 TN	$50.94	$50.94
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58789	1.13 TN	$50.94	$57.56
		Reference: 201				
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58792	0.08 TN	$50.94	$50.94
		Reference: 231				
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58793	0.06 TN	$50.94	$50.94
		Reference: 253				
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58796	0.11 TN	$50.94	$50.94
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58798	0.12 TN	$50.94	$50.94
		Vehicle: VILLAGE OF MAYWOOD				
07/08/24	01	MSW	MW-58800	0.03 TN	$50.94	$50.94
		Reference: 232				
		Vehicle: VILLAGE OF MAYWOOD				

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40 MADISON ST
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MAYWOOD IL 60153

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
07/08/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-58804	0.71 TN	$50.94	$50.94
07/09/24	01	MSW Reference: TRK 249 Vehicle: VILLAGE OF MAYWOOD	MW-58825	0.54 TN	$50.94	$50.94
07/09/24	01	MSW Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD	MW-58849	0.01 TN	$50.94	$50.94
07/09/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-58857	4.42 TN	$50.94	$225.15
07/09/24	01	MSW Reference: BIG TRUCK Vehicle: VILLAGE OF MAYWOOD	MW-58858	15.10 TN	$50.94	$769.19
07/09/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-58865	1.27 TN	$50.94	$64.69
07/09/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-58870	2.90 TN	$50.94	$147.73
07/09/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-58872	1.06 TN	$50.94	$54.00
07/10/24	01	MSW Reference: TRK 250 Vehicle: VILLAGE OF MAYWOOD	MW-58905	0.41 TN	$50.94	$50.94
07/10/24	01	MSW Reference: TRK 201 Vehicle: VILLAGE OF MAYWOOD	MW-58912	0.07 TN	$50.94	$50.94
07/10/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-58942	0.12 TN	$50.94	$50.94
07/10/24	01	MSW Reference: 236	MW-58946	0.19 TN	$50.94	$50.94

LRS - Maywood
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Email: MyDisposal@LRSrecycles.com

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DATE	07/15/24
CUSTOMER NO.	1051

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
07/10/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58948	7.47 TN	$50.94	$380.52
07/10/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58955	0.37 TN	$50.94	$50.94
07/10/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 201	MW-58956	0.34 TN	$50.94	$50.94
07/10/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58962	0.91 TN	$50.94	$50.94
07/10/24	01	Vehicle: VILLAGE OF MAYWOOD MSW	MW-58965	4.28 TN	$50.94	$218.02
07/11/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: TRK 201	MW-58988	0.30 TN	$50.94	$50.94
07/11/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: TRK 201	MW-58994	0.16 TN	$50.94	$50.94
07/11/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: 201	MW-59001	0.18 TN	$50.94	$50.94
07/11/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: TRK 201	MW-59007	0.38 TN	$50.94	$50.94
07/11/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Reference: TRK 232	MW-59018	0.25 TN	$50.94	$50.94
07/11/24	01	Vehicle: VILLAGE OF MAYWOOD MSW Vehicle: VILLAGE OF MAYWOOD	MW-59041	1.80 TN	$50.94	$91.69

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

INVOICE

INVOICE NO.	MW1967
PAGE	8 of 9
DATE	07/15/24
CUSTOMER NO.	1051

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
07/11/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-59044	1.81 TN	$50.94	$92.20
07/11/24	01	MSW Reference: 232 Vehicle: VILLAGE OF MAYWOOD	MW-59048	0.06 TN	$50.94	$50.94
07/11/24	01	MSW Reference: 250 Vehicle: VILLAGE OF MAYWOOD	MW-59049	0.19 TN	$50.94	$50.94
07/12/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-59063	1.00 TN	$50.94	$50.94
07/12/24	01	MSW Reference: TRK 201 Vehicle: VILLAGE OF MAYWOOD	MW-59084	1.55 TN	$50.94	$78.96
07/12/24	01	MSW Reference: 250 Vehicle: VILLAGE OF MAYWOOD	MW-59120	0.08 TN	$50.94	$50.94
07/12/24	01	MSW Reference: 232 Vehicle: VILLAGE OF MAYWOOD	MW-59123	0.05 TN	$50.94	$50.94
07/12/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-59135	2.44 TN	$50.94	$124.29
07/15/24	01	MSW Reference: TRK 236 Vehicle: VILLAGE OF MAYWOOD	MW-59179	0.41 TN	$50.94	$50.94
07/15/24	01	MSW Reference: TRK 235 Vehicle: VILLAGE OF MAYWOOD	MW-59198	0.12 TN	$50.94	$50.94
07/15/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-59219	7.23 TN	$50.94	$368.30

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

INVOICE

INVOICE NO.	MW1967
PAGE	9 of 9
DATE	07/15/24
CUSTOMER NO.	1051

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

DATE	CODE	DESCRIPTION	REFERENCE	QTY	RATE	AMOUNT
07/15/24	01	MSW Reference: 253 Vehicle: VILLAGE OF MAYWOOD	MW-59234	0.10 TN	$50.94	$50.94
07/15/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-59244	0.12 TN	$50.94	$50.94
07/15/24	01	MSW Vehicle: VILLAGE OF MAYWOOD	MW-59246	0.11 TN	$50.94	$50.94

Recommended To Be Paid $8,107.49
Dept.Head: Greg Bukantz
Expense Acct: 01-50-52400
Date: 8/22/24 PO #

0 - 30 Days	31-60 Days	61-90 Days	Over 91 Days	Invoice Total
$14,980.31	$13,296.55	$15,045.59	$0.00	**$8,107.49**

Please detach coupon and remit with payment

REMIT

PAYMENT ADDRESS
LRS, LLC
PO BOX 4700
CAROL STREAM IL 60197-4700

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

INVOICE NO.	MW1967
PAGE	9 of 9
DATE	07/15/24
CUSTOMER NO.	1051

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

0000470020000105100000000000000196700008107490

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

CUSTOMER NO	159458
INVOICE DATE	7/31/2024
INVOICE NO	0005177746
CUSTOMER PO	
DUE DATE	8/30/2024

BALANCE FWD	$411,013.93
PAYMENTS	$-411,013.93
CREDITS	$0.00
CHARGES	$151,297.60
BALANCE DUE	$151,297.60

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

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
New Charges				
Site 159458-0001 - VILLAGE OF MAYWOOD - 40 MADISON ST, MAYWOOD				
7/1/2024 - 7/31/2024	6,500.00	Weekly	ORGANICS TAKE ALL	$16,974.40
7/1/2024 - 7/31/2024	6,500.00	Weekly	95 GALLON SERVICE RESIDENTIAL TRASH	$74,687.36
7/1/2024 - 7/31/2024	6,500.00	Weekly	65 GALLON SERVICE RESIDENTIAL RECYCLE	$27,159.04
7/30/2024	637.55		DISPOSAL COST (RESIDENTIAL)	$32,476.80

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
$ 151,297.60	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 151,297.60

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

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE
159458	7/31/2024	0005177746	$ 151,297.60
YOUR REFERENCE NO		AMOUNT PAID	
		$	

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

Visit us on-line to make your payment

0000470091015945800000000000051777460015129760 4

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

CUSTOMER NO	159458
INVOICE DATE	8/31/2024
INVOICE NO	0005261687
CUSTOMER PO	
DUE DATE	9/30/2024

BALANCE FWD	$151,297.60
PAYMENTS	$0.00
CREDITS	$0.00
CHARGES	$146,302.93
BALANCE DUE	$297,600.53

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

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
New Charges				
Site 159458-0001 - VILLAGE OF MAYWOOD - 40 MADISON ST, MAYWOOD				
8/1/2024 - 8/31/2024	6,500.00	Weekly	ORGANICS TAKE ALL	$16,974.40
8/1/2024 - 8/31/2024	6,500.00	Weekly	95 GALLON SERVICE RESIDENTIAL TRASH	$74,687.36
8/1/2024 - 8/31/2024	6,500.00	Weekly	65 GALLON SERVICE RESIDENTIAL RECYCLE	$27,159.04
8/30/2024	539.50		DISPOSAL COST (RESIDENTIAL)	$27,482.13

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
$ 146,302.93	$ 151,297.60	$ 0.00	$ 0.00	$ 0.00	$ 297,600.53

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

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE
159458	8/31/2024	0005261687	$ 297,600.53
YOUR REFERENCE NO		AMOUNT PAID	
		$	

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

Visit us on-line to make your payment

0000470091015945800000000000052616870014630293 1

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Nafisco, Inc

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #0018279 dated 6/20/2024 for the purchase of street signs for The Village of Maywood Public Works Department.

RECOMMENDATION: It is recommended that the total payment of $5,722.95 be approved for payment. The expense account to be charged: 01-50-60600.

NAFISCO, Inc.

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

SALES INVOICE

Invoice Date	Invoice No.
6/20/2024	00018279

Terms: Net 30 Days

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

Job ID: 006788
General Sales 2024

Customer	Customer Job No.	Customer P.O. No.	Period Covered	Foreman Name / Phone#
MAYWOOD			6/20/2024 - 6/20/2024	

Date	Description	Qty	Price	Total
06/20/24	Hardware (Bolt, Nut, Washer)	50	$2.00	$100.00
06/20/24	12x18 HIP R/W No Parking This Side of Street	30	$26.98	$809.40
06/20/24	12x18 HIP G/W Residential Overnight 2-5 Maywood Logo	30	$31.57	$947.10
06/20/24	12x18 HIP G/W W/ Logo Village of Maywood Property No Trespassing	30	$31.57	$947.10
06/20/24	30x30 FYG W11-2 w/ Crosswalk	15	$106.79	$1,601.85
06/20/24	10'x2" Telespar post	15	$82.50	$1,237.50
06/20/24	Delivery Charge - Nafisco Truck	1	$80.00	$80.00

Note: The * indicates taxable items.

EQUIPMENT RENTAL TOTAL	$0.00
SALES/ONE-TIME CHARGES	$5,642.95
LABOR TOTAL	$80.00
SALES TAX (8.5%)	$0.00
TOTAL CHARGES	$5,722.95
PLEASE PAY THIS AMOUNT	$5,722.95

Recommended To Be Paid $5,722.95
Dept.Head: [signature]
Expense Acct: 01-50-60600
Date: 8/23/24 PO #_____

Thank you for your Business!

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Premium Contractor Services Inc,

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for dog park fence and fix and clean up fence lines.

Invoice	Date	Amount
1745	08/06/2024	$7,500.00
1752	08/19/2024	$18,000.00

RECOMMENDATION: It is recommended that the total payment of $25,500.00 be approved for payment. The expense account to be charged: Various Accounts.

Premium COntractor Services Inc.
6814 W Archer Ave. Suite 106
Chicago, IL 60638
+18722785480
contact@premiumcsi.com

PREMIUM
CONTRACTOR SERVICES, INC.

BILL TO
Greg Buchanan
Maywood Public Works
40 Madison Street
Maywood, Illinois 60153

SHIP TO
Greg Buchanan
Maywood Public Works
40 Madison Street
Maywood, Illinois 60153

INVOICE 1745

DATE 08/06/2024 **TERMS** Due on receipt

DUE DATE 09/01/2024

P.O. NUMBER
Fence Repairs and Clean up

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	25 Cleanup	Fix and clean up fence lines Veterans park	1	3,200.00	3,200.00
	25 Cleanup	Fix and clean up fence lines standard park	1	4,300.00	4,300.00

https://swipesimple.com/links/lnk_8714dc61
Payment Link: https://swipesimple.com/links/lnk_8714dc61

TOTAL DUE **$7,500.00**

$7,500.00

RECOMMENDED TO BE PAID
DATE: 8/14/24
DEPT HEAD: Amy Buchanan
EXPENSE ACCT: 15-60-52400
PO#

Premium COntractor Services Inc.
6814 W Archer Ave. Suite 106
Chicago, IL 60638
+18722785480
contact@premiumcsi.com

PREMIUM
CONTRACTOR SERVICES, INC.

BILL TO
40 Madison Street
Maywood
IL
60153

SHIP TO
40 Madison Street
Maywood
IL
60153

INVOICE 1752

DATE 08/19/2024 TERMS Due on receipt

DUE DATE 08/19/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	dog park fence	Dog park fence	1	18,000.00	18,000.00

Payment Link: https://swipesimple.com/links/lnk_8714dc61

TOTAL DUE $18,000.00

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Quicket

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #2143 dated 6/25/2024 for the Annual Subscription Quicket Platform for The Village of Maywood Police Department.

RECOMMENDATION: It is recommended that the total payments of $24,000.00 be approved for payment. The expense account to be charged: 01-40-52400.

QUICKET SOLUTIONS

INVOICE

Quicket Solutions
1 South Dearborn Street
FL 20
Chicago, Illinois 60603
United States

6307237723
www.quicketsolutions.com

BILL TO
Maywood Police Department
Chief Elijah Willis
125 S. 5th Ave.
Maywood, Illinois 60153
United States

ewillis@maywoodpolice-il.org

Invoice Number: 2143

Invoice Date: June 25, 2024

Amount Due (USD): **$24,000.00**

Items	Quantity	Price	Amount
Annual Subscription Quicket Platform - Phase 2	1	$24,000.00	$24,000.00
		Subtotal:	$24,000.00
		Total:	$24,000.00
		Amount Due (USD):	**$24,000.00**

RECOMMENDED TO BE PAID
DATE: 8/13/2024
DEPT HEAD:
EXPENSE ACCT: 01-40-52400
PO#

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Russo

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #SPI20693247 dated 6/6/2024 for 12'enclosed trailer for the Village of Maywood Public Works Department.

RECOMMENDATION: It is recommended that the total payment of $6,493.00 be approved for payment. The expense account to be charged: 01-53-87000.

RUSSO

9525 W. Irving Park Road
Schiller Park, IL 60176
(847) 678-9525
RussoPower.com

Invoice
SPI20693247

Bill-to

Village Of Maywood PW Dept.
Tanika Skipper
40 Madison Street
Attn: PW
Maywood, IL 60153

United States

Ship-to

Village Of Maywood PW Dept.
Tanika Skipper
40 Madison Street
Attn: PW
Maywood, IL 60153

United States

Invoice Details

Customer ID	1715057
Customer PO	GREG
Order No.	SO20722893
Sales Rep	Luis Gomez
Ship Via	Customer Pick up - Dock
Invoice Date	6/6/2024
Due Date	7/21/2024
Terms	Net 45 Days
Customer Phone	(708)450-6316

Item No.	Description	Qty	List Price	Unit Price	Amount
FT712S2-DWELL	12' Fasttrac Enclosed Trailer / 3K / SA **SN:** 7K61E121XNH900786	1	6,120.00	6,120.00	6,120.00
2643-GLOWRUB	Garbage Can / 44Gal / Russo Orange Glow	1	101.27	0.00	0.00
SETUP-TRAILER	Set-Up Trailer	1	150.00	150.00	150.00
DOCFEE	Trailer Document Fee	1	50.00	50.00	50.00
MPLATE-IL	M Municipal Plate	1	8.00	8.00	8.00
TITLE-IL	IL Title Transfer Fee	1	165.00	165.00	165.00

Dock Pickup

Item No.	Description	Qty
FT712S2-DWELL	12' Fasttrac Enclosed Trailer / 3K / SA **SN:** 7K61E121XNH900786	1

$6,493.00

RECOMMENDED TO BE PAID
DATE: 8/14/24
DEPT HEAD: Greg Buchanan
EXPENSE ACCT: 04-53-87000
PO#

Did you know...

...STIHL backpack blowers are a great choice for powering you through yard cleanup! Plus, select STIHL items purchased on RussoPower.com now ship directly to your door for added convenience!

Signature :

Subtotal	**6,493.00**
Tax	0.00
Total	**6,493.00**
Remaining Balance	**6,493.00**

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Acting Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Triggi Construction

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice 2408-02 dated 8/27/2024 for construction on the reference project which involves the improvement of various streets within the Village of Maywood such as:

- Legion Street from 9th Avenue to 5th Avenue
- 8th Avenue from Wilcox Street to Legion Street
- 7th Avenue from Wilcox Street to Legion Street
- 6th Avenue from Wilcox Street to Green Street

The project to be constructed consists of reconstructing pavements to Portland Cement Concrete pavement, resurfacing roadway pavements with Hot-Mix Asphalt and replacement of combination curb and gutter, sidewalk, and driveway aprons. Storm sewer pipe and structure replacements are to be installed as part of this project. This project will improve drainage conditions along this roadway as well as roadway surface conditions. Also included are improvements to entry walks, adjacent asphalt surfacing and landscape restoration.

The work represented on this pay estimate includes work performed between July 19, 2024, and August 23, 2024. Generally, the work performed within this period includes installation of storm sewer and drainage structures, roadway pavement removal and excavation, concrete pavement reconstruction and combination and curb and gutter, sidewalk and driveway apron replacement. We have reviewed the work performed and have found the work represented by the quantities on this estimate has been satisfactorily completed to date. We have reviewed the current project quantities with representatives of Triggi Construction and have found them to be accurate.

RECOMMENDATION: It is recommendation that the total payment of $465,866.10 be approved for payment. The expense account to be charged: Madison St TIF.

September 3, 2024

Frank Torres
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: Maywood 2024 Roadway Improvements
Pay Estimate No. 2

Dear Mr. Torres:

Triggi Construction, Inc., of West Chicago, Illinois has continued working on the referenced project. The project involves the improvement of various streets within the in Village of Maywood:

- Legion Street from 9th Avenue to 5th Avenue
- 8th Avenue from Wilcox Street to Legion Street
- 7th Avenue from Wilcox Street to Legion Street
- 6th Avenue from Wilcox Street to Green Street

The project to be constructed consists of reconstructing pavements to Portland Cement Concrete pavement, resurfacing roadway pavements with Hot-Mix Asphalt and replacement of combination curb and gutter, sidewalk, and driveway aprons. Storm sewer pipe and structure replacements are to be installed as part of this project. This project will improve drainage conditions along this roadway as well as roadway surface conditions. Also included are improvements to entry walks, adjacent asphalt surfacing and landscape restoration.

The work represented on this pay estimate includes work performed between July 19, 2024 and August 23, 2024. Generally, the work performed within this period includes pavement removal and excavation, concrete pavement reconstruction and combination and curb and gutter, sidewalk and driveway apron replacement, roadway milling and concrete base patching. 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 Triggi Construction, Inc., and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 2408-02, dated August 27, 2024 in the amount of $465,866.10. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 2. The construction of the project will be funded through the Village of Maywood's Madison TIF fund.

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

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, Director of Public Works
Mr. Art Merkelz, Project Manager, Triggi Construction, Inc.

2024 Roadway Improvements
Owner: Village of Maywood
Contractor: Triggi Construction Inc.
Engineer: Edwin Hancock Engineering Co.
Engineer's Pay Estimate No. 2
August 26, 2024

			AWARDED		QUANTITY				
No.	Items	Unit	Quantity	Value	Overage	Remaining	Completed	Unit Price	Amount
1	Earth Excavation	CuYd	700.0	$ 31,500.00	0	373	327	$ 45.00	$ 14,715.00
2	Undercut Excavation	CuYd	160.0	$ 160.00	0	147	13	$ 1.00	$ 13.00
3	Porous Granular Embankment, 3"	CuYd	160.0	$ 160.00	0	147	13	$ 1.00	$ 13.00
4	Exploratory Excavation	Hour	10.0	$ 750.00	0	10	0	$ 75.00	$ -
5	Combination Curb and Gutter Removal	Foot	4,980.0	$ 42,330.00	0	246	4734	$ 8.50	$ 40,239.00
6	Sidewalk Removal	SqFt	12,000.0	$ 24,000.00	2,875	0	14875	$ 2.00	$ 29,750.00
7	Driveway Pavement Removal	SqYd	2,540.0	$ 50,800.00	0	504	2036	$ 20.00	$ 40,720.00
8	Pavement Removal	SqYd	5,860.0	$ 117,200.00	0	2,328	3532	$ 20.00	$ 70,640.00
9	Incidental Hot-Mix Asphalt Surface Removal	SqYd	140.0	$ 3,500.00	0	90	50	$ 25.00	$ 1,250.00
10	Hot-Mix Asphalt Surface Removal, Variable Depth	SqYd	4,990.0	$ 37,425.00	0	330	4660	$ 7.50	$ 34,950.00
11	10" Diameter, PVC Comb Sewer Pipe Replacement	Foot	54.0	$ 18,900.00	0	0	54	$ 350.00	$ 18,900.00
12	Add'l 10" Dia., PVC Comb Sewer Pipe Replacement	Foot	12.0	$ 12.00	0	8	4	$ 1.00	$ 4.00
13	10"x 6" PVC Sewer Service Connections	Each	4.0	$ 2,800.00	0	0	4	$ 700.00	$ 2,800.00
14	6" Diameter, PVC Sanitary Sewer Service Pipe	Foot	70.0	$ 70.00	0	18	52	$ 1.00	$ 52.00
15	10" Diameter, PVC Storm Sewer Pipe	Foot	300.0	$ 21,000.00	0	44	256	$ 70.00	$ 17,920.00
16	12" Diameter, PVC Storm Sewer Pipe	Foot	30.0	$ 2,400.00	0	2	28	$ 80.00	$ 2,240.00
17	12" Diameter, DIP Storm Sewer Pipe	Foot	30.0	$ 2,850.00	0	8	22	$ 95.00	$ 2,090.00
18	Trench Backfill	CuYd	400.0	$ 400.00	0	162	238	$ 1.00	$ 238.00
19	Inlet, Type A, Type 1 Frame, Open Lid	Each	6.0	$ 9,000.00	0	1	5	$ 1,500.00	$ 7,500.00
20	Restricted Depth CB, 4' Diameter, Type 1 Frame, Open Lid	Each	6.0	$ 35,100.00	1	0	7	$ 5,850.00	$ 40,950.00
21	Connection to Existing Structure	Each	3.0	$ 4,500.00	1	0	4	$ 1,500.00	$ 6,000.00
22	Frames and Lids to be Adjusted	Each	6.0	$ 3,720.00	0	0	6	$ 620.00	$ 3,720.00
23	Water Services Boxes and Valve boxes to Be Adjusted	Each	6.0	$ 450.00	0	6	0	$ 75.00	$ -
24	Structure to be Reconstructed	Each	13.0	$ 51,350.00	0	0	13	$ 3,950.00	$ 51,350.00
25	Structure to be Removed	Each	19.0	$ 4,275.00	0	7	12	$ 225.00	$ 2,700.00
26	Frames and Lids	Each	13.0	$ 5,135.00	0	4	9	$ 395.00	$ 3,555.00
27	Manhole Bench Repair	Each	1.0	$ 2,500.00	0	1	0	$ 2,500.00	$ -
28	Inlet Filters	Each	25.0	$ 3,375.00	0	1	24	$ 135.00	$ 3,240.00
29	Comb Concrete Curb & Gutter, Type B-6.12 (Modified)	Foot	4,150.0	$ 124,500.00	0	410	3740	$ 30.00	$ 112,200.00
30	Comb Concrete Curb & Gutter, Type B-6.12 (Special)	Foot	760.0	$ 26,600.00	234	0	994	$ 35.00	$ 34,790.00

2024 Roadway Improvements
Owner: Village of Maywood
Contractor: Triggi Construction Inc.
Engineer: Edwin Hancock Engineering Co.
Engineer's Pay Estimate No. 2
August 26, 2024

			AWARDED		QUANTITY				
No.	Items	Unit	Quantity	Value	Overage	Remaining	Completed	Unit Price	Amount
31	Concrete Curb , Type B	Foot	70.0	$ 3,500.00	0	54	16	$ 50.00	$ 800.00
32	Portland Cement Concrete Sidewalk, 5"	SqFt	12,000.0	$ 90,000.00	2,875	0	14875	$ 7.50	$ 111,562.50
33	Detectable Warnings	SqFt	400.0	$ 10,000.00	0	20	380	$ 25.00	$ 9,500.00
34	Portland Cement Concrete Driveway Pavement, 7"	SqYd	600.0	$ 42,000.00	407	0	1007	$ 70.00	$ 70,490.00
35	High-Early PCC Driveway Pavement, 8"	SqYd	1,560.0	$ 124,800.00	0	530	1030	$ 80.00	$ 82,400.00
36	High-Early PCC Pavement, 8" (Jointed)	SqYd	2,220.0	$ 177,600.00	0	262	1958	$ 80.00	$ 156,640.00
37	Aggregate Base Course, Type B, 6"	SqYd	2,220.0	$ 22,200.00	0	262	1958	$ 10.00	$ 19,580.00
38	Aggregate Base Course, Type B, 9"	SqYd	140.0	$ 2,450.00	0	140	0	$ 17.50	$ -
39	Portland Cement Concrete Base Course, 8"	SqYd	3,360.0	$ 252,000.00	0	3,360	0	$ 75.00	$ -
40	Deformed Tie Bars	Each	3,000.0	$ 9,000.00	0	2,177	823	$ 3.00	$ 2,469.00
41	Geogrid for Ground Stabilization	SqYd	2,220.0	$ 11,100.00	0	262	1958	$ 5.00	$ 9,790.00
42	Hot-Mix Asphalt Surface Course, Mix D, N50, 2"	Ton	700.0	$ 70,000.00	0	700	0	$ 100.00	$ -
43	Leveling Binder (Machine Method), N50, 1 1/4"	Ton	600.0	$ 60,000.00	0	600	0	$ 100.00	$ -
44	Incidental Hot-Mix Asphalt Surfacing	Ton	50.0	$ 15,000.00	0	50	0	$ 300.00	$ -
45	Bituminous Materials (Tack Coat) SS-1	Gallon	1,200.0	$ 12.00	0	1,200	0	$ 0.01	$ -
46	Hot-Mix Asphalt - Longitudinal Joint Sealant	Foot	1,990.0	$ 12,437.50	0	1,990	0	$ 6.25	$ -
47	Topsoil Placement, 3"	SqYd	5,000.0	$ 40,000.00	0	5,000	0	$ 8.00	$ -
48	Sodding	SqYd	5,000.0	$ 50,000.00	0	5,000	0	$ 10.00	$ -
49	Supplemental Watering	Unit	100.0	$ 100.00	0	100	0	$ 1.00	$ -
50	Thermoplastic Pavement Marking - Line 6"	Foot	1,000.0	$ 2,000.00	0	1,000	0	$ 2.00	$ -
51	Thermoplastic Pavement Marking - Line 24"	Foot	110.0	$ 880.00	0	110	0	$ 8.00	$ -
52	Polyurea Pavement Marking - Line 4"	Foot	500.0	$ 2,500.00	0	500	0	$ 5.00	$ -
53	Polyurea Pavement Marking - Line 6" (White)	Foot	700.0	$ 5,250.00	0	700	0	$ 7.50	$ -
54	Polyurea Pavement Marking - Line 24" (White)	Foot	150.0	$ 4,500.00	0	150	0	$ 30.00	$ -
55	Polyurea Pavement Marking -Letters and Symbols	SqFt	10.0	$ 250.00	0	10	0	$ 25.00	$ -
56	Precast Concrete Parking Blocks	Each	25.0	$ 6,250.00	0	25	0	$ 250.00	$ -
57	6" Inserta Valve	Each	3.0	$ 46,500.00	0	0	3	$ 15,500.00	$ 46,500.00
58	Valve Vault, Type A, 4' Diameter, Type 1 Frame, Closed Lid	Each	3.0	$ 7,500.00	0	0	3	$ 2,500.00	$ 7,500.00
59	Temporary Hot-Mix Asphalt Pavement	Ton	50.0	$ 12,500.00	0	50	0	$ 250.00	$ -
60	Restricted Depth Manhole, 4' Dia., Type 1 Frame, Closed Lid	Each	3.0	$ 42,750.00	0	0	3	$ 14,250.00	$ 42,750.00
61	Alley to be Regraded	SqYd	220.0	$ 3,300.00	0	220	0	$ 15.00	$ -
62	Inversion Lining of 10" Combination Sewer	Foot	320.0	$ 20,800.00	0	0	320	$ 65.00	$ 20,800.00
63	Permanent Reinstatement of Services	Each	11.0	$ 825.00	0	11	0	$ 75.00	$ -
64	Trim Protruding Tap	Each	10.0	$ 1,500.00	0	10	0	$ 150.00	$ -
65	Sign Panel, Type 1	SqFt	250.0	$ 6,250.00	0	250	0	$ 25.00	$ -
66	Telescoping Steel Sign Support	Foot	600.0	$ 9,000.00	0	600	0	$ 15.00	$ -
67	Contigent Cash Allowance	Dollar	50,000.00	$ 50,000.00	0	50,000	0	$ 1.00	$ -

2024 Roadway Improvements
Owner: Village of Maywood
Contractor: Triggi Construction Inc.
Engineer: Edwin Hancock Engineering Co.
Engineer's Pay Estimate No. 2
August 26, 2024

			AWARDED		QUANTITY				
No.	Items	Unit	Quantity	Value	Overage	Remaining	Completed	Unit Price	Amount
68	Traffic Control and Protection	LS	1.0	$ 21,250.00	0	0	0.8	$ 21,250.00	$ 17,000.00

Total	$ 1,862,766.50	$ 1,140,320.50
Less Amount Retained, 10%		$ 114,032.05
Less Amount, Previous Invoices		$ 560,422.35
Total Amount Due, Pay Estimate No. 2		**$ 465,866.10**

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF COOK } SS

Qty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF MAYWOOD
to furnish LABOR AND MATERIALS
for the premises known as MAYWOOD - 2024 ROADWAY IMPROVEMENTS
of which VILLAGE OF MAYWOOD is the owner.

THE undersigned, for and in consideration of Four Hundred Sixty Five Thousand Eight Hundred Sixty Six and 10/100 Dollars ($465,866.10) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE August 27, 2024

COMPANY NAME Triggi Construction, Inc.

ADDRESS 1975 Powis Rd, POB 235, West Chicago, IL 60186-0235

SIGNATURE AND TITLE: _____
GIOVANNI DIFRUSCOLO , PRESIDENT

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GIOVANNI DIFRUSCOLO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) Triggi Construction, Inc. WHO IS THE CONTRACTOR FURNISHING LABOR AND MATERIALS WORK ON THE BUILDING LOCATED AT VARIOUS LOCATIONS, MAYWOOD, IL 60153
OWNED BY VILLAGE OF MAYWOOD

That the total amount of the contract including extras* is $1,862,766.50 on which he or she has received payment of $560,422.35 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TRIGGI CONSTRUCTION INC. P.O. BOX 235 WEST CHICAGO, IL 60186-0235	REPLACEMENT- CONCRETE	851,328.40	308,150.10	375,066.34	168,111.96
SUBURBAN GENERAL CONSTRUCTION INC. 1019 E 31ST STREET LAGRANGE PARK, IL 60526	STORM SEWER	262,400.00	229,230.00	0.00	33,170.00
LINDAHL BROTHERS INC. 622 E GREEN STREET BENSENVILLE, IL 60106-2579	ASPHALT PAVING/MILL	195,083.60	0.00	0.00	195,083.60
AMERICAN TOPSOIL CHICAGO INC. P.O. BOX 92052 ELK GROVE VILLAGE, IL 60009	LANDSCAPING	90,000.00	0.00	0.00	90,000.00
WORK ZONE SAFETY INC. 17051 GAYLORD ROAD CREST HILL, IL 60403	TRAFFIC CONT & PROT	25,975.00	4,826.25	2,895.75	18,253.00
VISU-SEWER CLEAN & SEAL INC. W230 N4855 BETKER ROAD PEWAUKEE, WI 53072	STORM SEWER	22,565.00	18,216.00	0.00	4,349.00
PRECISION PAVEMENT MARKINGS INC. 1220 BELL COURT PINGREE GROVE, IL 60140	PAVT. MARKINGS	15,414.50	0.00	0.00	15,414.50
PRAIRIE MATERIAL 5185 PAYSHPERE CIRCLE CHICAGO, IL 60674	READY MIX CONCRETE	400,000.00	0.00	87,904.01	312,095.99

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GIOVANNI DIFRUSCOLO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) Triggi Construction, Inc. WHO IS THE CONTRACTOR FURNISHING LABOR AND MATERIALS WORK ON THE BUILDING LOCATED AT VARIOUS LOCATIONS, MAYWOOD, IL 60153 OWNED BY VILLAGE OF MAYWOOD

That the total amount of the contract including extras* is $1,862,766.50 on which he or she has received payment of $560,422.35 prior to this payment, That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE,		1,862,766.50	560,422.35	466,866.10	836,478.05

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

DATE August 27th, 2024

SIGNATURE: GIOVANNI DIFRUSCOLO , PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF AUGUST, 2024

NOTARY PUBLIC

OFFICIAL SEAL
ARTHUR W MERKELZ III
Notary Public, State of Illinois
Commission No. 986503
My Commission Expires February 5, 2028

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

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

COUNTY OF WILL

Qty #

Escrow #

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by TRIGGI CONSTRUCTION INC
to furnish TRAFFIC CONTROL & PROTECTION
for the premises known as 2024 ROADWAY IMPROVEMENTS JOB #2408-01 WZS #T240515
of which VILLAGE OF MAYWOOD is the owner.

THE undersigned, for and in consideration of TWO THOUSAND EIGHT HUNDRED NINETY FIVE & 75/100 ($2,895.75) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 8/30/24 COMPANY NAME WORK ZONE SAFETY, INC
ADDRESS 17051 GAYLORD RD. CREST HILL, IL 60403
SIGNATURE AND TITLE _____ President

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF WILL

TO WHOM IT MAY CONCERN:
THE UNDERSIGNED, (NAME) SILVANO ORTIZ BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) WORK ZONE SAFETY, INC WHO IS THE CONTRACTOR FURNISHING TRAFFIC CONTROL & PROTECTION WORK ON THE BUILDING LOCATED AT 2024 ROADWAY IMPROVEMENTS JOB #2408-01 WZS #T240515 OWNED BY VILLAGE OF MAYWOOD
That the total amount of the contract including extras* is $25,975.00 on which he or she has received payment of $4,826.25 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications;

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
WORK ZONE SAFETY, INC.	Traffic Control & Protection	$25,975.00	$4,826.25	$2,895.75	$18,253.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		$25,975.00	$4,826.25	$2,895.75	$18,253.00

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

DATE 8/30/24 SIGNATURE: _____ President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF August, 2024

NOTARY PUBLIC

OFFICIAL SEAL
TINA M HENTGEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/23/2025

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

f.1722 R5/96

Provided by Chicago Title Insurance Company

WAIVER OF LIEN - PARTIAL

Materials Or Labor

State Of Illinois

SS

County of Cook

Whereas, the undersigned, **VCNA Prairie, LLC / PRAIRIE MATERIAL** has been employed by **Triggi Construction, Inc.** to furnish ready mix concrete for the building and premises known as:

PROJECT: 2024 Roadway Improvements

OWNER: Village of Maywood

Now, therefore, know ye, that **VCNA PRAIRIE, LLC / PRAIRIE MATERIAL** the undersigned, being requested to give a partial waiver to the extent of this payment, for and in consideration of the sum of **$87,904.01** receipt whereof is hereby acknowledged, does hereby waive and release to the extent of the said amount only any and all lien, or claim, or right to lien on said above described building and premises under the Statutes of the State of Illinois relating to Mechanic's Liens, on account of labor or materials, or both, furnished to the extent of this payment only, for said building and premises.

Given under my hand and sealed this **29th** day of **August, 2024**

This waiver invalid if altered in any manner.

VCNA Prairie, LLC
PRAIRIE MATERIAL

Michelle Losiak
Credit Coordinator

Its Duly Authorized Agent

Triggi Construction, Inc.

1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Invoice # 2408-02

Customer ID 27

Date 08/27/2024 **Page #** 1

Job ID 2408

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

MAYWOOD - 2024 ROADWAY IMPROVEMENTS
VARIOUS LOCATIONS
MAYWOOD, IL 60153

Phone (708)344-1200
PAY ESTIMATE TWO

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
4301	EARTH EXCAVATION	327.00	CY	$45.00	$14,715.00
4302	UNDERCUT EXCAVATION	13.00	CY	$1.00	$13.00
4303	POROUS GRAN EMBANKMENT 3"	13.00	CY	$1.00	$13.00
4304	EXPLORATORY EXCAVATION				
4305	CURB AND GUTTER REMOVAL	4,734.00	FT	$8.50	$40,239.00
4306	SIDEWALK REMOVAL	14,875.00	SF	$2.00	$29,750.00
4307	DRIVEWAY PAVT REMOVAL	2,036.00	SY	$20.00	$40,720.00
4308	PAVEMENT REMOVAL	3,532.00	SY	$20.00	$70,640.00
4309	INCIDENTAL HMA SURF REMOVAL	50.00	SY	$25.00	$1,250.00
4310	HMA SURFACE REMOVAL VD	4,660.00	SY	$7.50	$34,950.00
4311	10" PVC COMB SEWER PIPE REPL	54.00	FT	$350.00	$18,900.00
4312	ADDL 10" PVC COMB SEWER PIPE	4.00	FT	$1.00	$4.00
4313	10" X 6" PVC SEWER SERVICE CONNECT	4.00	EA	$700.00	$2,800.00
4314	6" PVC SAN SEWER SERVICE PIPE	52.00	FT	$1.00	$52.00
4315	10" PVC STORM SEWER PIPE	256.00	FT	$70.00	$17,920.00
4316	12" PVC STORM SEWER PIPE	28.00	FT	$80.00	$2,240.00
4317	12" DIP STORM SEWER PIPE	22.00	FT	$95.00	$2,090.00
4318	TRENCH BACKFILL	238.00	CY	$1.00	$238.00
4319	INLET A T1 FR OL	5.00	EA	$1,500.00	$7,500.00
4320	R-D CATCH BASIN 4' T1 FR OL	7.00	EA	$5,850.00	$40,950.00
4321	CONNECT TO EXIST SEWER	4.00	EA	$1,500.00	$6,000.00
4322	FRAME AND LID ADJUSTED	6.00	EA	$620.00	$3,720.00

Continued

Triggi Construction, Inc.

1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Invoice # 2408-02

Customer ID 27

Date 08/27/2024 Page # 2

Job ID 2408

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

MAYWOOD - 2024 ROADWAY IMPROVEMENTS
VARIOUS LOCATIONS
MAYWOOD, IL 60153

Phone (708)344-1200
PAY ESTIMATE TWO

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
4323	WATER BOX / VALVE BOX ADJUST				
4324	STRUCTURE RECONSTRUCTED	13.00	EA	$3,950.00	$51,350.00
4325	STRUCTURE TO BE REMOVED	12.00	EA	$225.00	$2,700.00
4326	FRAME AND LID	9.00	EA	$395.00	$3,555.00
4327	MANHOLE BENCH REPAIR				
4328	INLET FILTERS	24.00	EA	$135.00	$3,240.00
4329	CURB AND GUTTER B6.12 MOD	3,740.00	FT	$30.00	$112,200.00
4330	CURB AND GUTTER B6.12 SPL	994.00	FT	$35.00	$34,790.00
4331	CONCRETE CURB TYPE B	16.00	FT	$50.00	$800.00
4332	PCC SIDEWALK 5"	14,875.00	SF	$7.50	$111,562.50
4333	DETECTABLE WARNINGS	380.00	SF	$25.00	$9,500.00
4334	PCC DRIVEWAY PAVT 7"	1,007.00	SY	$70.00	$70,490.00
4335	HES PCC DRIVEWAY PAVT 8"	1,030.00	SY	$80.00	$82,400.00
4336	HES PCC PAVEMENT 8" (JTD)	1,958.00	SY	$80.00	$156,640.00
4337	AGGREGATE BASE CSE TYPE B 6"	1,958.00	SY	$10.00	$19,580.00
4338	AGGREGATE BASE CSE TYPE B 9"				
4339	PCC BASE COURSE 8"				
4340	DEFORMED TIE BARS	823.00	EA	$3.00	$2,469.00
4341	GEOGRID F/ GROUND STAB	1,958.00	SY	$5.00	$9,790.00
4342	HMA SURFACE CSE MIX D N50 2"				
4343	LEVEL BINDER MM N50 1.25"				
4344	INCIDENTAL HMA SURFACING				
4345	BIT MATLS TACK COAT SS-1				
4346	HMA LONGITUDINAL JOINT SEALANT				

Continued

Triggi Construction, Inc.

1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Invoice # 2408-02

Customer ID 27

Date 08/27/2024 Page # 3

Job ID 2408

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

MAYWOOD - 2024 ROADWAY IMPROVEMENTS
VARIOUS LOCATIONS
MAYWOOD, IL 60153

Phone (708)344-1200
PAY ESTIMATE TWO

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
4347	TOPSOIL PLACEMENT 3"				
4348	SODDING				
4349	SUPPLE WATERING				
4350	THPL PAVT MK LINE 6"				
4351	THPL PAVT MK LINE 24"				
4352	POLYUREA PAVT MK LINE 4"				
4353	POLYUREA PAVT MK LINE 6"				
4354	POLYUREA PAVT MK LINE 24"				
4355	POLYUREA PAVT MK L&S				
4356	PRECAST CONC PARKING BLOCK				
4357	6" INSERTA VALVE	3.00	EA	$15,500.00	$46,500.00
4358	VALVE VAULT A 4' T1 FR CL	3.00	EA	$2,500.00	$7,500.00
4359	TEMP HMA PAVEMENT				
4360	R-D CATCH BASIN 4' T1 FR CL	3.00	EA	$14,250.00	$42,750.00
4361	ALLEY TO BE REGRADED				
4362	INVERSION LINE 10" COMB SEWER	320.00	FT	$65.00	$20,800.00
4363	PERMANENT REINSTATE SERVICES				
4364	TRIM PROTRUDING TAP				
4365	SIGN PANEL TYPE 1				
4366	TELES STEEL SIGN SUPPORT				
4367	CONTINGENT CASH ALLOWANCE				
4368	TRAFFIC CONTROL AND PPROTECT	0.80	LS	$21,250.00	$17,000.00

Continued

Triggi Construction, Inc.

1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Invoice # 2408-02

Customer ID 27

Date 08/27/2024 Page # 4

Job ID 2408

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

MAYWOOD - 2024 ROADWAY IMPROVEMENTS
VARIOUS LOCATIONS
MAYWOOD, IL 60153

Phone (708)344-1200
PAY ESTIMATE TWO

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9990	RESERVED				

Original Contract	1,862,766.50	Work Completed to Date	1,140,320.50
Approved Change Orders	0.00	Less Retentions	114,032.05
Current Contract	1,862,766.50	Net Completed to Date	1,026,288.45
		Less Net Previously Billed	560,422.35
Balance to Complete	722,446.00	**Net Due This Invoice**	**465,866.10**

TERMS: NET DUE 08/27/2024.

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Triggi Construction

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice 2407-03 dated 8/26/2024 for construction on the reference project which involves the improvement of South Maywood Drive from the western Village limit to 19th Avenue.

The project to be constructed consists of reconstruction of South Maywood Drive to a Portland Cement Concrete Pavement and replacement of combination curb and gutter, sidewalk along the south side and concrete driveway aprons to the businesses. Storm sewer pipe and structure replacements are to be installed as part of this project. This project will improve drainage conditions along this roadway as well as roadway surface conditions. Also included are improvements to business entry walks, adjacent asphalt surfacing and landscape restoration.

The work represented on this pay estimate includes work performed between July 19, 2024, and August 23, 2024. Generally, the work performed within this period includes installation of storm sewer and drainage structures. We have reviewed the work performed and have found the work represented by the quantities on this estimate has been satisfactorily completed to date. We have reviewed the current project quantities with representatives of Triggi Construction and have found them to be accurate.

RECOMMENDATION: It is recommendation that the total payment of $145,363.72 be approved for payment. The expense account to be charged: Madison St TIF.

HANCOCK ENGINEERING
100 Years of Excellence
Civil Engineers ◆ Municipal Consultants ◆ Established 1911

September 3, 2024

Frank Torres
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: South Maywood Drive Roadway Improvements
Pay Estimate No. 3

Dear Mr. Torres:

Triggi Construction, Inc., of West Chicago, has continued construction on the referenced project. The project involves the improvement of South Maywood Drive from the western Village limit to 19th Avenue.

The project to be constructed consists of reconstructing South Maywood Drive to a Portland Cement Concrete pavement and replacement of combination curb and gutter, sidewalk along the south side and concrete driveway aprons to the businesses. Storm sewer pipe and structure replacements are to be installed as part of this project. This project will improve drainage conditions along this roadway as well as roadway surface conditions. Also included are improvements to business entry walks, adjacent asphalt surfacing and landscape restoration.

The work represented on this pay estimate includes work performed between July 19, 2024 and August 23, 2024. Generally, the work performed within this period includes removal of roadway pavement, concrete curb and gutter, sidewalk and driveway; aggregate subgrade improvements, and reconstruction of roadway to concrete pavement, curb and gutter, sidewalk and driveway pavements. 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 Triggi Construction, Inc., and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 2407-03, dated August 26, 2024 in the amount of $145,363.72. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 3. The construction of the project will be funded through the Cook County's Invest in Cook Expansion Program and the American Rescue Plan Act (ARPA) in the amount of $700,000.00 with the remaining balance being paid through the Madison Street TIF.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

William O. Peterhansen

William Peterhansen, P.E., CFM

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

cc: Mr. Greg Buchanan, Director of Public Works
Mr. Art Merkelz, Project Manager, Triggi Construction, Inc.

2024 South Maywood Drive Roadway Improvements
Owner: Village of Maywood
Contractor: Triggi Construction Inc.
Engineer: Edwin Hancock Engineering Co.
Engineer's Pay Estimate No. 3
August 26, 2024

			CONTRACT VALUE						
No.	Items	Unit	Quantity	Value	Overage	Remaining	Completed	Unit Price	Amount
1	Earth Excavation	CuYd	900	$ 45,000.00	0	163	737	50.00	$ 36,850.00
2	Undercut Excavation	CuYd	90	$ 90.00	0	90	0	1.00	$ -
3	Porous Granular Embankment, 3"	CuYd	90	$ 90.00	0	90	0	1.00	$ -
4	Removal and Disposal of Regulated Substances	CuYd	1,400	$ 1,400.00	0	260	1140	1.00	$ 1,140.00
5	Combination Curb and Gutter Removal	Foot	1,900	$ 13,300.00	0	126	1774	7.00	$ 12,418.00
6	Sidewalk Removal	SqFt	3,700	$ 7,400.00	0	19	3681	2.00	$ 7,362.00
7	Driveway Pavement Removal	SqYd	600	$ 15,000.00	283	0	883	25.00	$ 22,075.00
8	Pavement Removal	SqYd	3,550	$ 71,000.00	0	349	3201	20.00	$ 64,020.00
9	Incidental Hot-Mix Asphalt Surface Removal	SqYd	500	$ 12,500.00	0	300	200	25.00	$ 5,000.00
10	12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	18	$ 4,500.00	0	1	17	250.00	$ 4,250.00
11	Additional 12" Diameter, PVC Combined Sewer Pipe Replacement	Foot	4	$ 4.00	0	4	0	1.00	$ -
12	12" Diameter, PVC Combined Sewer Pipe	Foot	295	$ 26,550.00	0	2	293	90.00	$ 26,370.00
13	10" Diameter, DIP Storm Sewer Pipe	Foot	130	$ 14,300.00	0	30	100	110.00	$ 11,000.00
14	Trench Backfill	CuYd	100	$ 100.00	0	21	79	1.00	$ 79.00
15	Inlet, Type A, Type 1 Frame, Open Lid	Each	2	$ 4,000.00	0	0	2	2,000.00	$ 4,000.00
16	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	5	$ 27,500.00	0	0	5	5,500.00	$ 27,500.00
17	10" X 4" Catch Basin Trap And Restrictor	Each	5	$ 2,500.00	0	0	5	500.00	$ 2,500.00
18	Restricted Depth Manhole, 4' Diameter, Type 1 Frame, Closed Lid	Each	4	$ 30,000.00	0	0	4	7,500.00	$ 30,000.00
19	Frames and Lids to be Adjusted	Each	1	$ 500.00	0	1	0	500.00	$ -
20	Frames and Lids	Each	1	$ 400.00	0	1	0	400.00	$ -
21	Structure to be Removed	Each	3	$ 450.00	0	0	3	150.00	$ 450.00
22	Combination Concrete Curb and Gutter, Type B-6.12 (Special)	Foot	1,900	$ 66,500.00	0	126	1774	35.00	$ 62,090.00
23	Concrete Curb, Type B	Foot	60	$ 2,700.00	0	42	18	45.00	$ 810.00
24	Portland Cement Concrete Sidewalk, 5"	SqFt	3,700	$ 23,125.00	0	19	3681	6.25	$ 23,006.25
25	High-Early Portland Cement Concrete Driveway Pavement, 8"	SqYd	600	$ 48,000.00	283	0	883	80.00	$ 70,640.00
26	High Early Portland Cement Concrete Pavement, 8" (Jointed)	SqYd	3,650	$ 328,500.00	0	449	3201	90.00	$ 288,090.00
27	Deformed Tie Bars	Each	30	$ 300.00	0	15	15	10.00	$ 150.00
28	Temporary Access (Commerical Entrance)	Each	20	$ 6,500.00	0	17	3	325.00	$ 975.00
29	Portland Cement Concrete Base Course, 8"	SqYd	20	$ 1,500.00	0	10	10	75.00	$ 750.00
30	Aggregate for Temporary Access	Ton	500	$ 10,000.00	0	492	8	20.00	$ 160.00

2024 South Maywood Drive Roadway Improvements
Owner: Village of Maywood
Contractor: Triggi Construction Inc.
Engineer: Edwin Hancock Engineering Co.
Engineer's Pay Estimate No. 3
August 26, 2024

			CONTRACT VALUE						
No.	Items	Unit	Quantity	Value	Overage	Remaining	Completed	Unit Price	Amount
31	Aggregate Base Course, Type B, 6"	SqYd	3,650	$ 36,500.00	15	0	3665	10.00	$ 36,650.00
32	Aggregate Base Course, Type B, 9"	SqYd	400	$ 5,000.00	0	400	0	12.50	$ -
33	Geogrid for Ground Stabilization	SqYd	4,000	$ 20,000.00	0	335	3665	5.00	$ 18,325.00
34	Incidental Hot-Mix Asphalt Surfacing	Ton	125	$ 31,250.00	0	125	0	250.00	$ -
35	Topsoil Placement, 3"	SqYd	600	$ 4,800.00	0	500	100	8.00	$ 800.00
36	Sodding	SqYd	600	$ 6,000.00	0	600	0	10.00	$ -
37	Supplemental Watering	Unit	100	$ 100.00	0	100	0	1.00	$ -
38	Inlet Filters	Each	9	$ 1,215.00	0	0	9	135.00	$ 1,215.00
39	Polyurea Pavement Marking - Line 4" (Yellow)	Foot	315	$ 1,575.00	0	315	0	5.00	$ -
40	Polyurea Pavement Marking - Line 6" (White)	Foot	315	$ 2,362.50	0	315	0	7.50	$ -
41	Polyurea Pavement Marking - Line 24" (White)	Foot	125	$ 3,750.00	0	125	0	30.00	$ -
42	6" Bollard	Each	17	$ 5,950.00	0	9	8	350.00	$ 2,800.00
43	Temporary Hot-Mix Asphalt Pavement	Ton	10	$ 2,500.00	0	10	0	250.00	$ -
44	Contingent Cash Allowance	Dollar	20,000	$ 20,000.00	0	18,000	2000	1.00	$ 2,000.00
45	Traffic Control and Protection	LS	1	$ 38,000.00	0	0	0.8	38,000.00	$ 30,400.00

Total Awarded Contract Value	$ 942,711.50	$	793,875.25
Less Amount Retained, 10%		$	79,387.53
Less Amount, Previous Invoices		$	569,124.00
Total Amount Due, Pay Estimate No. 3		$	145,363.72

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF COOK } SS

Qty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF MAYWOOD
to furnish LABOR AND MATERIALS
for the premises known as SOUTH MAYWOOD DRIVE ROADWAY IMPROVEMENTS
of which VILLAGE OF MAYWOOD is the owner.

THE undersigned, for and in consideration of One Hundred Forty Five Thousand Three Hundred Sixty Three and 72/100 Dollars ($145,363.72) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE August 27, 2024

COMPANY NAME Triggi Construction, Inc.

ADDRESS 1975 Powis Rd, POB 235, West Chicago, IL 60186-0235

SIGNATURE AND TITLE: _____
GIOVANNI DIFRUSCOLO , PRESIDENT

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GIOVANNI DIFRUSCOLO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) Triggi Construction, Inc. WHO IS THE CONTRACTOR FURNISHING LABOR AND MATERIALS WORK ON THE BUILDING LOCATED AT S MAYWOOD DR & 19TH AVE, MAYWOOD, IL 60153 OWNED BY VILLAGE OF MAYWOOD

That the total amount of the contract including extras* is $942,711.50 on which he or she has received payment of $569,124.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TRIGGI CONSTRUCTION INC. P.O. BOX 235 WEST CHICAGO, IL 60186-0235	REPLACEMENT- CONCRETE	582,294.75	467,885.70	87,465.09	26,943.96
SUBURBAN GENERAL CONSTRUCTION INC. 1019 E 31ST STREET LAGRANGE PARK, IL 60526	STORM SEWER	109,463.00	94,488.30	0.00	14,974.70
AMERICAN TOPSOIL CHICAGO INC. P.O. BOX 92052 ELK GROVE VILLAGE, IL 60009	LANDSCAPING	25,800.00	0.00	0.00	25,800.00
WORK ZONE SAFETY INC 17051 GAYLORD ROAD CREST HILL, IL 60403	TRAFFIC CONT & PROT	10,000.00	6,750.00	0.00	3,250.00
PRECISION PAVEMENT MARKINGS INC. 1220 BELL COURT PINGREE GROVE, IL 60140	PAVT. MARKINGS	5,153.75	0.00	0.00	5,153.75
PRAIRIE MATERIAL 5185 PAYSHPERE CIRCLE CHICAGO, IL 60674	READY MIX CONCRETE	210,000.00	0.00	57,898.63	152,101.37

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GIOVANNI DIFRUSCOLO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) Triggi Construction, Inc. WHO IS THE CONTRACTOR FURNISHING LABOR AND MATERIALS WORK ON THE BUILDING LOCATED AT S MAYWOOD DR & 19TH AVE, MAYWOOD, IL 60153 OWNED BY VILLAGE OF MAYWOOD

That the total amount of the contract including extras* is $942,711.50 on which he or she has received payment of $569,124.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		942,711.50	569,124.00	145,363.72	228,223.78

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

DATE August 27th, 2024

SIGNATURE: GIOVANNI DIFRUSCOLO, PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF AUGUST, 2024

NOTARY PUBLIC

OFFICIAL SEAL
ARTHUR W MERKELZ III
Notary Public, State of Illinois
Commission No. 986903
My Commission Expires February 5, 2028

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

WAIVER OF LIEN - PARTIAL

Materials Or Labor

State Of Illinois

SS

County of Cook

Whereas, the undersigned, **VCNA Prairie, LLC / PRAIRIE MATERIAL** has been employed by **Triggi Construction, Inc.** to furnish ready mix concrete for the building and premises known as:

PROJECT: South Maywood Drive Roadway Improvements

OWNER: Village of Maywood

Now, therefore, know ye, that **VCNA PRAIRIE, LLC / PRAIRIE MATERIAL** the undersigned, being requested to give a partial waiver to the extent of this payment, for and in consideration of the sum of **$57,898.63** receipt whereof is hereby acknowledged, does hereby waive and release to the extent of the said amount only any and all lien, or claim, or right to lien on said above described building and premises under the Statutes of the State of Illinois relating to Mechanic's Liens, on account of labor or materials, or both, furnished to the extent of this payment only, for said building and premises.

Given under my hand and sealed this **29th** day of **August, 2024**

This waiver invalid if altered in any manner.

VCNA Prairie, LLC
PRAIRIE MATERIAL

Michelle Losiak
Credit Coordinator

Its Duly Authorized Agent

Triggi Construction, Inc.

1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Invoice # 2407-03

Customer ID 27

Date 08/26/2024 Page # 1

Job ID 2407

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

SOUTH MAYWOOD DRIVE
ROADWAY IMP
S MAYWOOD DR & 19TH AVE
MAYWOOD, IL 60153

Phone (708)344-1200
PAY ESTIMATE THREE

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
4251	EARTH EXCAVATION	737.00	CY	$50.00	$36,850.00
4252	UNDERCUT EXCAVATION				
4253	POROUS GRAN EMBANKMENT 3"				
4254	REM & DISP REG SUBSTANCES	1,140.00	CY	$1.00	$1,140.00
4255	CURB AND GUTTER REMOVAL	1,774.00	FT	$7.00	$12,418.00
4256	SIDEWALK REMOVAL	3,681.00	SF	$2.00	$7,362.00
4257	DRIVEWAY PAVT REMOVAL	883.00	SY	$25.00	$22,075.00
4258	PAVEMENT REMOVAL	3,201.00	SY	$20.00	$64,020.00
4259	INCIDENTAL HMA SURF REMOVAL	200.00	SY	$25.00	$5,000.00
4260	12" PVC COMB SEWER PIPE REPL	17.00	FT	$250.00	$4,250.00
4261	ADDL 12" PVC COMB SEWER PIPE				
4262	12" PVC COMB SEWER PIPE	293.00	FT	$90.00	$26,370.00
4263	10" DIP STORM SEWER PIPE	100.00	FT	$110.00	$11,000.00
4264	TRENCH BACKFILL	79.00	CY	$1.00	$79.00
4265	INLET A T1 FR OL	2.00	EA	$2,000.00	$4,000.00
4266	R-D CATCH BASIN 4' T1 FR OL	5.00	EA	$5,500.00	$27,500.00
4267	10" X 4" CB TRAP & RESTRICTOR	5.00	EA	$500.00	$2,500.00
4268	R-D MANHOLE 4' T1 FR CL	4.00	EA	$7,500.00	$30,000.00
4269	FRAME AND LID ADJUSTED				
4270	FRAME AND LID				
4271	STRUCTURE TO BE REMOVED	3.00	EA	$150.00	$450.00
4272	CURB AND GUTTER B6.12 SPL	1,774.00	FT	$35.00	$62,090.00
4273	CONCRETE CURB TYPE B	18.00	FT	$45.00	$810.00
4274	PCC SIDEWALK 5"	3,681.00	SF	$6.25	$23,006.25

Continued

Triggi Construction, Inc.

1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Invoice # 2407-03

Customer ID 27

Date 08/26/2024 Page # 2

Job ID 2407

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

SOUTH MAYWOOD DRIVE
ROADWAY IMP
S MAYWOOD DR & 19TH AVE
MAYWOOD, IL 60153

Phone (708)344-1200
PAY ESTIMATE THREE

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
4275	HES PCC DRIVEWAY PAVT 8"	883.00	SY	$80.00	$70,640.00
4276	HES PCC PAVEMENT 8" (JTD)	3,201.00	SY	$90.00	$288,090.00
4277	DEFORMED TIE BARS	15.00	EA	$10.00	$150.00
4278	TEMP ACCESS - COMM ENTRANCE	3.00	EA	$325.00	$975.00
4279	PCC BASE COURSE 8"	10.00	SY	$75.00	$750.00
4280	AGGREGATE FOR TEMP ACCESS	8.00	TN	$20.00	$160.00
4281	AGGREGATE BASE CSE TYPE B 6"	3,665.00	SY	$10.00	$36,650.00
4282	AGGREGATE BASE CSE TYPE B 9"				
4283	GEOGRID FOR GROUND STAB	3,665.00	SY	$5.00	$18,325.00
4284	INCIDENTAL HMA SURFACING				
4285	TOPSOIL PLACEMENT 3"	100.00	SY	$8.00	$800.00
4286	SODDING				
4287	SUPPLE WATERING				
4288	INLET FILTERS	9.00	EA	$135.00	$1,215.00
4289	POLYUREA PAVT MK 4" YELLOW				
4290	POLYUREA PAVT MK 6" WHITE				
4291	POLYUREA PAVT MK 24" WHITE				
4292	6" BOLLARD	8.00	EA	$350.00	$2,800.00
4293	TEMP HMA PAVEMENT				
4294	CONTINGENT CASH ALLOWANCE	2,000.00	DL	$1.00	$2,000.00
4295	TRAFFIC CONTROL AND PROTECT	0.80	LS	$38,000.00	$30,400.00
9990	RESERVED				

Continued

Triggi Construction, Inc.

1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Invoice # 2407-03

Date 08/26/2024 Page # 3

Job ID 2407

Customer ID 27

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

SOUTH MAYWOOD DRIVE
ROADWAY IMP
S MAYWOOD DR & 19TH AVE
MAYWOOD, IL 60153

Phone (708)344-1200
PAY ESTIMATE THREE

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total

Original Contract	942,711.50	Work Completed to Date	793,875.25
Approved Change Orders	0.00	Less Retentions	79,387.53
Current Contract	942,711.50	Net Completed to Date	714,487.72
		Less Net Previously Billed	569,124.00
Balance to Complete	148,836.25	**Net Due This Invoice**	**145,363.72**

TERMS: NET DUE 08/26/2024.

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Utility Service Co.,

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #607105 dated 07/01/2024 for the 500,000 Pedisphere St Charles Road Tank-Quarterly.

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

INVOICE

Correspondence Only:

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

Mail Payments to:

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

BILL TO

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

PLEASE INCLUDE THE INVOICE NUMBER ON PAYMENT

Customer Number: 37594

DUE UPON RECEIPT

INV. #	INV DATE	DESCRIPTION	AMOUNT	TAX	TOTAL
607105	01-JUL-24	500,000 PEDISPHERE ST CHARLES ROAD TANK-Quarterly	$8,561.70	$0.00	$8,561.70

TOTAL DUE TO UTILITY SERVICE CO., INC. $8,561.70

Recommended To Be Paid $8,561.70
Dept.Head: Greg Bachmann
Expense Acct: 41-52-87000
Date: 8/23/24 PO # _____

Thank You For Your Business

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

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Village of Melrose Park

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services provided 04/30/2024-05/31/2024 from the Village of Melrose Park.

Account	Date	Amount
422000-001	07/01/2024-07/31/2024	**$193,224.09** *This invoice has been paid.
422001-001	07/01/2024-07/31/2024	**$183,196.61** *This invoice has been paid.

RECOMMENDATION: It is recommended that the total payments of $376,420.70 be approved for payment. The expense account to be charged: 41-55-57301.

Account No.	Due Date	Amount Due	After Due Date
422001-001	8/29/2024	183,196.61	185,028.58

Service Address

USE OF MAIN W

MELROSE PARK, IL 60160

REGISTER ACCOUNT WWW.MELROSEPARK.ORG

Remit Address

Village of Melrose Park

P.O. Box 1506

MELROSE PARK, IL 60161-1506

Mailing Address

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

042200100100183196618

PLEASE SEND TOP PORTION WITH PAYMENT

Account No.	Service Address
422001-001	USE OF MAIN W

Service Period

7/1/2024 - 7/31/2024

Meter Readings

Water & Sewer

Meter No.	Read Dates	Days	Previous	Current	Usage	Unit Of Measure
94270731	7/1/2024 8/1/2024	31	363,301	408,390	45,089	100 CF

Previous Balance
359,017.01

Penalties
0.00

Adjustments
0.00

Payments Received
(359,017.01)

Balance at Billing
0.00

Current Billing

Charge Code	Amount
WATER	183,196.61

Current Charges
183,196.61

Balance Due
183,196.61

Due Date
8/29/2024

After Due Date
185,028.58

042200100100183196618

REGISTER ACCOUNT WWW.MELROSEPARK.ORG

Account No.	Due Date	Amount Due	After Due Date
422000-001	8/29/2024	193,224.09	195,156.33

Service Address

USE OF MAIN E
MELROSE PARK, IL 60160
REGISTER ACCOUNT WWW.MELROSEPARK.ORG

Remit Address

Village of Melrose Park
P.O. Box 1506
MELROSE PARK, IL 60161-1506

Mailing Address

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

042200000100193224098

PLEASE SEND TOP PORTION WITH PAYMENT

Account No.	Service Address
422000-001	USE OF MAIN E

Service Period

7/1/2024 - 7/31/2024

Meter Readings

Water & Sewer

Meter No.	Read Dates	Days	Previous	Current	Usage	Unit Of Measure
1155111	7/1/2024 8/1/2024	31	136,900	184,457	47,557	100 CF

Previous Balance
378,967.63

Penalties
0.00

Adjustments
0.00

Payments Received
(378,967.63)

Balance at Billing
0.00

Current Billing

Charge Code	Amount
WATER	193,224.09

Current Charges
193,224.09

Balance Due
193,224.09

Due Date
8/29/2024

After Due Date
195,156.33

042200000100193224098

REGISTER ACCOUNT WWW.MELROSEPARK.ORG

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Frank Torres, Village Manager

DATE: September 4, 2024

SUBJECT: Payment Approval, Wex Bank/Fleet Services

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

Invoice	Date	Amount
99309604	08/31/2024	$25,075.01

RECOMMENDATION: It is recommended that the total payments of $25,075.01 be approved for payment. The expense account to be charged: Various Departments.

Invoice Statement

INVOICE NUMBER: 99309604
ACCOUNT NAME: VILLAGE OF MAYWOOD (04)

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE**	AMOUNT DUE
0496-00-653291-5	54800.00	31	AUG-31-2024	SEP-20-2024	25075.01

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
AUG-13-2024	Payment - Thank You		35283.58
AUG-30-2024	Fuel Purchases	24709.23	
AUG-30-2024	Other Purchases	94.78	
AUG-30-2024	Other Adjustments this Period	271.00	

**Payment must process by Payment Due Date. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing.

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

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILL CLOSING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
35283.58	35283.58	25075.01	0.00	25075.01

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

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal

ACCOUNT NAME	VILLAGE OF MAYWOOD
ACCOUNT NUMBER	0496-00-653291-5
INVOICE NUMBER	99309604
BILL CLOSING DATE	AUG-31-2024
AMOUNT DUE	25075.01
AMOUNT ENCLOSED	
PAYMENT DUE DATE	SEP-20-2024

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Do not use for remittance
P.O. Box 639
Portland, ME 04104-0639

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

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

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

0496006532915000000250750l 240920

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
113851	AFRICAN AMERICAN MAYORS ASSOC	ANNUAL MEMBERSHIP 7/1/2024-6/30/2025	PRESIDENT & TRUSTEES	1,000.00
Total 113851:				1,000.00
113852	Alena Jotkus	SALES INSPECTIONS 2105 S 3RD	CORPORATE	90.00
Total 113852:				90.00
113853	ASSURANCE a MARSH & MCLEAN AG	LIQUOR LIAB INS *MAYWOOD FEST	COMMUNITY ENGAGEMENT	925.00
Total 113853:				925.00
113854	BNDR Consulting LLC	LANDSCAPING OF VACANT PROPERTIES	CODE ENFORCEMENT	1,250.00
Total 113854:				1,250.00
113855	BRANDON BARKER	NNO: DJ FOR 8.6.24	POLICE	200.00
Total 113855:				200.00
113856	CHICAGO COMMUNICATION SERVICE	SHIPPING & HANDLING	POLICE	30.00
Total 113856:				30.00
113857	CHICAGO GAME AND GO GAMING TH	NNO GAMING TRUCK/TRAILER	POLICE	535.00
Total 113857:				535.00
113858	COLLEGE OF DUPAGE	BASIC ACADEMY FOR ZULEY 01/01-05/27/2	POLICE	4,696.00
Total 113858:				4,696.00
113859	DENNIS DIAZ	TAX 14.51%	POLICE	66.35
Total 113859:				66.35
113860	Domonique Watson	INDEPENDANT CONTRACTOR PAY 7/15/24-	COMMUNITY ENGAGEMENT	1,476.00
Total 113860:				1,476.00
113861	ELIJAH WILLIS	REIMB. FOR CHAPLIN'S HOTEL CONFEREN	POLICE	2,086.20
Total 113861:				2,086.20
113862	Foreman Enterprises LLC	LANDSCAPING OF VACANT PROPERTIES	CODE ENFORCEMENT	1,350.00
113862	Foreman Enterprises LLC	TREE & STUMP REMOVAL @ 1909 S. 23RD	PUBLIC WORKS	2,750.00
113862	Foreman Enterprises LLC	LANDSCAPING OF VACANT PROPERTIES	CODE ENFORCEMENT	1,700.00
Total 113862:				5,800.00
113863	Francisco Alvarez	REPAIR BATHROOM PARTITIONS & REPAIR	PARKS & RECREATION	475.00
Total 113863:				475.00
113864	GA PAVING LLC	PRAIRIE PATH RESURFACING		120,000.00
Total 113864:				120,000.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
113865	Grandview Homes	ESCROW RELEASE *611 S 6TH		27,225.00
Total 113865:				27,225.00
113866	HOLE IN ONE HOLDINGS INC	300P HOT DOGS, HAMBURGERS, CHEESB	POLICE	2,000.00
Total 113866:				2,000.00
113867	ILLINOIS COUNCIL OF POLICE &	UNION DUES *7/26/2024		138.00
Total 113867:				138.00
113868	ILLINOIS FRATERNAL ORDER OF POL	UNION DUES *07/26/2024 *DISPATCHERS		192.00
Total 113868:				192.00
113869	INTERNATIONAL INSTITUTE OF	ANNUAL MEMBERSHIP RENEWAL	VILLAGE CLERK	250.00
Total 113869:				250.00
113870	JAMONTE LAURICE FORD SR	50% DEPOSIT LIVE ENTERTAINMENT *MAY	COMMUNITY ENGAGEMENT	1,000.00
Total 113870:				1,000.00
113871	JASMINE MARTHEL	LIVE PERFORMANCE *INSPIRE FEST	COMMUNITY ENGAGEMENT	200.00
Total 113871:				200.00
113872	JORDAN A WARD	INDEPENDANT CONTRACTOR PAY 7/15-7/2	COMMUNITY ENGAGEMENT	1,600.00
Total 113872:				1,600.00
113873	Keara Enoch	TREE REMOVAL PROGRAM	CODE ENFORCEMENT	750.00
Total 113873:				750.00
113874	Kendall Silas	HOMELAND SECURITY *PAYROLL 07.20.20	POLICE	961.53
113874	Kendall Silas	TV WALL MOUNT (SECURITY CAMERA TV)	POLICE	97.85
113874	Kendall Silas	BACKGROUND CK W/ALIAS	POLICE	25.00
Total 113874:				1,084.38
113875	LAPORCHA L DIAZ	PROGRAM INSTRUCTOR 7/15-7/17/2024	PARKS & RECREATION	100.00
Total 113875:				100.00
113876	Lorenzo B. Webber	REIMBURSEMENT FOR AIRFARE TO PITTS	POLICE	343.33
Total 113876:				343.33
113877	MAGNUS AND ANDERSON	MOWING / MAINTAIN LAWN / REMOVE DEB	LAND & BUILDINGS	325.00
113877	MAGNUS AND ANDERSON	MOWING / MAINTAIN LAWN / REMOVE DEB	LAND & BUILDINGS	325.00
113877	MAGNUS AND ANDERSON	MOWING / MAINTAIN LAWN / REMOVE DEB	LAND & BUILDINGS	325.00
113877	MAGNUS AND ANDERSON	PROPERTY ABATEMENT @ 317 ROOSEVEL	LAND & BUILDINGS	1,700.00
113877	MAGNUS AND ANDERSON	PROPERTY ABATEMENT @ 2120 S. 5TH AV	LAND & BUILDINGS	1,700.00
113877	MAGNUS AND ANDERSON	PROPERTY ABATEMENT @ 2126 S 5TH AV	LAND & BUILDINGS	1,700.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 113877:				6,075.00
113878	Maria L. Martinez	DANCE PERFORMANCE ON TUESDAY, AU	POLICE	300.00
Total 113878:				300.00
113879	MAXINFLABLES	NNO: BOUNCE HOUSES, TENT, CHAIRS AN	POLICE	1,118.50
Total 113879:				1,118.50
113880	MAYWOOD FIRE FIGHTERS ASSOCIA	FIRE FIGHTER ASSOC FEES *07/26/2024		600.00
Total 113880:				600.00
113881	MAYWOOD FIREMEN'S PENSION FUN	PAYROLL LIABILITY EXPENSE 07/26/2024		15,147.31
Total 113881:				15,147.31
113882	MAYWOOD POLICE PENSION FUND	PAYROLL LIABILITY EXPENSE 07/26/2024		17,538.62
Total 113882:				17,538.62
113883	MBEY Enterprises, LLC	LANDSCAPING OF VACANT PROPERTIES	CODE ENFORCEMENT	2,750.00
Total 113883:				2,750.00
113884	Mel's Car Care Center	24068 + 57502	POLICE	33.82
Total 113884:				33.82
113885	METROPOLITAN ALLIANCE	UNION DUES *07/26/2024		697.50
Total 113885:				697.50
113886	MICHAEL GATLIN JR	CAREER & LIFE READINESS COORDINATO	COMMUNITY ENGAGEMENT	660.00
Total 113886:				660.00
113887	MICKIAH D THOMPSON	CAREER LIFE & READINESS PROGRAM 7/1	COMMUNITY ENGAGEMENT	1,440.00
Total 113887:				1,440.00
113888	NEW ERA RESTAURANT	CATERED FOOD FOR JUL 30TH CLRI YOUT	COMMUNITY ENGAGEMENT	300.00
113888	NEW ERA RESTAURANT	CATERED FOOD FOR JUL 23RD CLRI YOUT	COMMUNITY ENGAGEMENT	370.00
113888	NEW ERA RESTAURANT	CATERED FOOD FOR JUL 9TH CLRI YOUTH	COMMUNITY ENGAGEMENT	300.00
113888	NEW ERA RESTAURANT	CATERED FOOD FOR JUL 30TH CLRI YOUT	COMMUNITY ENGAGEMENT	340.00
113888	NEW ERA RESTAURANT	CATERED FOOD FOR JUL 18TH CLRI YOUT	COMMUNITY ENGAGEMENT	339.20
Total 113888:				1,649.20
113889	NORTH AMERICAN SAFETY INC.	2825-05-MM - 28" TRIMLINE CONE, 3M REF	POLICE	812.50
Total 113889:				812.50
113890	PATINO'S MUSIC LLC	2ND DEPOSIT FOR STAGE & SOUND *MAY	COMMUNITY ENGAGEMENT	4,500.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 113890:				4,500.00
113891	PATTERSON CREATION & DESIGN	T-SHIRTS FOR PW EMPLOYEES	PUBLIC WORKS	1,500.00
Total 113891:				1,500.00
113892	PAUL BUNYON & SONS	TRIMMED 2 MAPLE TREES, SUPPLIED 30 Y	PUBLIC WORKS	1,870.00
113892	PAUL BUNYON & SONS	WATER WORKS PARK TRIMMED TREES &	PUBLIC WORKS	1,950.00
113892	PAUL BUNYON & SONS	TRIMMING AND PRUNING OUT ALL DEAD S	PUBLIC WORKS	3,800.00
Total 113892:				7,620.00
113893	PEP BOYS	POL-MP18694-OIL CHANGE/AIR FILTER	POLICE	166.26
Total 113893:				166.26
113894	RODNEY SMITH	REIMB.POLICE CHAPLIN FOOD FOR CONF	POLICE	155.53
Total 113894:				155.53
113895	SERVICE EMPLOYEES LOCAL 73	UNION DUES 07/26/2024 *SEIU COPE		25.00
113895	SERVICE EMPLOYEES LOCAL 73	UNION DUES 07/26/2024 *SEIU TECH		529.23
Total 113895:				554.23
113896	SIERRA STRATEGIES LLC	GRANT CONSULTATION SERVICES	TIF ADMINISTRATION	6,871.00
Total 113896:				6,871.00
113897	SPECIAL T UNLIMITED	T-SHIRTS FOR NNO 8/6/2024	POLICE	647.75
Total 113897:				647.75
113898	SUN-TIMES MEDIA	LEGAL ADS	LAW	1,330.00
Total 113898:				1,330.00
113899	SWIM JUST BECAUSE LLC	AQUATICS CONSULTING/COORDINATION F	PARKS & RECREATION	2,390.56
Total 113899:				2,390.56
113900	TEAMSTERS LOCAL 705	UNION DUES *07/26/2024		458.71
113900	TEAMSTERS LOCAL 705	UNION DUES 07/26/2024 *SA		40.00
Total 113900:				498.71
113901	TEAMSTERS LOCAL UNION NO. 700	UNION DUES *7/26/2024 *PART-TIME OFFIC		34.00
Total 113901:				34.00
113902	TERRI EVANS	INITIATIVES & PROGRAMMING MGR 7/15/2	VILLAGE MANAGER	3,200.00
Total 113902:				3,200.00
113903	TIAKA C BLAIR	INDEPENDENT CONTRACTOR 7/15-7/27/24	PRESIDENT & TRUSTEES	850.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 113903:				850.00
113904	T'S BOX ENTERTAINMENT LLC	50% DEPOSIT LIVE ENTERTAINMENT	COMMUNITY ENGAGEMENT	1,250.00
Total 113904:				1,250.00
113905	VILLAGE OF BELLWOOD	PORTION OF DRONE PMNT PRE-PAID BY B	POLICE	71.43
Total 113905:				71.43
113906	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DED*D.LE		75.00
113906	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DED *P.ZA		50.00
Total 113906:				125.00
113907	VILLAGE OF MELROSE PARK	ACCT #422001-001 06/01/2024-06/30/2024	WATER COLLECTIONS	176,228.56
113907	VILLAGE OF MELROSE PARK	ACCT #422000-001 06/01/2024-06/30/2024	WATER COLLECTIONS	186,040.71
Total 113907:				362,269.27
113908	VISION SERVICE PLAN (IV)	VISION CARE INSURANCE AUG 2024	SUMMER WORK PROGRAM	2,225.56
Total 113908:				2,225.56
113909	VOYA INSTITUTIONAL TRUST CO.	VOYA DEDUCTION 07/26/2024		6,469.00
Total 113909:				6,469.00
113910	Westlake Hardware, Inc.	ELECTRIC JUNCTION BOXES FOR THE HA	POLICE	177.76
Total 113910:				177.76
113911	Windy City Ice Cream LCC	ICE CREAM TRUCK FOR NNO 8.6.24 - 200 B	POLICE	750.00
Total 113911:				750.00
113912	Xavier Doyle	CAREER LIFE READINESS PROGRAM 7/15/	COMMUNITY ENGAGEMENT	1,600.00
Total 113912:				1,600.00
113913	ZUMBA WITH NAKISHA	AQUATICS INSTRUCTOR *7/26/2024	PARKS & RECREATION	50.00
Total 113913:				50.00
113914	IRMA CARRASQUILLO	FACE PAINTING FOR NNO 8.6.24	POLICE	200.00
Total 113914:				200.00
113915	NATIONAL CHILD ID PROGRAM	CHILD ID KITS FOR NNO 8/5/24	POLICE	98.00
Total 113915:				98.00
113916	TYRONE BURNS	PHOTOGRAPHER FOR NNO 8.6.2024	POLICE	275.00
Total 113916:				275.00
113917	WALMART	TV *PUMP STATION	MANAGEMENT INFORMATION SYSTE	398.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 113917:				398.00
113918	WALMART	TV *VILLAGE MANAGER OFFICE	MANAGEMENT INFORMATION SYSTE	398.00
Total 113918:				398.00
113919	WALMART	TV *VILLAGE CHAMBER 2	MANAGEMENT INFORMATION SYSTE	1,157.00
Total 113919:				1,157.00
113920	WALMART	TV *VILLAGE CHAMBER OFFICE 1	MANAGEMENT INFORMATION SYSTE	1,157.00
Total 113920:				1,157.00
113921	AA RENTAL CENTER	EQUIPMENT RENTAL *BACK TO SCHOOL	COMMUNITY ENGAGEMENT	1,302.75
Total 113921:				1,302.75
113922	ACCOUNTEMPS	SERVICE WEEK 07/26/24 *MICHAEL BARB	FINANCE	2,689.10
113922	ACCOUNTEMPS	SERVICE WEEK 08/02/24 *MICHAEL BARB	FINANCE	2,709.63
113922	ACCOUNTEMPS	SERVICE WEEK 08/02/2024 RICHARD SCH	FINANCE	1,380.00
Total 113922:				6,778.73
113923	ACCUTRON	COMPUTER CNLSTING SVCS *AUG 2024	MANAGEMENT INFORMATION SYSTE	8,154.15
Total 113923:				8,154.15
113924	ACQUA CONTRACTORS CORP	I-290 CORRIDOR STORM SEWER SEPARAT	CDBG	242,150.97
Total 113924:				242,150.97
113925	AED MARKET	PURCHASE OF AED DEFIBRILLATOR PADS	FIRE	640.00
Total 113925:				640.00
113926	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 07/22-8/2/2024	COMMUNITY ENGAGEMENT	800.00
Total 113926:				800.00
113927	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	366.76
113927	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	407.74
Total 113927:				774.50
113928	Arrowhead Scientific, Inc.	FREIGHT CHARGE	POLICE	18.65
Total 113928:				18.65
113929	AUTOZONE	FIR-DEF FLUID	FIRE	38.76
113929	AUTOZONE	FIR-WINSHIELD WASHER FLUID	FIRE	19.56
Total 113929:				58.32
113930	Broadview Hardware	TORCH KIT HIGH HEAT	WATER & SEWER MAINTENANCE	54.99
113930	Broadview Hardware	2- 3PCK MAGUM 2LOCK	CODE ENFORCEMENT	143.96
113930	Broadview Hardware	MISC KEYS	LAND & BUILDINGS	39.90

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
113930	Broadview Hardware	N95 MASKS	PUBLIC WORKS	14.99
113930	Broadview Hardware	N95 MASKS	LAND & BUILDINGS	14.99
113930	Broadview Hardware	GRIP'N GRAB PKUP-TL 32"	WATER & SEWER MAINTENANCE	86.97
113930	Broadview Hardware	FASTENERS, ANCHORS PLAS & SHOCKWA	PUBLIC WORKS	25.08
Total 113930:				380.88
113931	BROADVIEW TRUE VALUE HARDWAR	FIR-JANITORIAL EQUIPMENT	FIRE	77.48
113931	BROADVIEW TRUE VALUE HARDWAR	FIR-EQUIPMENT BATTERIES	FIRE	24.99
Total 113931:				102.47
113932	C.O.P.S., INC	|UUM-UM127M-6XL 6XLANSI 207-2011 RIPS	POLICE	164.00
Total 113932:				164.00
113933	CASE LOTS INC,	GRAFFITI REMOVER SPRAY, WIPES & BOX	PUBLIC WORKS	253.80
Total 113933:				253.80
113934	CDS OFFICE TECHNOLOGIES	I-PRO IN-CAR VIDEO UDE ON PREMISE DE	POLICE	1,120.00
Total 113934:				1,120.00
113935	CHICAGO CHICKEN SHACK CORP	CAREER & LIFE READINESS MEALS *7/25/2	COMMUNITY ENGAGEMENT	153.80
Total 113935:				153.80
113936	CHICAGO CLEANING CONCIERGE	JANITORIAL SERVICES FOR THE MONTH O	LAND & BUILDINGS	9,500.00
Total 113936:				9,500.00
113937	Claire Costelloe	INTERN SERVICES 7/21/24 TO 8/3/24	TIF ADMINISTRATION	950.00
Total 113937:				950.00
113938	COMCAST	PHONE / INTERNET 1220 S. 17TH	CENTRAL SERVICES	98.36
Total 113938:				98.36
113939	COMCAST	PHONE/INTERNET 700 ST. CHARLES ROAD	FIRE	358.36
Total 113939:				358.36
113940	COOK COUNTY CLERK	RECORDING FEES - QUIT CLAIM DEEDS	LAW	704.00
Total 113940:				704.00
113941	CRAIG BRONAUGH	FIR-REIMBURSEMENT FOR PURCHASE OF	FIRE	250.07
Total 113941:				250.07
113942	DEPT.OF CENTRAL MANAGEMENT SV	COMMUNICATION CHARGES FOR IWIN SE	POLICE	934.67
Total 113942:				934.67
113943	ERIC CUNNUNGHAM	DJ *BACK TO SCHOOL	COMMUNITY ENGAGEMENT	300.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 113943:				300.00
113944	Eylanah Crawford	INTERN SERVICE 7/21/24 TO 7/31/24	TIF ADMINISTRATION	952.00
Total 113944:				952.00
113945	Foreman Enterprises LLC	LANDSCAPING VACANT PROPERTIES	CODE ENFORCEMENT	1,150.00
113945	Foreman Enterprises LLC	LANDSCAPING VACANT PROPERTIES	CODE ENFORCEMENT	1,450.00
113945	Foreman Enterprises LLC	LANDSCAPING VACANT PROPERTIES	CODE ENFORCEMENT	1,200.00
113945	Foreman Enterprises LLC	TREE REMOVAL @ 503 S 11TH AVE	PUBLIC WORKS	2,350.00
Total 113945:				6,150.00
113946	Franzen Plumbing	FIR-NATURAL GAS LINE MAINT AT FIRE ST	FIRE	568.75
113946	Franzen Plumbing	FIR-KITCHEN SINK MAINTENANCE AT FIRE	FIRE	281.50
Total 113946:				850.25
113947	Fuller's Auto Body Inc.	REPLACE WINDSHIELD	CODE ENFORCEMENT	615.00
Total 113947:				615.00
113948	Gino's Heating & Plumbing, Inc.	EMERGENCY WATER MAIN BREAK REPAIR	WATER & SEWER MAINTENANCE	10,177.50
113948	Gino's Heating & Plumbing, Inc.	EMERGENCY WATER MAIN BREAK REPAIR	WATER & SEWER MAINTENANCE	15,694.13
Total 113948:				25,871.63
113949	Globe Life Liberty National Division	SUPPLEMENTAL INSURANCE AUG BILLING		10,119.75
Total 113949:				10,119.75
113950	GLORIA A. CLAY	P&F-MEETING *08/08/2024	POLICE & FIRE COMMISSION	200.00
Total 113950:				200.00
113951	H&H ELECTRIC COMPANY	STREET LIGHT & TRAFFIC SIGNAL MAINTE	PUBLIC WORKS	1,734.40
113951	H&H ELECTRIC COMPANY	STREET LIGHT & TRAFFIC SIGNAL MAINTE	PUBLIC WORKS	3,617.16
Total 113951:				5,351.56
113952	HINCKLEY SPRINGS	TOP LOAD H&C BLACK COOLER (UNIVERS	POLICE	6.49
113952	HINCKLEY SPRINGS	WATER SUPPLY RENTAL	CODE ENFORCEMENT	120.91
Total 113952:				127.40
113953	HOME DEPOT CREDIT SERVICES	FIR-BUILDINGS AND GROUNDS MAINTENA	FIRE	326.91
113953	HOME DEPOT CREDIT SERVICES	FIR-CLEANING AND SANITIZING BUILDING	FIRE	40.65
Total 113953:				367.56
113954	HOUSE OF DOORS INC	FIR-GARAGE DOOR SENSOR REPLACEME	FIRE	693.70
Total 113954:				693.70
113955	Ian Canovi	INTERN SERVICES 7/21/24 TO 8/3/24	TIF ADMINISTRATION	1,573.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 113955:				1,573.00
113956	ILLINOIS EPA	ACCUMULATED INTEREST	WATER & SEWER MAINTENANCE	3.26
113956	ILLINOIS EPA	ANNUAL NPDES FEE 7/1/24-6/30/25	WATER & SEWER MAINTENANCE	1,003.26
Total 113956:				1,006.52
113957	ILLINOIS LAW ENFORCEMENT ALARM	ANNUAL ILEAS DUES	POLICE	240.00
Total 113957:				240.00
113958	JALEEL ANTHONY	PHOTOGRAPHY SVCS *INSPIRE FEST	COMMUNITY ENGAGEMENT	450.00
Total 113958:				450.00
113959	JAMES L. ELLEXSON	REIMB.EMPLOYEE APPRECIATION	HUMAN RESOURCES	577.31
Total 113959:				577.31
113960	JAMES T BREWER	P&F-MEETING *08/08/2024	POLICE & FIRE COMMISSION	150.00
Total 113960:				150.00
113961	JAMONTE LAURICE FORD SR	50% DEPOSIT LIVE ENTERTAINMENT *MAY	COMMUNITY ENGAGEMENT	1,000.00
Total 113961:				1,000.00
113962	JERMAINE JOHNSON	GAME TRUCK RENTAL *8/10/2024	COMMUNITY ENGAGEMENT	500.00
Total 113962:				500.00
113963	Jimmy Kifarkis	CONTRACTOR - ELECTRICIAN (7/23/24 & 8/	CODE ENFORCEMENT	1,200.00
Total 113963:				1,200.00
113964	JKS VENTURES, INC.	GRADE 8 LIMESTONE & 3/4 LIMESTONE	MOTOR FUEL TAX	4,540.00
Total 113964:				4,540.00
113965	JUDY FRIESEN	REFUND BLOCK PARTY DEPOSIT	CORPORATE	50.00
Total 113965:				50.00
113966	Karen Milroy	INTERN SERVICES 7/21/24 TO 8/3/24	TIF ADMINISTRATION	1,140.00
Total 113966:				1,140.00
113967	Lino's Remolding Inc.	FIR-PURCHASE OF SHOWER STALL PARTI	FIRE	3,500.00
Total 113967:				3,500.00
113968	MAGNUS AND ANDERSON	PROPERTY ABATEMENT @ 516 S 4TH AVE	LAND & BUILDINGS	4,750.00
113968	MAGNUS AND ANDERSON	PROPERTY ABATEMENT @ 1112 S. 6TH AV	LAND & BUILDINGS	4,250.00
113968	MAGNUS AND ANDERSON	PROPERTY ABATEMENT @ 404-406 S 5TH	LAND & BUILDINGS	4,550.00
113968	MAGNUS AND ANDERSON	LAWN MAINTENANCE VILLAGE HALL	LAND & BUILDINGS	325.00
113968	MAGNUS AND ANDERSON	409 WASHINGTON PROPERTY ABATEMEN	LAND & BUILDINGS	1,000.00
113968	MAGNUS AND ANDERSON	LAWN MAINTENANCE BUSHWOOD	LAND & BUILDINGS	325.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
113968	MAGNUS AND ANDERSON	PROPERTY ABATEMENT @ 615 S 5TH	LAND & BUILDINGS	1,500.00
Total 113968:				16,700.00
113969	MARCELLUS CASSIUS WELLS	P&F-MEETING *08/08/2024	POLICE & FIRE COMMISSION	150.00
113969	MARCELLUS CASSIUS WELLS	REFUND BLOCK PARTY DEPOSIT	CORPORATE	50.00
Total 113969:				200.00
113970	MARK DWYER	CONTRACTOR - PLUMBER (7/23/24 & 8/1/24	CODE ENFORCEMENT	1,250.00
Total 113970:				1,250.00
113971	MAYWOOD APPLIANCE INC	REFRIGERATOR REPAIR 200 BLDG	PARKS & RECREATION	1,800.00
Total 113971:				1,800.00
113972	MAYWOOD EXPRESS	POL- PRISONER MEALS MAY 2024	POLICE	101.50
Total 113972:				101.50
113973	NU LIFE TIRE SERVICE	FIR-AMBULANCE 500 ROAD SERVICE	FIRE	75.00
113973	NU LIFE TIRE SERVICE	M211971 2 NEW TIRES	WATER & SEWER MAINTENANCE	295.00
113973	NU LIFE TIRE SERVICE	242 TIRE REPAIRS	PUBLIC WORKS	90.00
113973	NU LIFE TIRE SERVICE	236 TIRE REPAIR	PUBLIC WORKS	70.00
113973	NU LIFE TIRE SERVICE	242 TIRE REPAIR	PUBLIC WORKS	100.00
113973	NU LIFE TIRE SERVICE	232 2 NEW TIRES	PUBLIC WORKS	415.00
Total 113973:				1,045.00
113974	ODP BUSINESS SOLUTIONS LLC	HP PRINTER INK4 PK COMBO	PUBLIC WORKS	91.19
113974	ODP BUSINESS SOLUTIONS LLC	HP TONER CARTRIDGE	PUBLIC WORKS	380.99
Total 113974:				472.18
113975	OLEARY'S CONTRACTORS	LIGHTOWERS. MESSAGE BOARD, GENERA		92,984.00
Total 113975:				92,984.00
113976	OUTDOOR HOME SERVICES HOLDIN	LAWN CARE @ 200 S 5TH	PARKS & RECREATION	53.00
113976	OUTDOOR HOME SERVICES HOLDIN	LAWN CARE @ 200 S 5TH	PARKS & RECREATION	75.00
113976	OUTDOOR HOME SERVICES HOLDIN	LAWN CARE @ 200 S 5TH	PARKS & RECREATION	53.00
Total 113976:				181.00
113977	OZINGA READY MIX CONCRETE, INC	5TH & ST CHARLES CONCRETE FOR LIGH	MOTOR FUEL TAX	851.26
Total 113977:				851.26
113978	PATTERSON CREATION & DESIGN	FITTED HATS WITH LOGO	WATER & SEWER MAINTENANCE	690.00
Total 113978:				690.00
113979	PAUL BUNYON & SONS	1021 N 2ND TRIMMED 4 NORWAY MAPLES	PUBLIC WORKS	1,400.00
113979	PAUL BUNYON & SONS	TREE & STUMP REMOVAL @ 402 N 3RD	PUBLIC WORKS	1,250.00
113979	PAUL BUNYON & SONS	810 N 2ND REMOVE 2 DEAD NORWAY MAP	PUBLIC WORKS	900.00
113979	PAUL BUNYON & SONS	REMOVED TREE & STUMP @ 302 N 3RD AV	PUBLIC WORKS	450.00
113979	PAUL BUNYON & SONS	TRIMMED 2 NORWAY MAPLES	PUBLIC WORKS	700.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
113979	PAUL BUNYON & SONS	REMOVED LARGE MAPLE TREE & STUMP	PUBLIC WORKS	675.00
113979	PAUL BUNYON & SONS	REMOVE TREE & STUMP @ 815 N 3R	PUBLIC WORKS	650.00
113979	PAUL BUNYON & SONS	REMOVED TREE & STUMP @ 318 N 6TH AV	PUBLIC WORKS	575.00
Total 113979:				6,600.00
113980	PAUL J DOWD	CONTRACTUAL PUMP STATION OPERATO	PUMP STATION OPERATIONS	2,550.00
Total 113980:				2,550.00
113981	PAYLESS AUTO BODY	ENGINE OVERHAUL GASKET SET, ENGINE	POLICE	8,691.93
113981	PAYLESS AUTO BODY	BLOWER MOTOR ASSEMBLY/BLOWER MAI	POLICE	712.31
113981	PAYLESS AUTO BODY	CANISTER PURGE VALVE / IGNITION COL	POLICE	392.33
113981	PAYLESS AUTO BODY	AIR FILTER	POLICE	42.36
113981	PAYLESS AUTO BODY	HARNESS ASSEMBLY	POLICE	106.13
113981	PAYLESS AUTO BODY	POL #MP16183-REPLACE BLOWER MOTOR	POLICE	459.01
113981	PAYLESS AUTO BODY	EXHAUST MANIFOLD REMOVE & REPLACE	POLICE	1,950.72
113981	PAYLESS AUTO BODY	UNIT 109 REPLACE REAR DIFFERENTIAL A	POLICE	3,571.39
113981	PAYLESS AUTO BODY	REPAIRS-REPLACE RF HEADLIGHT BULB 9	POLICE	112.48
113981	PAYLESS AUTO BODY	NEW SUPER STORT MARINEDEEP CYCLE	POLICE	149.95
113981	PAYLESS AUTO BODY	REPAIRS- OIL CHANGE, TIRE ROTATION, M	POLICE	233.14
113981	PAYLESS AUTO BODY	ELECTRIC POWER STEERING SYSTEM DIA	POLICE	3,568.47
113981	PAYLESS AUTO BODY	AIR CONDITIONING SYSTEM, CONDENSER	POLICE	1,903.74
113981	PAYLESS AUTO BODY	IGNITION COIL BOOT KIT	POLICE	54.22
113981	PAYLESS AUTO BODY	GOODYEAR 255/60R18	POLICE	1,052.00
113981	PAYLESS AUTO BODY	THERMOSTAT HOUSING GASKET3.7L ENG	POLICE	15.91
Total 113981:				23,016.09
113982	PLOTE CONSTRUCTION INC. D.B.A.	COLD PATCH	MOTOR FUEL TAX	4,016.25
Total 113982:				4,016.25
113983	Presto Promos LLC	EMPLOYEE ENGAGEMENT LUNCH BAGS	HUMAN RESOURCES	130.85
Total 113983:				130.85
113984	READITH ESTER	P&F-MEETING *08/08/2024	POLICE & FIRE COMMISSION	150.00
Total 113984:				150.00
113985	RIGGS BROS	FIR-TARP COVER REPAIR ENGINE 507	FIRE	625.00
113985	RIGGS BROS	FIRE-SEAT COVERS	FIRE	1,450.00
Total 113985:				2,075.00
113986	RUSSO POWER EQUIPMENT	GREAT LAKES MIX SUNSHADE 50LB 3 CUB	LAND & BUILDINGS	397.90
113986	RUSSO POWER EQUIPMENT	200 GAL CLASSIS COMPACT SPRAYER BL	LAND & BUILDINGS	3,899.00
113986	RUSSO POWER EQUIPMENT	RIDING MOWER REPAIRS	LAND & BUILDINGS	301.66
Total 113986:				4,598.56
113987	Soundbytes Auto Spa	POLICE CAR WASHES FEB - JUNE OF 2024	POLICE	234.00
Total 113987:				234.00
113988	South West Industries, Inc.	200 BLDG ELEVATOR MAINTENANCE JULY	PARKS & RECREATION	205.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 113988:				205.00
113989	STAPLES ADVANTAGE	C24 TAPE DISPENSER	POLICE	18.43
Total 113989:				18.43
113990	STATE INDUSTRIAL PRODUCTS CORP	BLOCK WORX, PIT RAIDER & STATE BIOMA	WATER & SEWER MAINTENANCE	1,641.64
Total 113990:				1,641.64
113991	TARSA COBURN	REFUND OVERPMT OF WATER BILL	WATER COLLECTIONS	334.59
Total 113991:				334.59
113992	The Eagle Uniform Company	FIR-UNIFORMS K. KEHOE	FIRE	115.00
113992	The Eagle Uniform Company	FIR-UNIFORMS J. ROBINSON	FIRE	168.00
113992	The Eagle Uniform Company	FIR-UNIFORMS N. CERULLO	FIRE	65.75
113992	The Eagle Uniform Company	FIR-UNIFORMS R. HAMILTON	FIRE	138.00
113992	The Eagle Uniform Company	FIR-UNIFORMS R. HAMILTON	FIRE	90.00
113992	The Eagle Uniform Company	FIR-UNIFORMS J. BUONINCONTRO	FIRE	231.75
113992	The Eagle Uniform Company	FIR-UNIFORMS K. KEHOE	FIRE	54.00
113992	The Eagle Uniform Company	FIR-UNIFORM BASEBALL CAP J. BUONINC	FIRE	49.00
113992	The Eagle Uniform Company	FIR-UNIFORMS N. CERULLO	FIRE	31.50
Total 113992:				943.00
113993	TONY'S LAWNMOWER	DEERE 2950M ZERO TURN REPAIRS	LAND & BUILDINGS	467.17
113993	TONY'S LAWNMOWER	REPLACED 3 ECHO TRIMMERS	LAND & BUILDINGS	277.90
113993	TONY'S LAWNMOWER	REPLACED STIHL CHAIN	PUBLIC WORKS	112.97
113993	TONY'S LAWNMOWER	STIHL CHAIN SAW	PUBLIC WORKS	779.99
113993	TONY'S LAWNMOWER	ECHO MAINTENANCE SUPPLIES	LAND & BUILDINGS	303.88
113993	TONY'S LAWNMOWER	STIHL CHAIN SAW REPAIRS	LAND & BUILDINGS	105.97
Total 113993:				2,047.88
113994	Trade Print Inc.	BUSINESS CARDS - PHYLLIS ZACHERY	POLICE	59.00
113994	Trade Print Inc.	#10 REG ENV	POLICE	125.00
Total 113994:				184.00
113995	TRANS UNION LLC	TRULOOKKUP 411 PLUS - SEARCH PERSO	POLICE	339.80
Total 113995:				339.80
113996	VALERIE DOTSON LYNCH	RPLCMNT CHECK *BLOCK PARTY REFUND	CORPORATE	50.00
Total 113996:				50.00
113997	VCG UNIFORM/CARLSON MURRAY	UNIFORMS - CODE DEPARTMENT	PUBLIC WORKS	278.85
Total 113997:				278.85
113998	VERONICA OLIVEROS	FACE PAINTING *BACK TO SCHOOL	COMMUNITY ENGAGEMENT	400.00
Total 113998:				400.00
113999	W.S. DARLEY & CO	FIR-2ND PAIR OF STRUCTURAL FIREFIGHT	FIRE	285.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
113999	W.S. DARLEY & CO	FIR-ADDITIONAL PAIR OF STRUCTURAL FI	FIRE	267.24
113999	W.S. DARLEY & CO	FIR-2ND PAIR OF STRUCTURAL FIREFIGHT	FIRE	599.75
113999	W.S. DARLEY & CO	FIR-STRUCTURAL FIREFIGHTING GLOVES	FIRE	267.24
113999	W.S. DARLEY & CO	FIR-RESERVE PAIR OF STRUCTURAL FIRE	FIRE	2,405.16
Total 113999:				3,824.39
114000	WIGIT'S TRUCK SERVICE	246 PM TRUCK, REPAIR AC, ELECTRICAL C	PUBLIC WORKS	1,001.50
114000	WIGIT'S TRUCK SERVICE	231 REPLACE BATTERY, SERVICE CABLES,	PUBLIC WORKS	1,918.20
114000	WIGIT'S TRUCK SERVICE	REPLACED BROOMS, GREASED SYSTEM	PUBLIC WORKS	996.48
114000	WIGIT'S TRUCK SERVICE	233M INSTALL WATER TANK & SPRAYER U	LAND & BUILDINGS	2,239.67
114000	WIGIT'S TRUCK SERVICE	201 REPAIR HYDRO LEAK,	PUBLIC WORKS	353.55
114000	WIGIT'S TRUCK SERVICE	239 REPAIRED COOLANT LEAK	PUBLIC WORKS	1,532.68
114000	WIGIT'S TRUCK SERVICE	CREDIT	PUBLIC WORKS	291.74-
114000	WIGIT'S TRUCK SERVICE	CHIPPER REPAIRS	PUBLIC WORKS	125.00
114000	WIGIT'S TRUCK SERVICE	2010 ELGIN PELICAN INSTALL SPOT LIGHT	PUBLIC WORKS	1,147.02
114000	WIGIT'S TRUCK SERVICE	19 CASE TV370 SKID STEER REPAIRED DO	WATER & SEWER MAINTENANCE	165.90
114000	WIGIT'S TRUCK SERVICE	234 SERVICE CALL, NO START	PUBLIC WORKS	285.91
114000	WIGIT'S TRUCK SERVICE	24 FORD EXPLORE INTERCEPTOR PM VEH	PUBLIC WORKS	140.69
114000	WIGIT'S TRUCK SERVICE	211N REPAIR OVER HEATING	WATER & SEWER MAINTENANCE	360.74
114000	WIGIT'S TRUCK SERVICE	247 REPAIRED SHUT OFF SWITCH, PARTS	PUBLIC WORKS	3,943.45
114000	WIGIT'S TRUCK SERVICE	PARTS (BLADES)	LAND & BUILDINGS	492.00
114000	WIGIT'S TRUCK SERVICE	253 REPAIRED AC	PUBLIC WORKS	258.26
114000	WIGIT'S TRUCK SERVICE	REPAIRED DEFECTIVE SENSORS, PM UNIT	PUBLIC WORKS	2,951.45
Total 114000:				17,620.76
114001	Woodlake Occupational Health	OCCUPATIONAL HEALTH SERVICES	HUMAN RESOURCES	110.00
114001	Woodlake Occupational Health	OCCUPATIONAL HEALTH SERVICES	HUMAN RESOURCES	375.00
Total 114001:				485.00
114002	TIAKA C BLAIR	INDEPENDENT CONTRACTOR 7/29-8/10/24	PRESIDENT & TRUSTEES	887.50
Total 114002:				887.50
114003	TRIGGI CONSTRUCTION, INC.	SOUTH MAYWOOD DRIVE ROADWAY IMPR	TIF ADMINISTRATION	482,994.00
114003	TRIGGI CONSTRUCTION, INC.	MAYWOOD 2024 ROADWAY IMPROVEMEN	TIF ADMINISTRATION	560,422.35
Total 114003:				1,043,416.35
114004	AA RENTAL CENTER	PORTOPOTTIE RENTAL *OL TIMERS PICNI	COMMUNITY ENGAGEMENT	375.00
Total 114004:				375.00
114005	ACCOUNTEMPS	SERVICE WEEK 08/09/24 *ANDREOUS DAVI	WATER COLLECTIONS	1,299.84
114005	ACCOUNTEMPS	SERVICE WEEK 08/09/2024 RICHARD SCH	FINANCE	3,450.00
Total 114005:				4,749.84
114006	AIR ONE EQUIPMENT	FIR-NEW GROUND LADDER (SHIPPED)	FIRE	1,819.00
Total 114006:				1,819.00
114007	ANTHONY WILLIAMS	REFUND OVERPMT OF WATER BILL 427401	WATER COLLECTIONS	131.72
Total 114007:				131.72

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
114008	AUDREY PLUMMER	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	397.50
Total 114008:				397.50
114009	AVA E GOREE	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	375.00
Total 114009:				375.00
114010	CDS OFFICE TECHNOLOGIES	CONTRACT BASE RATE CHARGE FOR THE	POLICE	190.00
Total 114010:				190.00
114011	COLIN B SMITH	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	30.00
Total 114011:				30.00
114012	COMCAST	FIR- INTERNET SVC	CENTRAL SERVICES	106.60
Total 114012:				106.60
114013	COMCAST	V/H-PHONE/INTERNET 10/29/23-11/28/23	CENTRAL SERVICES	499.23
114013	COMCAST	V/H-PHONE/INTERNET 11/29-12/28	CENTRAL SERVICES	499.23
Total 114013:				998.46
114014	COMCAST	300 OAK PHONE/INTERNET 11/11/23-12/10/	PARKS & RECREATION	426.33
Total 114014:				426.33
114015	COMCAST #8771 20 001 0416648	200 BLDG-PHONE SVCS	PARKS & RECREATION	360.35
114015	COMCAST #8771 20 001 0416648	200 BLDG-PHONE SVCS	PARKS & RECREATION	460.68
Total 114015:				821.03
114016	COMCAST CABLE	POL-INTERNET SERVICE 8/4-9/3/24	CENTRAL SERVICES	21.00
Total 114016:				21.00
114017	D & K SERVICE	HOMELAND-TUNE UP/SOLENOID/HARNES	POLICE	781.50
Total 114017:				781.50
114018	DIEGO FIGUEROA	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	420.00
Total 114018:				420.00
114019	Domonique Watson	OFFICE ASSISTANCE IN THE PUBLIC WOR	PUBLIC WORKS	1,140.00
Total 114019:				1,140.00
114020	EBONY & IVORY PARTY DECOR KREA	BALLOON COLUMNS/BACKDROP	COMMUNITY ENGAGEMENT	100.00
Total 114020:				100.00
114021	ETHAN ARANDA	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	517.50
Total 114021:				517.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
114022	Extreme Canopy	REPLACEMENT FRAME *MAYORS TENT	POLICE	639.40
Total 114022:				639.40
114023	FIRST INSURANCE FUNDING	GENERAL LIAB INS PMT *SEPT 2024	CENTRAL SERVICES	64,446.45
Total 114023:				64,446.45
114024	Francisco Alvarez	MEN'S 2ND FLOOR WASHROOM REMODEL	PUBLIC WORKS	25,250.00
114024	Francisco Alvarez	2ND FLOOR WOMEN'S WASHROOM REMO	PUBLIC WORKS	23,500.00
114024	Francisco Alvarez	INSTALL BABY CHANGING STATIONS IN 3 B	PUBLIC WORKS	900.00
Total 114024:				49,650.00
114025	Franzen Plumbing	FIR-KITCHEN SINK MAINTENANCE AT FIRE	FIRE	277.50
Total 114025:				277.50
114026	ILLINOIS COUNCIL OF POLICE &	UNION DUES *8/09/2024		138.00
Total 114026:				138.00
114027	ILLINOIS FRATERNAL ORDER OF POL	UNION DUES *08/09/2024 *DISPATCHERS		168.00
Total 114027:				168.00
114028	JAYLA MAHONEY	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	322.50
Total 114028:				322.50
114029	JERRY LAMARR KIDD	DJ/LIVE ENTERTAINMENT *OLD TIMERS PI	COMMUNITY ENGAGEMENT	400.00
Total 114029:				400.00
114030	JORDAN A WARD	INDEPENDANT CONTRACTOR PAY 7/29-8/1	COMMUNITY ENGAGEMENT	1,680.00
Total 114030:				1,680.00
114031	JUDY FRIESEN	REFUND BLOCK PARTY DEPOSIT	CORPORATE	50.00
Total 114031:				50.00
114032	KLEIN, THORPE AND JENKINS LTD	ECONOMIC REDEVELOPMENT MATTERS	LAW	3,987.67
114032	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *JUN 2024	LAW	2,068.50
Total 114032:				6,056.17
114033	LEGENDS GRILL	CATERED MEALS QRTLY COMMUNITY MEE	COMMUNITY ENGAGEMENT	825.00
Total 114033:				825.00
114034	LIVING WATERS CONSULTANTS	CONSULTING SERVICES 4/24/24 TO 8/4/24	COMMUNITY DEVELOPMENT	14.63
Total 114034:				14.63
114035	Mass Communcations Group Incorporate	12 T-SHIRTS W/ DESIGN SERVICES	COMMUNITY DEVELOPMENT	353.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114035:				353.50
114036	MAXINFLABLES	RENTAL OF TENT, TABLE, CHAIRS *OL TIM	COMMUNITY ENGAGEMENT	779.00
Total 114036:				779.00
114037	MAYWOOD FIREMEN'S PENSION FUN	PAYROLL LIABILITY EXPENSE 08/09/2024		15,303.46
Total 114037:				15,303.46
114038	MAYWOOD POLICE PENSION FUND	PAYROLL LIABILITY EXPENSE 08/09/2024		16,700.43
Total 114038:				16,700.43
114039	METROPOLITAN ALLIANCE	UNION DUES *08/09/2024		675.00
Total 114039:				675.00
114040	MICHAEL GATLIN JR	CAREER & LIFE READINESS COORDINATO	COMMUNITY ENGAGEMENT	980.00
Total 114040:				980.00
114041	MICHAEL LAWRENCE JR	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	150.00
Total 114041:				150.00
114042	MICHAELA LAWRENCE	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	165.00
Total 114042:				165.00
114043	MICKIAH D THOMPSON	CAREER LIFE & READINESS PROGRAM 7/2	COMMUNITY ENGAGEMENT	1,560.00
Total 114043:				1,560.00
114044	MPC COMMUNICATIONS & LIGHTING	FIR-ENGINE 506 REAR EMERGENCY LIGHT	FIRE	749.13
Total 114044:				749.13
114045	Muriello Appraisal & Consulting	APPRAISAL SERVICES		1,800.00
Total 114045:				1,800.00
114046	NAFISCO INC	EVENT SIGNS	POLICE	1,304.56
Total 114046:				1,304.56
114047	OJEDA'S WELDING COMPANY	242 NEW BRACKET FABRICATION & INSTA	PUBLIC WORKS	1,450.00
Total 114047:				1,450.00
114048	OTTOSEN DINOLFO HASENBALG & C	P&F-HEARING SVCS	POLICE & FIRE COMMISSION	1,701.58
Total 114048:				1,701.58
114049	OUTDOOR HOME SERVICES HOLDIN	LAWN SERVICE @ VILLAGE HALL & POLIC	LAND & BUILDINGS	242.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114049:				242.00
114050	PAUL BUNYON & SONS	231 S. 13TH TREE REMOVAL	PUBLIC WORKS	875.00
114050	PAUL BUNYON & SONS	2039 S. 2ND TREE REMOVAL	PUBLIC WORKS	1,250.00
114050	PAUL BUNYON & SONS	2015 S 4TH TREE REMOVAL	PUBLIC WORKS	1,250.00
114050	PAUL BUNYON & SONS	2020 S 4TH TREE REMOVAL	PUBLIC WORKS	1,250.00
114050	PAUL BUNYON & SONS	2024 S. 10TH TRIMMED TREE	PUBLIC WORKS	700.00
114050	PAUL BUNYON & SONS	1518 S. 4TH TRIMMED TREE	PUBLIC WORKS	850.00
114050	PAUL BUNYON & SONS	904 N. 6TH TREE REMOVAL	PUBLIC WORKS	875.00
114050	PAUL BUNYON & SONS	1937 S. 12TH TRIMMED TREE	PUBLIC WORKS	375.00
114050	PAUL BUNYON & SONS	318 S. 8TH TREE REMOVAL	PUBLIC WORKS	875.00
114050	PAUL BUNYON & SONS	436 S. 13TH TREE REMOVAL	PUBLIC WORKS	875.00
114050	PAUL BUNYON & SONS	446 S 13TH TREE REMOVAL	PUBLIC WORKS	875.00
Total 114050:				10,050.00
114051	PEP BOYS	REAR BRAKES LABOR	POLICE	95.26
Total 114051:				95.26
114052	PITNEY BOWES	CONTRACT #0040846002 11/29-02/28/24	FINANCE	886.65
Total 114052:				886.65
114053	PITNEY BOWES INC	FIN-POSTG.MTR.RNTL.SUPPLIES	FINANCE	160.78
114053	PITNEY BOWES INC	FIN-POSTG.MTR.RNTL.SUPPLIES	FINANCE	680.56
Total 114053:				841.34
114054	PREMIUM CONTRACTOR SERVICES I	CLEAN UP & FENCE REPAIRS @ BATAAN P	PARKS & RECREATION	4,500.00
114054	PREMIUM CONTRACTOR SERVICES I	PAINTING STRUCTURE AND SIGNAGE @ V	PARKS & RECREATION	4,800.00
114054	PREMIUM CONTRACTOR SERVICES I	CLEANUP & FENCE CLEARING @ TOT LOT	PARKS & RECREATION	3,600.00
114054	PREMIUM CONTRACTOR SERVICES I	WEED & TURN OVER MULCH @ MAYWOO	PARKS & RECREATION	4,000.00
Total 114054:				16,900.00
114055	READY REFRESH BY NESTLE	FIN-EQUIPMENT RENTAL	FINANCE	54.84
Total 114055:				54.84
114056	ROSALINDA FABELA	BLOCK PARTY REFUND	CORPORATE	150.00
Total 114056:				150.00
114057	SAFEGUARD BUSINESS SYSTEMS	LASER A.P. ACCOUNT	FINANCE	903.85
Total 114057:				903.85
114058	SEAN PUGH	LIFEGUARD 7/22/24-8/2/2024	PARKS & RECREATION	397.50
Total 114058:				397.50
114059	SERVICE EMPLOYEES LOCAL 73	UNION DUES 8/09/2024 *FIRE UNION		2,720.00
114059	SERVICE EMPLOYEES LOCAL 73	UNION DUES 08/09/2024 *SEIU COPE		25.00
114059	SERVICE EMPLOYEES LOCAL 73	UNION DUES 08/09/2024 *SEIU TECH		506.22

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114059:				3,251.22
114060	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE *JUL	CENTRAL SERVICES	789.59
114060	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CENTRAL SERVICES	522.54
114060	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CENTRAL SERVICES	121.26
114060	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	CENTRAL SERVICES	122.61
Total 114060:				1,556.00
114061	SIGNCO	LABOR TO INSTALL CUSTOMER SUPPLIED		1,500.00
Total 114061:				1,500.00
114062	South West Industries, Inc.	200 BLDG ELEVATOR MAINTENANCE AUG	PARKS & RECREATION	205.00
Total 114062:				205.00
114063	SWIM JUST BECAUSE LLC	AQUATICS CONSULTING/COORDINATION F	PARKS & RECREATION	1,549.98
Total 114063:				1,549.98
114064	TEAMSTERS LOCAL 705	UNION DUES *08/09/2024		458.71
114064	TEAMSTERS LOCAL 705	UNION DUES 08/09/2024 *SA		40.00
Total 114064:				498.71
114065	TEAMSTERS LOCAL UNION NO. 700	UNION DUES *8/09/2024 *PART-TIME OFFIC		34.00
Total 114065:				34.00
114066	TERRI EVANS	INITIATIVES & PROGRAMMING MGR 7/28/2	VILLAGE MANAGER	3,200.00
Total 114066:				3,200.00
114067	TIMOTHY LAWRENCE	LIFEGUARD 7/22-8/2/2024	PARKS & RECREATION	187.50
Total 114067:				187.50
114068	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DED*D.LE		75.00
114068	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DED *P.ZA		50.00
Total 114068:				125.00
114069	VOYA INSTITUTIONAL TRUST CO.	VOYA DEDUCTION 08/09/2024		5,769.00
Total 114069:				5,769.00
114070	W.S. DARLEY & CO	FIR-NEW WATER EXTINGUISHER CAN (TO	FIRE	1,290.83
Total 114070:				1,290.83
114071	Xavier Doyle	CAREER LIFE READINESS PROGRAM 7/29/	COMMUNITY ENGAGEMENT	1,720.00
Total 114071:				1,720.00
114072	XTRA CELEB TRENDZ	BOOKBAG LOGO *BACK TO SCHOOL 8/10	COMMUNITY ENGAGEMENT	234.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114072:				234.00
114073	ZUMBA WITH NAKISHA	AQUATICS INSTRUCTOR *8/2/2024	PARKS & RECREATION	50.00
Total 114073:				50.00
114074	THE PRINT LABB 2.0	MADISON/5TH TIF CURB APPEAL PROGRA	TIF ADMINISTRATION	3,279.00
Total 114074:				3,279.00
114075	ACCOUNTEMPS	SERVICE WEEK 08/16/24 *ANDREOUS DAVI	WATER COLLECTIONS	1,624.80
114075	ACCOUNTEMPS	SERVICE WEEK 08/16/24 *MICHAEL GRANT	FINANCE	2,844.00
Total 114075:				4,468.80
114076	ACCUTRON	HARDWARE FOR POLICE BODY CAMERAS	MANAGEMENT INFORMATION SYSTE	2,750.00
Total 114076:				2,750.00
114077	AJ Construction Management	BOARD UP / LANDSCAPING	CODE ENFORCEMENT	2,200.00
114077	AJ Construction Management	LANDSCAPING FOR MULTIPLE VACANT PR	CODE ENFORCEMENT	1,020.00
Total 114077:				3,220.00
114078	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 08/5-8/16/2024	COMMUNITY ENGAGEMENT	800.00
Total 114078:				800.00
114079	AMERICAN LEGAL PUBLISHING CORP	2024 S-46 SUPPLEMENT PAGES	VILLAGE CLERK	191.10
Total 114079:				191.10
114080	ANDERSON LANDSCAPE SUPPLY	CY TOP SOIL	LAND & BUILDINGS	168.00
Total 114080:				168.00
114081	ANDRE A ADAMS	50% DEPOSIT BLUES *MAYWOOD FEST	COMMUNITY ENGAGEMENT	700.00
Total 114081:				700.00
114082	ANGELA SMITH	EXPENSE REIMB *CONFERENCE	COMMUNITY DEVELOPMENT	12.81
Total 114082:				12.81
114083	Armand Advertising LLC.	FIR-FIRE SAFETY EDUCATION MATERIALS	FIRE	644.26
Total 114083:				644.26
114084	ASIA MOTOR INC	PURCHASE (2) VEHICLES 2020FORD EXPL	POLICE	53,890.00
Total 114084:				53,890.00
114085	ASSOCIATED TECHNICAL SERVICE	EMERGENCY LOCATE @ 206 S 21ST	WATER & SEWER MAINTENANCE	852.00
Total 114085:				852.00
114086	BLUE CROSS BLUE SHIELD	HEALTH AND DENTAL INSURANCE SEPT 2	CENTRAL SERVICES	393,079.71

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114086:				393,079.71
114087	BNDR Consulting LLC	LANDSCAPING SERVICES	CODE ENFORCEMENT	600.00
114087	BNDR Consulting LLC	LANDSCAPING SERVICES	CODE ENFORCEMENT	1,200.00
Total 114087:				1,800.00
114088	C&R DIRECTIONAL BORING INC	DRILLING 410 N 3RD 100' OF 1" COPPER	WATER & SEWER MAINTENANCE	1,500.00
114088	C&R DIRECTIONAL BORING INC	DRILLING 100" 1.5 " COPPER	WATER & SEWER MAINTENANCE	1,500.00
114088	C&R DIRECTIONAL BORING INC	900 W ST. CHARLES DRILLING 100; OF 1.5	WATER & SEWER MAINTENANCE	1,500.00
Total 114088:				4,500.00
114089	CAMIC JOHNSON LTD	ADMINISTRATIVE HEARING 7/5/2024	CODE ENFORCEMENT	300.00
Total 114089:				300.00
114090	CHICAGO CLEANING CONCIERGE	200 BUILDING STRIPPING & WAXING FLOO	PARKS & RECREATION	3,650.00
Total 114090:				3,650.00
114091	CINTAS CORPORATION #344	PREM/EMBLEMS	PUBLIC WORKS	104.87
114091	CINTAS CORPORATION #344	PREP/EMBLEM	PUBLIC WORKS	109.89
114091	CINTAS CORPORATION #344	PREM/EMBLEMS	PUBLIC WORKS	104.87
114091	CINTAS CORPORATION #344	PREM/EMBLEMS	PUBLIC WORKS	109.89
Total 114091:				429.52
114092	Claire Costelloe	INTERN SERVICES 8/4/24 TO 8/17/24	TIF ADMINISTRATION	570.00
Total 114092:				570.00
114093	COMCAST	410 MAIN METRA-PHONE/INT SVC 7/13/24-	CENTRAL SERVICES	129.85
Total 114093:				129.85
114094	COMCAST	POL-INTERNET SVC 6/11-8/11	CENTRAL SERVICES	692.50
114094	COMCAST	POL-INTERNET SVC 6/12-7/11/24	CENTRAL SERVICES	692.50
Total 114094:				1,385.00
114095	COMCAST	V/H-PHONE/INTERNET 7/29/24-8/28/24	CENTRAL SERVICES	505.81
Total 114095:				505.81
114096	CORE & MAIN LP	LA04-77SNL 2" 45 BEND SWFCT XCTS (NO	WATER & SEWER MAINTENANCE	606.00
114096	CORE & MAIN LP	264-069012-007 6X12-1/2X3/4CCTAPT REP	WATER & SEWER MAINTENANCE	995.00
114096	CORE & MAIN LP	264-090512-015 8X12-1/2X2CCTAPT REP CL	WATER & SEWER MAINTENANCE	501.00
114096	CORE & MAIN LP	3/4X100 SOFT K COPPER USAPER FOOT	WATER & SEWER MAINTENANCE	1,424.00
114096	CORE & MAIN LP	Q24-33NL 3/4 LEAD-PAK CPLG3/4 XS X 3/4	WATER & SEWER MAINTENANCE	244.00
114096	CORE & MAIN LP	B44-333MQNL 3/4 BALL CURB QJ(CTS) MIN	WATER & SEWER MAINTENANCE	1,955.00
114096	CORE & MAIN LP	B44-333MQNL 3/4 BALL CURB QJ(CTS) MIN	WATER & SEWER MAINTENANCE	1,150.00
114096	CORE & MAIN LP	Q14-33-Q34-23NL LEAD-PAK CPLG5/8 DBL.	WATER & SEWER MAINTENANCE	648.00
114096	CORE & MAIN LP	264-069012-009 6X12-1/2X1CCTAPT REP CL	WATER & SEWER MAINTENANCE	796.00
114096	CORE & MAIN LP	264-090515-013 8X15X1-1/2CCTAPT REP CL	WATER & SEWER MAINTENANCE	534.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114096:				8,853.00
114097	DEPT.OF CENTRAL MANAGEMENT SV	POL-COMMUNICATION CHARGES & IWIN C	POLICE	934.67
Total 114097:				934.67
114098	ELIJAH WILLIS	REIMB. FOR NNO 8.6.24 - WATER + CHIPS	POLICE	136.56
Total 114098:				136.56
114099	FAUST, INC.	BEDLINER ON TRUCK 201, 202 & 203	PUBLIC WORKS	620.00
114099	FAUST, INC.	INSTALLED 2-WAY RADIO & EMERGENCY L	PUBLIC WORKS	1,508.42
114099	FAUST, INC.	BEDLINER ON TRUCK 201, 202 & 203	PUBLIC WORKS	620.00
114099	FAUST, INC.	BEDLINER ON TRUCK 201, 202 & 203	PUBLIC WORKS	620.00
Total 114099:				3,368.42
114100	Foreman Enterprises LLC	GRAVEL ROCKS/PAVEMENT - 500 BLOCK O	CODE ENFORCEMENT	300.00
114100	Foreman Enterprises LLC	LANDSCAPING SERVICES - 300-500 BLOCK	CODE ENFORCEMENT	2,400.00
114100	Foreman Enterprises LLC	LANDSCAPING SERVICES - 100 BLOCK OF	CODE ENFORCEMENT	1,000.00
Total 114100:				3,700.00
114101	FOREST PRINTING	POSTAGE FOR NEWSLETTER	VILLAGE MANAGER	1,785.64
Total 114101:				1,785.64
114102	FOREST SECURITY, INC.	QUARTERLY MONITORING PUMP STATION	PUMP STATION OPERATIONS	317.85
114102	FOREST SECURITY, INC.	QUARTERLY MONITORING 200 S. 5TH	PARKS & RECREATION	1,189.32
Total 114102:				1,507.17
114103	Gas Plus Inc	73 WASHES @ $5.00 PER WASH	POLICE	365.00
Total 114103:				365.00
114104	GLORIA A. CLAY	P&F-MEETING *08/22/2024	POLICE & FIRE COMMISSION	200.00
114104	GLORIA A. CLAY	BLOCK PARTY REFUND	CORPORATE	100.00
Total 114104:				300.00
114105	HAROLD DAWSON	50% DEPOSIT BAND *MAYWOOD FEST	COMMUNITY ENGAGEMENT	1,250.00
Total 114105:				1,250.00
114106	Ian Canovi	INTERN SERVICES 8/4/24 TO 8/17/24	TIF ADMINISTRATION	1,639.00
Total 114106:				1,639.00
114107	JAMES L. ELLEXSON	REIMB.LUNCH FOR DIRECTORS TRAINING	HUMAN RESOURCES	504.57
Total 114107:				504.57
114108	JAMES T BREWER	P&F-MEETING *08/22/2024	POLICE & FIRE COMMISSION	150.00
Total 114108:				150.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
114109	Jimmy Kifarkis	CONTRACTOR (ELECTRICIAN) 7/18/24-8/15/	CODE ENFORCEMENT	1,500.00
Total 114109:				1,500.00
114110	Karen Milroy	INTERN SERVICES 8/4/24 TO 8/15/24	TIF ADMINISTRATION	1,206.50
Total 114110:				1,206.50
114111	Kendall Silas	HOMELAND SECURITY *STIPEND 08.03.202	POLICE	961.53
Total 114111:				961.53
114112	LAPORCHA L DIAZ	PROGRAM INSTRUCTOR 7/31 & 8/2	PARKS & RECREATION	100.00
Total 114112:				100.00
114113	LAUTERBACH & AMEN, LLP	PROF SVCS *ACTUARIAL VALUATION 4/30/	FINANCE	2,870.00
Total 114113:				2,870.00
114114	LEWIS LAWN SERVICE INC.	STORAGE FEE DOG PARK EQUIPMENT	VILLAGE MANAGER	1,830.00
Total 114114:				1,830.00
114115	LOOP CLERKING SERVICE	REFUND SALE CANCELLED	CORPORATE	796.00
Total 114115:				796.00
114116	MAGNUS AND ANDERSON	REMOVE OVERGROWTH @ LOT BTWN 8T	LAND & BUILDINGS	3,000.00
Total 114116:				3,000.00
114117	MARCELLUS CASSIUS WELLS	P&F-MEETING *08/22/2024	POLICE & FIRE COMMISSION	150.00
Total 114117:				150.00
114118	MARK DWYER	CONTRACTOR (PLUMBING) 8/6/24-8/15/24	CODE ENFORCEMENT	1,500.00
Total 114118:				1,500.00
114119	MAYWOOD EXPRESS	POL- (18) PRISONER MEALS JULY 2024	POLICE	63.00
Total 114119:				63.00
114120	MBEY Enterprises, LLC	LANDSCAPING SERVICES	CODE ENFORCEMENT	1,025.00
114120	MBEY Enterprises, LLC	LANDSCAPING SERVICES	CODE ENFORCEMENT	1,700.00
114120	MBEY Enterprises, LLC	LANDSCAPING SERVICES	CODE ENFORCEMENT	1,600.00
Total 114120:				4,325.00
114121	MICHAEL C ITALIA	50% DEPOSIT ENTERTAINMENT *MAYWOO	COMMUNITY ENGAGEMENT	700.00
Total 114121:				700.00
114122	MORELIA AUTO SALES INC.	2 TIRE REPAIRS MP 16180	POLICE	30.00
Total 114122:				30.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
114123	NAFISCO INC	6' PLASTIC BARRICADES	PUBLIC WORKS	683.20
114123	NAFISCO INC	SIGN PURCHASE	PUBLIC WORKS	4,703.88
Total 114123:				5,387.08
114124	NORTH EAST MULTI-REGIONAL	BASIC FIELD TRAINING OFFICER - SOKOL	POLICE	255.00
Total 114124:				255.00
114125	NU LIFE TIRE SERVICE	TIRE REPAIR	CODE ENFORCEMENT	60.00
Total 114125:				60.00
114126	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	24.48
114126	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	87.40
114126	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	CODE ENFORCEMENT	7.39
Total 114126:				119.27
114127	PATINO'S MUSIC LLC	3RD DEPOSIT FOR STAGE & SOUND *MAY	COMMUNITY ENGAGEMENT	4,500.00
Total 114127:				4,500.00
114128	PAUL BUNYON & SONS	1101 N 6TH REMOVED 2 TREES & DEBRIS	PUBLIC WORKS	3,000.00
114128	PAUL BUNYON & SONS	1019 S. 12TH TRIMMED TREE	PUBLIC WORKS	375.00
114128	PAUL BUNYON & SONS	2041 S 4TH STUMP REMOVAL	PUBLIC WORKS	250.00
114128	PAUL BUNYON & SONS	1927 S 11TH REMOVED TREE & DEBRIS	PUBLIC WORKS	3,000.00
114128	PAUL BUNYON & SONS	1105 N 6TH STUMP REMOVAL	PUBLIC WORKS	250.00
114128	PAUL BUNYON & SONS	1915 S 11TH REMOVED MAPLE TREE & CO	PUBLIC WORKS	1,000.00
114128	PAUL BUNYON & SONS	1020 S 12TH REMOVED TREE & COMPLET	PUBLIC WORKS	1,000.00
114128	PAUL BUNYON & SONS	1247 S 14TH STUMP REMOVAL	PUBLIC WORKS	250.00
114128	PAUL BUNYON & SONS	2006 S 10TH TRIM TREE & REMOVE BRUS	PUBLIC WORKS	600.00
114128	PAUL BUNYON & SONS	1225-1227 S 13TH REMOVE LIMB	PUBLIC WORKS	200.00
Total 114128:				9,925.00
114129	PAUL J DOWD	CONTRACTUAL PUMP STATION OPERATO	PUMP STATION OPERATIONS	4,650.00
Total 114129:				4,650.00
114130	PAYLESS AUTO BODY	FUEL PUMP - REMOVE & REPLACE RIGHT	POLICE	105.00
Total 114130:				105.00
114131	PREMIUM CONTRACTOR SERVICES I	DOG PARK FENCE		18,000.00
Total 114131:				18,000.00
114132	QUICKET SOLUTIONS, INC.	ECRASH SOFTWARE-ANNUAL SUBSCRIPTI	POLICE	1,980.00
Total 114132:				1,980.00
114133	READITH ESTER	P&F-MEETING *08/22/2024	POLICE & FIRE COMMISSION	150.00
Total 114133:				150.00
114134	READY REFRESH BY NESTLE	C/D-EQUIPMENT WATER	COMMUNITY DEVELOPMENT	73.92

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114134:				73.92
114135	RESTORE CONSTRUCTION	BOARD-UP - 212 S. 12TH AVE	CODE ENFORCEMENT	432.00
114135	RESTORE CONSTRUCTION	BOARD-UP - 834 S. 16TH AVE	CODE ENFORCEMENT	242.00
114135	RESTORE CONSTRUCTION	BOARD-UP - 1615 ST. CHARLES RD	CODE ENFORCEMENT	210.00
114135	RESTORE CONSTRUCTION	BOARD-UP - 834 S. 16TH AVE	CODE ENFORCEMENT	2,464.00
114135	RESTORE CONSTRUCTION	BOARD-UP - 803 S. 4TH AVE.	CODE ENFORCEMENT	321.00
Total 114135:				3,669.00
114136	ROYAL PIPE & SUPPLY CO	1/2" BRASS HOSE CONNECTOR, 1/2" X3" S	WATER & SEWER MAINTENANCE	50.22
Total 114136:				50.22
114137	SEAN HARVEY	BLOCK PARTY DEPOSIT REFUND	CORPORATE	50.00
Total 114137:				50.00
114138	SHRED - IT US JV LLC	REGULAR SERVICE | ON-SITE (PAPER)TOT	CENTRAL SERVICES	122.16
Total 114138:				122.16
114139	SPECIAL EVENTS RENTAL LTD	GOLF CART RENTAL *MAYWOOD FEST	PUBLIC WORKS	3,670.00
Total 114139:				3,670.00
114140	STANDARD EQUIPMENT CO.	VACTOR REPAIRS	WATER & SEWER MAINTENANCE	410.00
Total 114140:				410.00
114141	STAPLES ADVANTAGE	PLUGABLE USB-C 4-PORT HUB	POLICE	34.98
114141	STAPLES ADVANTAGE	MONITOR WIDESCREEN PRIVACY 21.	POLICE	56.84
114141	STAPLES ADVANTAGE	CORRECTION TAPE TW 10 PK CLR	POLICE	19.96
114141	STAPLES ADVANTAGE	CENTON DATASTICK PRO 10 X 16GB	POLICE	64.50
Total 114141:				176.28
114142	T.P.I.	CONTRACTORS - BUILDING/PLUMBING	CODE ENFORCEMENT	1,043.25
Total 114142:				1,043.25
114143	TGX ENTERTAINMENT	50% DEPOSIT ENTERTAINMENT *MAYWOO	COMMUNITY ENGAGEMENT	800.00
Total 114143:				800.00
114144	THE MCNARY EXPERIENCE	50% DEPOSIT ENTERTAINMENT *MAYWOO	COMMUNITY ENGAGEMENT	800.00
Total 114144:				800.00
114145	Trade Print Inc.	200 WE CALL POLICE PLACARD	POLICE	265.00
Total 114145:				265.00
114146	TRANS UNION LLC	TRULOOKUP SERVICES FOR INVESTIGATI	POLICE	340.60
Total 114146:				340.60

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
114147	USA BLUE BOOK	HACH DPD 1	WATER & SEWER MAINTENANCE	159.48
Total 114147:				159.48
114148	WESTCHESTER LOCK KEY SVC	ADJUST CAM, TIGHTEN SCREWS, & LUBE	POLICE	75.00
Total 114148:				75.00
114149	Wireless CCTV LLC	(2) SOLAR TRAILER - 3 PTZ CAMERAS REN	POLICE	6,200.00
Total 114149:				6,200.00
114150	A-1 Cutting Edge Landscaping	GAIN ACCESS AND SECURE TO BUILDING	CODE ENFORCEMENT	500.00
Total 114150:				500.00
114151	ACCOUNTEMPS	SERVICE WEEK 08/23/24 *ANDREOUS DAVI	WATER COLLECTIONS	1,601.24
114151	ACCOUNTEMPS	SERVICE WEEK 08/23/24 *MICHAEL GRANT	FINANCE	2,962.50
Total 114151:				4,563.74
114152	AIR ONE EQUIPMENT	FIR-BATTERIES FOR QUADMETER	FIRE	37.00
Total 114152:				37.00
114153	ALFRED SCHRADER	REFUND OVRPMT OF WATER ACCT *518 N	WATER COLLECTIONS	5.85
Total 114153:				5.85
114154	ANIMAL WELFARE LEAGUE	ANIMAL IMPOUNDMENT *JUNE 2024	CODE ENFORCEMENT	1,020.00
Total 114154:				1,020.00
114155	COMCAST	410 MAIN METRA-PHONE/INT SVC 8/13/24-	CENTRAL SERVICES	129.85
Total 114155:				129.85
114156	COMCAST	POL-INTERNET SVC 8/12-9/11/24	CENTRAL SERVICES	695.26
Total 114156:				695.26
114157	COMCAST	FIR-PHONE SVC 8/22-9/21/24	CENTRAL SERVICES	358.36
Total 114157:				358.36
114158	COMCAST	PHONE/INTERNET 1210 S 9TH 8/07/24-9/06	CENTRAL SERVICES	243.26
Total 114158:				243.26
114159	COMCAST	300 OAK PHONE/INTERNET 8/11-9/10/24	PARKS & RECREATION	521.71
114159	COMCAST	300 OAK PHONE/INTERNET 7/11/24-8/10/24	PARKS & RECREATION	521.12
Total 114159:				1,042.83
114160	COMCAST CABLE	DUPLICATE PAYMENT CK #113002	CENTRAL SERVICES	16,829.78
Total 114160:				16,829.78

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
114161	CONSTANCE THOMPKINS	REIMB.LCC LICENSE RNWL/BASSETT TRAI	VILLAGE CLERK	37.95
Total 114161:				37.95
114162	CORE & MAIN LP	264-069012-007 6X12-1/2X3/4CCTAPT REP	WATER & SEWER MAINTENANCE	199.00
114162	CORE & MAIN LP	IPERL 5/8 3TS 100CF 4WHL11X3FLXXBID S	WATER & SEWER MAINTENANCE	2,320.00
114162	CORE & MAIN LP	3/4X4 T-HEAD B&N 304SS	WATER & SEWER MAINTENANCE	77.40
114162	CORE & MAIN LP	H18000 1-1/2 FLARING TOOL	WATER & SEWER MAINTENANCE	164.50
114162	CORE & MAIN LP	SHIPPING	WATER & SEWER MAINTENANCE	9.49
114162	CORE & MAIN LP	OMNI+ 3 C2 100CF 17LL 5WHL SM20' TRPL	WATER & SEWER MAINTENANCE	5,655.00-
114162	CORE & MAIN LP	3/4 IPERL 100CF 3-TS 4WHL9"LL I3X3FLXX	WATER & SEWER MAINTENANCE	1,200.00-
114162	CORE & MAIN LP	317-076007-000 6X3/4CC SADDLEEPOXY W	WATER & SEWER MAINTENANCE	456.00
114162	CORE & MAIN LP	SHIPPING	WATER & SEWER MAINTENANCE	26.18
Total 114162:				3,602.43-
114163	Domonique Watson	OFFICE ASSISTANCE IN THE PUBLIC WOR	PUBLIC WORKS	1,392.00
Total 114163:				1,392.00
114164	DOOR AND WINDOW GUARD	30 MADISON 8/27/24 - 11/25/24	TIF ADMINISTRATION	300.00
Total 114164:				300.00
114165	DRIVEN FENCE, INC	50% DEPOSIT *FENCE *2024 MAYWOOD FE	COMMUNITY ENGAGEMENT	3,500.00
114165	DRIVEN FENCE, INC	BALANCE DUE FENCE *2024 MAYWOOD FE	COMMUNITY ENGAGEMENT	1,586.00
Total 114165:				5,086.00
114166	FIRE SERVICE INCORPORATED	FIR-ENGINE 506 FIRE PUMP, BOOSTER RE	FIRE	1,011.97
Total 114166:				1,011.97
114167	Franzen Plumbing	FIR-URINAL REPAIR AT FIRE STATION NO.	FIRE	296.83
Total 114167:				296.83
114168	GARYN ROUSE	BLOCK PARTY REFUND	CORPORATE	50.00
Total 114168:				50.00
114169	ILLINOIS COUNCIL OF POLICE &	UNION DUES *8/23/2024		138.00
Total 114169:				138.00
114170	ILLINOIS FRATERNAL ORDER OF POL	UNION DUES *08/23/2024 *DISPATCHERS		192.00
Total 114170:				192.00
114171	ILLINOIS MUNICIPAL LEAGUE	REGISTRATION FEE 2024 IML ANNUAL CO	PRESIDENT & TRUSTEES	975.00
Total 114171:				975.00
114172	JAMES L. ELLEXSON	REIMB. SERVICE AWARDS	HUMAN RESOURCES	61.53
Total 114172:				61.53
114173	Kendall Silas	HOMELAND SECURITY STIPEND 8-10,8-17	POLICE	961.53

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114173:				961.53
114174	KONICA MINOLTA PREMIER FINANCE	CONTRACT #450-0104651-000 *6/1/2024-6/3	CENTRAL SERVICES	1,267.85
114174	KONICA MINOLTA PREMIER FINANCE	CONTRACT #450-0118210-000 7/4/2024-8/3/	CENTRAL SERVICES	297.50
114174	KONICA MINOLTA PREMIER FINANCE	CONTRACT #450-0104651-000 8/1-8/31/2024	CENTRAL SERVICES	1,267.85
114174	KONICA MINOLTA PREMIER FINANCE	CONTRACT #450-0118210-000 6/4/2024-7/3/	CENTRAL SERVICES	247.50
114174	KONICA MINOLTA PREMIER FINANCE	CONTRACT #450-0118210-000 8/4/2024-9/3/	CENTRAL SERVICES	247.50
114174	KONICA MINOLTA PREMIER FINANCE	CONTRACT #450-0104651-000 7/1-7/31/2024	CENTRAL SERVICES	1,817.39
Total 114174:				5,145.59
114175	LARRY SANDERS	REFUND OVRPMT FINAL BILL *1406 S 15TH	WATER COLLECTIONS	41.44
Total 114175:				41.44
114176	Lora Hardney	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 114176:				1,750.00
114177	MAYWOOD FIRE FIGHTERS ASSOCIA	FIRE FIGHTER ASSOC FEES *08/23/2024		600.00
Total 114177:				600.00
114178	MAYWOOD FIREMEN'S PENSION FUN	PAYROLL LIABILITY EXPENSE 08/23/2024		15,187.41
Total 114178:				15,187.41
114179	MAYWOOD POLICE PENSION FUND	PAYROLL LIABILITY EXPENSE 08/23/2024		17,156.53
Total 114179:				17,156.53
114180	METROPOLITAN ALLIANCE	UNION DUES *08/23/2024		675.00
Total 114180:				675.00
114181	NICOR GAS 02-24-58-0000 4	GAS SERVICE 9TH & WILCOX 5/14/24-6/12/	PUMP STATION OPERATIONS	329.80
Total 114181:				329.80
114182	NICOR GAS #6708165415 3	410 MAIN GAS SERVICE 5/15/23-6/14/24	PUBLIC WORKS	86.72
Total 114182:				86.72
114183	NYKITA KORNEGAY	REIMB.BASSET TRAINING FOR MAYWOOD	VILLAGE CLERK	19.99
Total 114183:				19.99
114184	RIGGS BROS	VINYL FLOORING/SEAT COVERS		3,045.00
Total 114184:				3,045.00
114185	SERVICE EMPLOYEES LOCAL 73	UNION DUES 08/23/2024 *SEIU COPE		25.00
114185	SERVICE EMPLOYEES LOCAL 73	UNION DUES 08/23/2024 *SEIU TECH		506.22
Total 114185:				531.22
114186	TEAMSTERS LOCAL 705	UNION DUES *08/23/2024		498.71

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 114186:				498.71
114187	TEAMSTERS LOCAL UNION NO. 700	UNION DUES *8/23/2024 *PART-TIME OFFIC		34.00
Total 114187:				34.00
114188	The Eagle Uniform Company	FIR-UNIFORMS A. HERNANDEZ	FIRE	190.50
114188	The Eagle Uniform Company	FIR-UNIFORMS J. HERNANDEZ	FIRE	292.00
Total 114188:				482.50
114189	TIAKA C BLAIR	INDEPENDENT CONTRACTOR 8/12-8/24/24	PRESIDENT & TRUSTEES	662.50
Total 114189:				662.50
114190	VALERIE DOTSON LYNCH	BLOCK PARTY REFUND DEPOSIT *2024	CORPORATE	50.00
Total 114190:				50.00
114191	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DEDUCTIO		75.00
114191	VILLAGE OF MAYWOOD	WATER PAYMENT VIA PAYROLL DED *P.ZA		50.00
Total 114191:				125.00
114192	VILLAGE OF MELROSE PARK	ACCT #422000-001 07/01/2024-07/31/2024	WATER COLLECTIONS	193,224.09
114192	VILLAGE OF MELROSE PARK	ACCT #422001-001 07/01/2024-07/31/2024	WATER COLLECTIONS	183,196.61
Total 114192:				376,420.70
114193	VOYA INSTITUTIONAL TRUST CO.	VOYA DEDUCTION 08/23/2024		5,769.00
Total 114193:				5,769.00
114194	Warren Nixon	REIMBURSEMENT FOR OVERPAYMENT OF	CORPORATE	2,142.25
Total 114194:				2,142.25
114195	Wireless CCTV LLC	SHARED INVOICE WITH MPD (2) SOLAR TR	PUBLIC WORKS	6,200.00
Total 114195:				6,200.00
114196	Xavier Doyle	CAREER LIFE READINESS PROGRAM 8/12/	COMMUNITY ENGAGEMENT	1,400.00
Total 114196:				1,400.00
114197	XTRA CELEB TRENDZ	(40) BOOKBAG LOGO *BACK TO SCHOOL	COMMUNITY ENGAGEMENT	120.00
Total 114197:				120.00
114198	ZEIGLER FORD NORTH RIVERSIDE	CODE VEHICLE REPAIR	CODE ENFORCEMENT	647.50
Total 114198:				647.50
114199	AA RENTAL CENTER	DEPOSIT FOR TENTS, CHAIRS, TABLE *MA	COMMUNITY ENGAGEMENT	3,460.75
Total 114199:				3,460.75

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
114200	TERRI EVANS	INITIATIVES & PROGRAMMING MGR 8/12/2	VILLAGE MANAGER	3,200.00
Total 114200:				3,200.00
Grand Totals:				3,502,249.38

VILLAGE OF MAYWOOD

Warrant List #200553 through August 31, 2024

The President and Board of Trustees of the Village of Maywood approve the following Warrant, as stated below and authorize the payment when funds are available.

_____
President

_____
Village Manager

Attest

_____
Clerk

VILLAGE OF MAYWOOD

VILLAGE PRESIDENT, MAYOR NATHANIEL GEORGE BOOKER

MAYWOOD COMMUNITY DEVELOPMENT DEPARTMENT

MONTHLY REPORT

BUSINESS/PROJECT ACTIVITY	August-23	August-24	FY 2024 May-August 2023	FY 2025 May-August 2024
Commercial Development Meetings	2	2	14	17
Residential Development Meetings	2	0	5	2
New Business License Apps/Outreach	13	32	32	120
Business License Renewal/Outreach	1	1	50	8
Plan Reviews/Submittals	0	0	2	1
Meetings w/Outside Agencies	12	15	47	59
Existing Business Meetings/Outreach	7	16	15	50
Grand Opening/Groundbreaking Events	0	0	0	6
Properties Acquired/Sold	0	0	0	1
Grants Applied for	0	0	4	0
Incentives Requested	0	1	1	2

ZONING ACTIVITY	August-23	August-24	FY 2024 May-August 2023	FY 2025 May-August 2024
Total Zoning Cases				
- Text/Map Amendments	1	0	4	1
- Variations/Appeals	0	0	0	0
- Special Uses	1	0	1	3
- Site Plan	0	0	1	0
- Subdivision	0	0	0	0
Zoning Reviews/Verification	15	1	38	3
Zoning Permits/Sign Permits	2	17	58	75

MEETINGS/HEARINGS	August-23	August-24	FY 2024 May-August 2023	FY 2025 May-August 2024
Planning & Zoning Commission				
- Regular Meeting	1	0	4	3
- Public Hearing	1	0	3	4
Historic Preservation Commission				
- Regular Meeting	0	1	0	3
- Subdivision	0	0	0	0
Community Meetings	1	3	5	4

VILLAGE OF MAYWOOD

VILLAGE PRESIDENT, MAYOR NATHANIEL GEORGE BOOKER

MAYWOOD FIRE DEPARTMENT

MONTHLY REPORT

TOTAL DISPATCHED MONTHLY CALLS	Previous Month	Month	YTD
FIRE/RESCUE		36	391
EMS/EMT ALL, INCLUDES VEHICLE ACCIDENTS		425	3175
HAZARDOUS CONDITION		11	90
GOOD INTENT CALLS FOR SERVICE		1	
MUTUAL AIDE CALLS		24	145
FIRE ALARM/FALSE CALL		30	140
SEVERE WEATHER/NATURAL DISASTER		1	
DISPATCHED/CANCELLED IN-ROUTE		23	
AVERAGE RESPONSE TIME-DISPATCH TO ON SCENE		3 mins	

BREAKDOWN OF INCIDENT TYPE	Previous Month	Month	YTD
STRUCTURE/BUILDING FIRES		2	9
RESIDENTIAL FIRES		2	2
COMMERCIAL FIRES		0	0
VEHICLE FIRES		0	10
OTHER FIRE TYPES – DUMPSTER, GRASS, GRILL, ETC...		0	5
EMS/EMT RESIDENTIAL			
EMS/EMT BUSINESS			
EMS/EMT VEHICLE ACCIDENT		35	
EMS/EMT MEDICAL ASSISTANCE			
EMS/EMT TRANSPORT TO HOSPITAL			
EMS/EMT PEDESTRIAN			
EMS/EMT STANDBY			385

FIRE INSPECTIONS	Previous Month	Month	YTD
TOTAL NUMBER OF FIRE INSPECTIONS		7	
COMMERICIAL BUILDING INSPECTIONS		6	
RESIDENTIAL INSPECTIONS		1	
REINSPECTIONS – ALL		1	
PLAN REVIEWS		3	

Craig A. Bronaugh Jr.

AUGUST 2024

VILLAGE MANAGERS REPORT

September 10, 2024

IT MATTERS - UPDATE

As previously reported, we are entering the last phase of scheduled IT improvements and implementation. Please see the following list of improvements and implementations that will be scheduled in the next 30 to 60 days. Updates provided.

- Microsoft One Drive Implementation – Impact is coordinating implementation with Marvin. All village email accounts to be upgraded. Implementation will be scheduled within 2-3 weeks. UPDATE – THIS IS COMPLETE
- Multi Factor Authentication (MFA) – final implementation of MFA will occur within the next 30 days. Staff testing of DUO MFA devices started on Friday March 15th. Full implementation will begin the week of March 25th. Mostly complete – final issues in process of resolving. UPDATE-THIS IS COMPLETE
- Umbrella Security Policy – internet security controls and restrictions. Access to certain websites will be restricted based on best practices. Important department websites have been considered and will remain open as needed. This policy and the restricted websites can be adjusted if needed. UPDATE – IN PROGRESS AND BEING TESTED.
- Village call tree/auto attendant service continues to be monitored and updated as needed. UPDATE – IT MADE SOME CHANGES TO ATTENDANT SERVICE
- Sequel server and license installation. Agenda item for approval of change order. Implementation mid-April. UPDATE – IT IS LOOKING FOR A SOLUTION THAT IS CLOUD BASED

Other IT related work that remains to be completed, or is ongoing, includes:

- Caselle department training and full implementation across all departments. This is ongoing. Building and Code continues to work with Caselle on customizing their software to our needs. Public Works training will be scheduled soon. UPDATE – WORKING WITH CASSELLE TO BRING CASSELLE TO PUBLIC WORKS.
- My Civic updates and cleanup – LaSondra is working closely with each department to close out all outstanding 2023 My Civic inquiries as well as addressing new matters. UPDATE – MOST OF THE OUTSTANDING ISSUES HAVE BEEN ADDRESSED
- Research Police Department body worn and in-car camera systems with regards to improved technology and storage capabilities. UPDATE – THIS IS COMPLETED
- IT inventory – Impact will assist Marvin and Village administration with creating an IT inventory of all equipment as well as establishing an IT replacement program. UPDATE – IN PROGRESS WITH IMPACT.

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.

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 - UPDATE

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 that date back many years. Final invoices and past due accounts will be turned over to KTJ for resolution with AT&T. This matter will take time to resolve. Staff, along with KTJ, will monitor and work on a resolution. Update – final invoices have been received and have been forwarded to KTJ for review. KTJ has assigned an attorney to handle this matter. IN PROGRESS - NOTHING NEW TO REPORT.

FIRE FIGHTERS' UNION AGREEMENT – GRIEVANCES - UPDATE

Contract negotiations are expected to start up soon, hopefully in the upcoming weeks. In an effort to keep negotiations moving forward, the village will submit revised contract terms to the union for their consideration prior to April 2nd. With regards to grievances, most of the outstanding grievances have been resolved and /or are actively being worked on. A couple remains open. Depending on certain outcomes, some grievances and/or union negotiation matters may advance to arbitration. All efforts will be taken to find reasonable compromises to our differences so that a contract can be agreed to, and grievances resolved. UPDATE - WE ARE VERY CLOSE ON AN AGREEMENT

OTHER UNION NEGOTIATIONS - PUBLIC WORKS TEAMSTERS, PD SERGEANTS, AND PATROL OFFICERS

Union negotiations for the three mentioned unions are in progress or will be shortly. We are actively working with the PD Sergeants on a new contract and expect to reach agreement very soon. This should be ready to be presented to the Village Board for approval in May. The Public Works Teamsters union agreement is set to expire in early 2024. Negotiations started but have come to a halt. No reason was provided. Negotiations should begin shortly. Negotiations on the patrol officer's agreement will begin shortly. We are waiting on the union attorney for available dates. More information to follow. ONGOING

MAPS JR. GRANT - UPDATE

The grant period has ended. Final expenses are being compiled, reconciled, and submitted for payment/reimbursement. Any program expenses (over/under) will be addressed during this process. The program managers, coordinators, and/or supervisors are working on the submittals required by the Finance Department.

Reconciliation of the grant funds and final DOJ reporting will follow. The mayor's office, along with community engagement staff has managed the grant program and they will work with PD and Finance to submit the closeout reports.

VILLAGE AUDITS – TIF REPORTS

As previously reported, the 2020/2021 audit was presented to the Fiscal Accountability Committee on Tuesday September 18th and approved by the village board on October 10th.

The Finance Department and Baker Tilly are nearing completion of the 2021/2022 audit. The 2021/2022 audit will be on the Finance Committee Agenda for initial discussion on March 20th. It is expected that the audit will be on the May/June village board agenda for approval.

Work has begun on the 2022/2023 audit with Baker Tilly. We have spoken with our Baker Tilly account representative regarding an accelerated schedule to completion. A fall timeframe for completion of the 2022/2023 audit was agreed. Additionally, Baker Tilly agreed to completing the 2023/2024 audit within the required state timeline.

In conjunction with our annual audits, TIF reports are being prepared for submittal. TIF reports from 2020/2021 will be submitted in May followed by the reports for 2021/2022.

COOK COUNTY/ELEVATE LEAD SERVICE LINE REPLACEMENT PROGRAM – LEAD LINE INSPECTION AND LOCATE GRANT

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 Lead Line inspection program has been implemented. The goal of the program is to inspect ~100 homes randomly selected throughout the village. To date, 16 homes have been inspected showing 7 properties with lead line exposure. Advanced efforts have been made to reach our goal of 100 homes to be inspected, including additional mailings, website notification, and newsletter outreach. M.E. Simpson will continue the inspection process. More results to follow.

BUILD UP COOK PROGRAM

The mayor's office along with staff have been working with representatives of Build Up Cook on funding opportunities for various needs throughout the village. Funding for this program will come from county ARPA proceeds. Build Up Cook has recently advised us of project funding that has been approved for Maywood. Projects that will receive funding include replacement of PD boiler system, water pump house generator replacement, and funding for improvements to the Ceasefire building. Additional documentation will follow.

2024/2025 BUDGET PREPARATIONS - UPDATE

As you know, the 2024/2025 annual budget is on the upcoming April agenda for approval. The budget was presented to the Finance Committee for review on March 20th. This year's budget, including ARPA funding, addresses many needs of the village. A great deal of effort went into the preparation of the budget for this upcoming year. Thanks go out to Finance Director Satchell and all the department heads for diligently working on their budgets and focusing on operations and future needs of the village. UPDATE – THIS IS COMPLETED AND MAKING SURE DIRECTORS ARE ADHEARING TO THEIR BUDGETS

RFQ – FOR ELECTRICAL, TRAFFIC LIGHTS, STREETLIGHTS, AND RELATED LOCATE SERVICES

The Villages of Broadview, Bellwood and Maywood will be issuing a joint Request for Qualifications (RFQ) for various municipal services related to village electrical services including traffic lights, streetlights and locate services. It has been many years since Maywood took this initiative. Teaming up with our neighbor communities (Broadview and Bellwood) is advantageous to Maywood and may help in providing lower and more stable pricing.

The RFQ will be going out in the next few weeks. Once we receive the submittals, we will evaluate the results and present them to the infrastructure committee for further review and/or recommendation. If acceptable, we will then enter into a mutually agreeable IGA with Broadview and Bellwood for acceptance and implementation. More information to follow.

MEMO

ACCUTRON SYSTEMS, INC.

To: Frank Torres

From: Marvin Savage

Date: 09/04/24

Re: Document Management

COMMENTS: After working with Proven IT and the Village Clerk's office to complete phase I of the project. We are now prepared to move into phase II of the project which will start with the Human Resources Department followed by the following departments:

Code Enforcement
Community Development
Public Works
Police
Fire Department
Community Engagement

Proven IT
18450 Crossing Drive
Tinley Park, IL 60487
p: 708.614.1770
provenIT.com

Scope of Work
Scanning Services

Date: 5-21-2024
Solutions Provider: Proven IT
Client: Village of Maywood
Project: Scanning Services

Project Summary

Proven IT will partner with the client to convert paper records to digital TIFF files with associated metadata. (3) Indexed metadata fields will be tagged to (1) document type unless otherwise specified in the "Pricing and Included Items" section below. Files will be prepared by the client for transfer in standard banker boxes (12.5" W x 15.5" D x 10.5" H) unless otherwise agreed upon in the written contract. Boxes will be loaded onto pallets and transferred to Proven IT's Tinley Park facility for processing. Upon completion, the files will be delivered to the client in the format agreed upon as outlined below in the "Pricing and Included Items" section. Users will be trained for access and navigation if opted for a Cloud software solution.

Scope Description:

- File Pick Up
  - Clients will prepare the boxes and label with any specific identifiers
  - Proven IT Project Managers will coordinate the scheduling for file pick up
  - Upon arrival for pick up, boxes will be tagged with Proven IT's unique tracking labels
  - A Proven IT representative will review the Client Pick Up Agreement and have the client contact sign for authorization
  - The Proven team will wrap the boxes of files on pallets and load them onto the truck for transport
- File Prep
  - A Scanning Team member will select a box to audit
  - All staples, paperclips, sticky notes, bindings, and other non-scannable obstructions will be removed
  - If additional effort is required due to excessive staples/prep needs, additional charges may apply if not previously addressed in the "Pricing and Included Items" section below
- Scanning
  - Files will be scanned as a single document separated by sub-folder of the box
  - Standard scan quality is 300dpi Grayscale TIFF
    - *Requests for color scans may impact storage requirements for delivery method*
  - Scanned documents will be returned to the box they were removed from
  - Upon completion the box will be labeled with a completed scanning label, initialed, and dated by the scanner operator

- Indexing
  - Files will be audited for indexing based on the document type and/or template fields included in the contract
  - Each file will be tagged with the corresponding metadata
    - 3 fields unless otherwise specific in the "Pricing and Included Items" section below
    - Client must provide the list of fields
    - Field values must be present on the document and able to be located with reasonable effort for manual indexing
      - i.e., Data will be present on the first page of the document unless otherwise selected in the "Pricing and Included Items" section below
  - Upon completion files will be delivered in the medium determined by the client:
    - Client provided external hard drive
      - Must be large enough to house completed documents
    - Client provided FTP site
- Project Delivery
  - The client will authorize closing the project and acknowledge any additional requests to be treated as a change order or additional projects with new budgets for services
- File Return
  - A Project Manager will schedule the return of the files with the client contact
  - The Proven team will wrap the boxes of files on pallets and load them onto the truck for transport
  - The Proven team will deliver the files to the loading zone at the client location and complete transfer to the client. The client will transport files from the loading zone to the desired location.
- File Destruction
  - Must be present in the "Pricing and Included Items" section
  - Client is responsible for processing an application for destruction with the necessary agencies if applicable for protected filetypes

Client Responsibilities:

- Files must be free of mold or hazardous substances for transfer and scanning
- Any requested samples must be provided prior to work starting/resuming
- Any changes requested after contract signing/acceptance require review and documentation and may result in additional charges
- Allow up to 48 hours (during business hours Monday – Friday 8:00am – 5:00pm excluding holidays) for electronic delivery of requested files while paper records are in Proven IT's possession. An authorized client team member must email their assigned Project Manager with the necessary information to locate the file and will receive the requested document via encrypted email unless an alternative solution is agreed upon by Proven IT and the client organization.
- Upon project completion, clients will be allowed (1) month of storage for completed files before return or destruction (requires additional Document Destruction included in the contract). If the client does not allow us to return or destroy the files within (1) month, they will agree to be invoiced monthly at a rate of $50 per box for long term storage.

Pick Up Agreement:

- Files must be free of mold or hazardous substances to be transferred and scanned
- Only document types agreed upon at the start of the project will be scanned and indexed
    - Additional document types can be purchased at an additional charge
- Any unopened US Mail will remain unopened, in most cases envelopes can be scanned but contents will remain sealed
- Booklet format documents will need to be cut in order to be scanned
- Coil bound or Spiral bound documents will have their bindings removed for scanning
- Receipt paper documents (if present) will be taped to the proceeding document for scanning
- All staples and paperclips will be removed for scanning
- Post-it Notes will be removed unless requested to be scanned with the associated document
- Files will be returned to their original box after being scanned
- Proven IT Project Managers will coordinate with the client for return or destruction of the files upon phase/project completion

Proven IT
18450 Crossing Drive
Tinley Park, IL 60487
p: 708.614.1770
provenIT.com

Pricing and Included Items

Style	Count
	100
	20
	38
Total Count	**158**
Box Volume	**282**
Total Price	**$80,370**
Minimum Number of Weeks:	35
Pick Up/Drop Off	Yes
Prep and Scan Service	Yes
Index Fields	Up to 6
Document Destruction	No
Metadata on 1st Page	Yes

*** Includes 2 on-site training sessions for up to 2 hours each***

****50% due prior to project start, 50% due at completion****

Proven IT
18450 Crossing Drive
Tinley Park, IL 60487
p: 708.614.1770
provenIT.com

Authorizations

SP	CLIENT
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

VILLAGE OF MAYWOOD
INTERDEPARTMENTAL MEMORANDUM

To: Frank Torres, Village Manager

From: Greg Buchanan, Public Works Director

Subject: Acceptance of Proposal & Approval of Payment to Gino's Heating & Plumbing, Inc.

Date: September 3, 2024

Over the past several months we have had various water main breaks. This has created a substantial number of locations that require restoration for an extended period. We are currently in the process of repairing some of the locations. Gino's Heating & Plumbing Inc. have submitted a proposal to restore 10 of the sites that require restoration.

It is my recommendation to accept the proposal & approve payment to Gino's Heating & Plumbing, Inc. in the amount of $64,784.00. Funding is available under budget line item # 41-52-53400.

Gino's Heating & Plumbing, Inc.
2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840 gmarincus@gmail.com
Fax # 708-223-8992

Job Proposal

Date
8/25/2024

Name / Address
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Qty	Total
EMERGENCY STREET REHABILITATION AT 10 LOCATIONS: 1. MADISON JUST EAST OF 9TH AVENUE (10' X 12' X 8") 2. 9TH AVENUE SOUTH OF MADISON (10' X 7' X 8") 3. 9TH AVENUE SOUTH OF MADISON (19' X 9' X 8") 4. 4TH AVENUE NORTH OF WASHINGTON (12' X 8' X 8") 5. 2ND AVENUE NORTH OF MAPLE (13' X 14' X 8") 6. 5TH AVENUE NORTH OF LEXINGTON (10' X 17' X 8") - TWO (2) STEEL PLATES REQUIRED (12' X 10') 7. 9TH AVENUE NORTH OF ROOSEVELT (13' X 8' X 8") 8. 9TH AVENUE SOUTH OF FILMORE (13' X 10' X 8") 9. 9TH AVENUE NORTH OF FILMORE (9' X 13' X 8")		
	Total	

Gino's Heating & Plumbing, Inc.
2840 S 12th Ave.
Broadview, IL 60155

Phone # 708-681-2840 gmarincus@gmail.com
Fax # 708-223-8992

Job Proposal

Date
8/25/2024

Name / Address
Village of Maywood 40 Madison Street Maywood, IL 60153

Description	Qty	Total
10. 14TH AVENUE SOUTH OF WASHINGTON (20' X 11' X 8") - TWO (2) STEEL PLATES REQUIRED (12' X 10') 1. SAW CUT OPENS 2. BREAK PAVEMENT AROUND THE OPENINGS 3. DIG AND PREP FOR CONCRETE 4. USE STREET PLATE COMPACTOR TO TEMP GRAVEL INTO PLACE 5. POUR 8" OF CONCRETE (HIGHWAY PATCH 2.0) 6. FINISH CONCRETE 7. SAFETY BARRICADE AREAS OVERNIGHT 8. STEEL PLATE AREAS AS NEEDED (AS LISTED ABOVE) 9. HAUL AWAY SPOILS IN DUMPSITES 10. CLEAN UP LABOR AND MATERIALS		64,784.00

$64,784.00

RECOMMENDED TO BE PAID
DATE: 9/3/24
DEPT HEAD: [signature]
EXPENSE ACCT: 41-52-53400
PO#

	Total	$64,784.00

VILLAGE OF MAYWOOD
INTERDEPARTMENTAL MEMORANDUM

To: Frank Torres, Village Manager

From: Greg Buchanan, Public Works Director GB

Subject: Approval of Payment to Gino's Heating & Plumbing, Inc.

Date: August 26, 2024

On Saturday, August 17th an emergency water main break occurred on 2nd Avenue & Washington Boulevard near the Garden House. Gino's Heating & Plumbing were called to repair the emergency water main break.

It is my recommendation to approve payment to Gino's Heating & Plumbing, Inc. in the amount of $11,707.80. Funding is available under budget line item # 41-52-53400.

Invoice

Gino's Heating & Plumbing, Inc.
2840 S 12th Ave.
Broadview, IL 60155

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

Date	Invoice #
8/17/2024	11409

Bill To

Village of Maywood
40 Madison Street
Maywood, IL 60153

Description	Amount
EMERGENCY WATER MAIN BREAK REPAIR AT 2ND AVENUE & WASHINGTON 1. RESPOND TO EMERGENCY WATER MAIN BREAK AT 11 PM 2. SHUT OF WATER VALVES 3. MOBILIZE CREW 4. SECURE AREA WITH SAFETY BARRICADES 5. SAW CUT STREET 6. HYDRAULIC BREAK PAVEMENT IN ORDER TO REMOVE 7. DIG IN ORDER TO EXPOSE BROKEN WATER MAIN 8. PREP WATER MAIN FOR REPAIR 9. INSTALL STAINLESS STEEL REPAIR SLEEVE 10. TURN ON WATER TO TEST FOR LEAKS 11. BACKFILL AREA WITH COMPACTIBLE GRAVEL 12. TEMP GRAVEL IN PLACE 19. HAUL AWAY DIRT AND CLEAN-UP	
OVERTIME LABOR	8,231.70
SPOIL REMOVAL (1 LOAD)	800.00
GRAVEL (1 LOAD)	640.00
EQUIPMENT : EXCAVATOR, SKIDSTEER, FRONT-END LOADER, HYDRAULIC BREAKER, AIR COMPRESSOR WITH JACK HAMMER, GENERATOR, 2" TRASH PUMP, TENCH PUMP, COMPACTOR, STREET SAW, SAFETY EQUIPMENT AND JOB SPECIFIC MATERIALS	1,896.10
	Total

Invoice

Gino's Heating & Plumbing, Inc.
2840 S 12th Ave.
Broadview, IL 60155

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

Date	Invoice #
8/17/2024	11409

Bill To

Village of Maywood
40 Madison Street
Maywood, IL 60153

Description	Amount
DIESEL FUEL	140.00

RECOMMENDED TO BE PAID $11,707.80
DATE: 8/28/24
DEPT HEAD: [signature] ✓
EXPENSE ACCT: 41-52-53400
PO# _____

	Total	$11,707.80

Village of
MAYWOOD
POLICE DEPARTMENT
125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

August 26, 2024

To: Frank Torres
Village Manager

From: Elijah Willis
Chief of Police

Proposal: At-Risk Resident Recognition Program

Sir,

The Maywood Police Department is steadfast in its commitment to maintaining the safety and security of our community through effective partnerships and innovative programming. In line with this mission, the department would like to propose the implementation of a special initiative known as the **At-Risk Resident Recognition Program**.

This program is designed specifically to assist residents with intellectual and/or developmental disabilities by providing critical information to officers and dispatchers. The At-Risk Resident Recognition Program has been adopted from other local area police departments where it has proven highly effective. It not only ensures that our officers and dispatchers are well-informed about residents with special needs but also fosters more positive interactions between the police and these residents before any emergency situation or call for service arises.

If approved, this program is ready for immediate implementation. The necessary materials for this initiative have already been procured, ensuring a smooth and timely rollout. Carmen Rivera, our MPD Community Liaison Relations Officer, will serve as the point of contact and oversee the program's implementation.

We believe that this program will significantly enhance our ability to serve and protect our community, particularly our residents who require special considerations. We respectfully request that the Public Safety Committee and the Committee of the Whole review and discuss this proposal for approval.

Thank you for your attention to this important initiative.

Maywood Police Department

At-Risk Resident Recognition Program Proposal

Community Resource Liaison – Carmen Rivera
Maywood Police Department

Revised: 8/23/2024
CRL.CA-CCR

Goal:

The Maywood Police Department is devoted to maintaining the safety and security of citizens within the community through partnerships and special programming. Therefore, the department would like to propose and if approved implement, a special program called the ***At-Risk Resident Recognition Program*** to specifically assist residents with intellectual and/or developmental disabilities.

The At-Risk Resident Recognition program was adopted from local area police departments and has proven effective to not only inform officers and dispatchers of critical information pertaining to residents with special needs, it has also led to more positive interactions prior to an emergency situation or call for service.

Process and Implementation:

The program is set up to utilize an enrollment form, "At-Risk Recognition Program Enrollment Form" that can be accessed online or via hard copy. The form is completed by the parent or guardian of the resident with special needs and then entered into the CAD system. Once entered, MPD Officers and IKE dispatchers are alerted to special needs individuals at a specific location, as well as other factors, prior to any contact. The forms contain the necessary information for first responders, such as medical conditions, communication ability, and sensory issues and allows the officers to utilize appropriate training when encountering a registered participant. Officers are then prepared to proceed and plan for a positive outcome during interactions.

The program also offers residents the ability to place decals on their vehicles, and or at a visible location of their residence. The decal is used to inform any and all first responders who may respond to a call at the location, or upon a vehicle that there may be a person present who may need special assistance or has special needs.

Implementation:

The Maywood Police Department will set forth information about the program at the Maywood Village of Trustees during the public meeting on September 10, 2024.

At the meeting, a brief presentation of how the program will be implemented in the Village to assist family members during interactions with first responders in advance of an actual critical incident. Chief Willis and CRL Rivera will also be available to answer questions and assist with filling out the forms for the program.

Upon registration, there will also be an opportunity to photograph the participant to accompany the record. The photo will only be used to assist officers when making calls, to identify a program participant's special needs information at a location.

For residents unable to attend the event, downloadable forms will be available online, or at the Maywood Police Department.

For the program to be successful, the Maywood Police Department is also committed to training officers in Critical Intervention which provides them with the best tools when encountering residents in crisis.

The program is free to participate in, and voluntary. Also, removal from the program can be done at any time by written request of the parent or guardian of the participant.

Promotion:

Promotion of the At- Risk Resident Recognition Program will be conducted using the following utilities available:

- Village website (PD page?)
- All social media pages
- Hard copy flyers available at Village Hall, and at the Village Board of Trustees meetings.
- Electronic boards (Village Hall & PD)

Summary Description (for website and social):

The Village of Maywood Police Department is devoted to maintaining the safety and security of citizens in the community through a partnership with those citizens. With this mission in mind, the Maywood Police Department's At-Risk Resident Recognition Program assists individuals with intellectual and/or developmental disabilities. The program's purpose is to enable officers and dispatchers to have critical information at their fingertips pertaining to residents with special needs. Its goal is to foster positive interactions with these residents before an emergency situation or call for service.

The At-Risk Resident Recognition Program Enrollment Form must be filled out by the parents or guardians of residents with special needs. Submitted forms are entered into our CAD database to alert officers and dispatchers of possible contact with residents. The forms contain helpful information for first responders such as medical conditions, communication ability, and sensory issues. This allows our officers to utilize their training to have the most positive outcome during the interaction.

Residents who sign up for the program will be provided a magnet to display on their vehicles and a placard for display at the front door of their residences to assist all first responders and notify them that there may be an individual present who needs special assistance.

Participation in the program is entirely voluntary, and residents can opt-out at any time. The department encourages every member of the community to feel empowered and supported in their decision to participate.

Enrolling is simple and ***FREE***! You have multiple options: submit an online form, download the PDF and email it to us, or drop off the completed PDF at the police station. Alternatively, you can pick up an application at the police station.

Thank you for your participation and commitment to creating a community where every individual's needs are recognized and respected. Together, let's build a community where everyone feels valued, supported, and understood.

DOWNLOADABLE REGISTRATION FORM

WINDOW PLACARD

VEHICLE MAGNET

Cost:

Window placards and magnets: $296.50

Training Brief Notification: At-Risk Resident Recognition Program

Subject: Implementation of the At-Risk Resident Recognition Program

Purpose: This notification outlines the procedures and responsibilities for Maywood Police Department officers when they are notified or requested to assist residents enrolled in the At-Risk Resident Recognition Program.

Overview:

The Maywood Police Department is introducing the At-Risk Resident Recognition Program to better serve our residents with intellectual and/or developmental disabilities. This program provides critical information to officers and dispatchers, ensuring that interactions with at-risk residents are handled with the utmost care and understanding.

Key Objectives:

1. **Enhance Officer Awareness:** Officers will receive information about at-risk residents, enabling them to approach situations with greater awareness and sensitivity.
2. **Foster Positive Interactions:** By being informed about specific needs, officers can interact more effectively with at-risk residents, ensuring their safety and well-being.
3. **Improve Response:** The program aims to improve the response to emergency situations involving at-risk residents by providing officers with essential background information.

Program Details:

1. **Notification Process:**
    - When an at-risk resident requires assistance, dispatch will notify the responding officers with relevant information from the At-Risk Resident Recognition Program database.
    - Information may include details about the resident's condition, communication preferences, and specific actions that may help in de-escalating situations.
2. **Officer Responsibilities:**
    - **Review Information:** Prior to arriving on the scene, review the information provided by dispatch.
    - **Approach with Caution and Empathy:** Understand that the resident may have special needs that require a more thoughtful approach.

- **Communication:** Use the communication techniques provided in the program training to engage effectively with the resident.
- **Documentation:** After the interaction, document the encounter thoroughly, noting any important details that could be helpful for future interactions.

3. **Training:**
   - Officers will undergo a training session on the At-Risk Resident Recognition Program, which will cover how to handle situations involving at-risk residents, communication strategies, and de-escalation techniques.

Implementation:

- The program is set to begin immediately following approval. All officers are required to attend the training session and familiarize themselves with the program materials.
- Carmen Rivera, the MPD Community Liaison Relations Officer, will be available for any questions and will oversee the program's implementation.

Action Required:

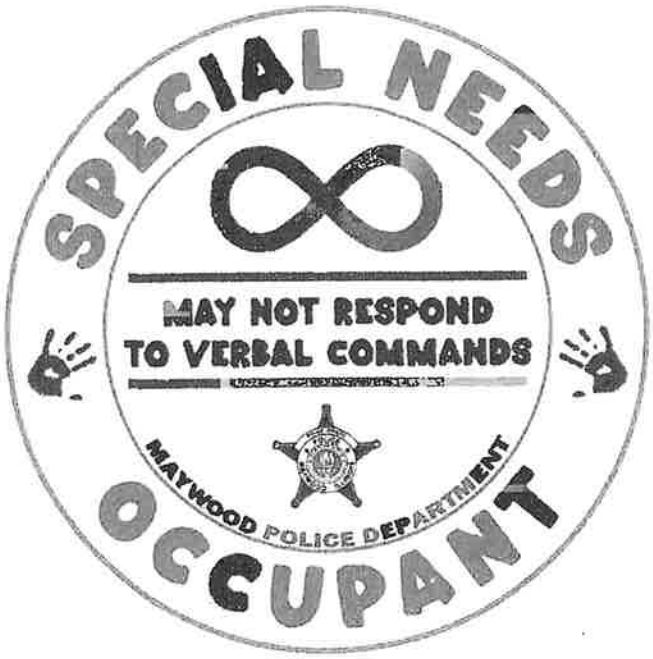
- **Attend Mandatory Training:** Ensure participation in the training session for the At-Risk Resident Recognition Program.
- **Familiarize Yourself with the Program:** Review all materials provided during the training and ensure understanding of procedures.
- **Ongoing Communication:** Stay updated on any new information or updates related to the program.

Conclusion: The At-Risk Resident Recognition Program is a vital initiative aimed at enhancing the safety and well-being of our community's most vulnerable residents. Your participation and adherence to the procedures outlined are crucial to the program's success.

Thank you for your dedication to the safety and security of our community.

Elijah Willis
Chief of Police
Maywood Police Department

SPECIAL NEEDS OCCUPANT
MAY NOT RESPOND
TO VERBAL COMMANDS
MAYWOOD POLICE DEPARTMENT


SPECIAL NEEDS
MAY NOT RESPOND
TO VERBAL COMMANDS
MAYWOOD POLICE DEPARTMENT
OCCUPANT

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane
Westmont, Illinois 60559
www.ktjlaw.com

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **September 4, 2024**
RE: **Renewal of Part-Time Independent Contractor 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 Village Manager Frank Torres, I have enclosed the following documents for consideration, discussion and action at an upcoming Combined Committee of the Whole Meeting / Village Board Meeting:

> 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), with the Agreement attached as Exhibit "1"

With the resignation of John West, Paul Dowd was hired as a part-time independent contractor working on an "at-will" basis to serve as and perform the duties of the Village of Maywood's ("Village") 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. Mr. Dowd has worked for the Village in this capacity since October 2023 and the enclosed Agreement continues this at-will arrangement, which can be terminated at any time for any reason by either party. The compensation payable to Mr. Dowd performing the Services under the enclosed Agreement is set at $85.00 per hour.

If you have any questions, please advise.

Mike

Enclosures
cc. Tori-Love Garron, Village Clerk (w/ encls.)
Frank Torres, 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-2024- _____

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, with the approval of Resolution No. R-2023-51 on October 10, 2023 and Resolution No. R-2024-12 on April 15, 2024, the Village and Paul Dowd have entered into similar Independent Contractor Agreements for Mr. Dowd to provide Certified, Responsible Water Operator In Charge Services to assist the Public Works and Water Department on a part-time basis; 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 $85.00 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 September, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of September, 2024, 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)

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 September, 2024, 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)); and

WHEREAS, to comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Agreement, the Village shall submit the Consultant's name and required information to Illinois Department of Employment Security.

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	$85.00 per hour
Term and Service Completion Date	Subject to termination per Section 6.C. below

B. Representations of Consultant. The Consultant represents that he 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 "1"** **("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 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 Labors 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, polices 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 "1"**.

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 "1"** 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

BY:_____
Nathaniel George Booker
Village President

Date: _____, 2024

ATTEST:_____
Tori-Love Garron
Village Clerk

Date: _____, 2024

CONSULTANT: Paul Dowd

BY: _____
Name: Paul Dowd

Date: _____, 2024

ATTEST: _____
Name:_____
Witness

Date: _____, 2024

Exhibit "1"

Scope of Services

CERTIFIED, RESPONSIBLE WATER OPERATOR IN CHARGE

Duties include, but are not limited to: SEE ATTACHED "SCOPE OF SERVICES" (the "Services").

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-2024-_____

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 September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

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 10th day of September, 2024.

_____
Tori-Love Garron, Village Clerk

[SEAL]

MEMO

To: Village Manager Jim Krischke

From: Walter Duncan Building & Code

CC:

Date: ~~06/06/2023~~ 9/10/2024

Re: Bid proposal for phase (2) alley improvements for board consideration.

Hello Village Manager,

Please find the attached proposal for completion of phase (2) alley improvements. The proposed work in phase (2) will consist of clean up of overgrown vegetation, placement of weed control matt and installation of river rock along alley way shoulders to promote proper drainage at all areas where new pavement was placed. This work will be performed by Premium Contractor Services, INC for the amount of $72,000.00 this amount includes all material and labor required to complete improvements.

Thank you.

Premium COntractor Services Inc.
6814 W Archer Ave. Suite 106
Chicago, IL 60638
+18722785480
contact@premiumcsi.com

PREMIUM
CONTRACTOR SERVICES, INC.

ADDRESS
Frank Torres
Village of Maywood
40 Madison Street
Maywood, IL 60153

SHIP TO
Frank Torres
Village of Maywood
40 Madison Street
Maywood, IL 60153

Estimate 1221

DATE 08/26/2024

P.O. NUMBER
Alleys

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	26 Landscaping & Paving	place river rock on shoulders of alleys various locations	1	72,000.00	72,000.00

https://swipesimple.com/links/lnk_8714dc61

TOTAL $72,000.00

Accepted By

Accepted Date

Village of
MAYWOOD
POLICE DEPARTMENT
125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

August 15, 2024

To: Frank Torres
Village Manager

From: Elijah Willis
Chief of Police

Proposal: Security detail for Maywood Fest

Sir,

I am writing to propose the utilization of two security companies, Airtight Security and Illinois Special Patrol, to provide unarmed security services for the upcoming Maywood Fest. The total cost for these services is $23,440, with Airtight Security providing 20 officers at a cost of $17,280 and Illinois Special Patrol providing 10 officers at a cost of $6,160. The combined effort of these two companies will ensure the presence of 30 unarmed security officers throughout the event.

In addition to the professional security services, the Maywood Police Department (MPD) will also be collaborating with volunteers from Proviso Missionary Baptist Church (Pastor Harrell) known as the Peacekeepers. We anticipate having 15-20 Peacekeepers per day to assist with the teen event and the carnival area. MPD has agreed to provide food and water for the Peacekeepers as a token of appreciation for their assistance.

To support the costs associated with the security detail, MPD has requested a cost-sharing arrangement with the Mayor's Office, proposing that they cover half of the total amount, which is $11,720. Both Airtight Security and Illinois Special Patrol have been thoroughly vetted, and we are confident in their ability to meet the security needs of the Village during Maywood Fest.

Funding for this security detail will be sourced from the MPD's asset forfeiture accounts, which is allowed under the guidelines for law enforcement purposes as outlined in the 2024 Guide to Equitable Sharing manual, section (a). The delayed submission of this proposal is due to difficulties in securing commitments from various security companies, many of which are already contracted with other municipalities and vendors at this time.

Attached to this proposal are the MPD assets bank statement (Federal 1505) and the invoices from the security vendors. We believe that the combination of professional security services and community volunteer efforts will help ensure a safe and successful event.

Thank you for your consideration of this proposal. Should you have any questions or require further information, please do not hesitate to contact me.

SERVICE CONTRACT

I. The Parties. This Service Contract ("Agreement") made August 19 2024 ("Effective Date"), is by and between:

Service Provider: Illinois Special Patrol llc , with a mailing address of Po Box 242 , Maywood , Illinois, 60153 ("Service Provider"),

AND

Client: Maywood Police Department , with a mailing address of 125 S 5th Ave, Maywood, Illinois, 60153 ("Client").

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on September 8 2024 and terminate on September 9 2024.

III. The Service. The Service Provider agrees to provide the following: Security Service for the Maywood Festival 2024.

Hereinafter known as the "Service".

Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the at the Client's mailing address mentioned in Section I.

IV. Payment Amount. The Client agrees to pay the Service Provider $6,160.00 as a flat fee for performing the Service to the Client.

Hereinafter known as the "Payment Amount".

V. Payment Method. The Client shall pay the Payment Amount Open for discussion.

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

VI. Retainer. The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in

the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XVI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XVII. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVIII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Illinois.

XIX. Severability. 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.

XX. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ Date _____

Print Name _____

Service Provider's Signature _____ Date _____

Print Name _____

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mitchell A. Dates

2 Business name/disregarded entity name, if different from above.

Illinois Special Patrol llc

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Po Box 242

Requester's name and address (optional)

6 City, state, and ZIP code

Maywood, Ill 60153

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	2	9	9	9	2	2	3

Part II Certification

Under penalties of perjury, 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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are ... gn the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Verified by Certifier 08/15/2024

Sign Here **Signature of U.S. person** *Mitchell A. Dates* **Date** 08/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Quote/Invoice

Quote #	
Date:	
Company:	
Address:	
Contact:	
Phone:	
Email:	

Credit Card Authorization

Credit Card #:	
Name on Card:	
Exp. Date:	
Security Code:	
Street Address:	
City, State:	
Zip:	

Airtight Security, LLC
829 N. Elmwood Drive
Aurora, Il 60506
Phone: (630)264-3271
Website:
www.airtightsecuritypro.com

Item	Description	Quantity	Unit Price	Amount
	September 6th 2024 unarmed security officer 5:00pm-10:00pm	20	$36.00	$3,600.00
	September 7th 2024 unarmed security officer 12:00pm-10:pm	20	$36.00	$7,200.00
	September 8th 2024 unarmed security officer 12:00pm-9pm	20	$36.00	$6,480.00
			Total	**$17,280.00**

AGREEMENT FOR SECURITY SERVICE

This Agreement for Professional Security Services (the "Agreement"), effective 08-0702024, is by and between Airtight Security a domestic business corporation licensed as Airtight Security LLC, (License # 122001230), with its principal office at 829 North Elmwood Drive, Aurora, Illinois 60506_ (hereinafter "Airtight Security"), and Maywood Police Department 125 S 5th Ave, Maywood, IL ("hereinafter Client"). In consideration of the mutual covenants set forth herein and intending to be legally bound, the parties agree as follows:

1. SERVICES 1 (a) Services to Client: Airtight Security shall provide the following ("Services") to Client only:
The protection of the client's property or life (strike one if it does not apply) within the established area(s) listed in the task order attached hereto and made a part hereof this agreement, not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached Task Order. The terms "protection of property", or "Protection of Life" shall in no way be construed to suggest that Airtight Security is responsible for incidents that occur, which upon acting in good faith, our security guard or sub-contractor performs his or her duties as outlined in this contract and according to Airtight Security General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that Airtight Security is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. Airtight Security employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it. Nothing shall be construed to suggest that Airtight Security, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement. **1 (b)** The terms "protection of property" shall include the listed property in the Task Order. The duties of the Airtight Security Guard or regarding the protection of life and or property include and are limited to providing a visible deterrent for crimes against the client or the client's property, which include Providing safety and well-being of all attendees. The terms are limited to the client and or property of the client, so long as the property and client are located within the geographical area listed in the Task Order during contractually agreed hours.

2. PAYMENT AND INVOICING TERMS 2.1 Payment for Services: Airtight Security will be paid as follows: The client shall, upon receiving an invoice from Airtight Security, make payments in the agreed manner by check, payable to Airtight Security. Airtight Security will bill the client at a rate of $36.00 hour per security officer for work actually completed as agreed by the client and Airtight Security. **(a)** Invoice will be submitted via email by Airtight Security for payment by Client. Payment is due upon receipt. If Client has any valid reason for disputing any portion of an invoice, Client will so notify Airtight Security within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the invoice that is not in dispute shall be paid in accordance with the procedures set forth herein

3. CHANGES. Client may, with the approval of Airtight Security, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or Airtight Security may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by Airtight Security in writing.

4. MISCELLANEOUS 4.1 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Airtight Security respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by request of the client and agreement by Airtight Security. Such service or services shall be deemed to be consistent with the warranties established herein; Articles 2, 3 and 4 survive the expiration or termination of this agreement for any reason. **4.2** Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances. **4.3** Independent Contractor: Airtight Security is an independent contractor of Client. **4.4** Assignment: The Agreement is not assignable or transferable by Client, except as agreed by both parties in writing. **4.5** Non-solicitation of Employees: During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ Airtight Security personnel, without the prior written consent of Airtight Security. **4.6** Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. **4.7** Term &Termination: This agreement shall remain in full force and effect as per the details set forth in the task order if not cancelled by the client or Airtight Security. Either party may cancel this Agreement immediately for cause. Either party may, upon 30 days prior written notice, cancel this Agreement without cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Client] By: _____ Title: **[Airtight Security] By:** _____ Title: _____

I, the undersigned, hereby give permission for Airtight Security to charge the above credit card for all purchases listed on this invoice/contract.

Signature of Credit Card Holder Above: _____ **Date:** _____

FIFTH THIRD BANK
(CHICAGO)
P.O. BOX 630900 CINCINNATI OH 45263-0900

VILLAGE OF MAYWOOD
1505 ACCOUNT
40 MADISON ST
MAYWOOD IL 60153-2323

Statement Period Date: 6/1/2024 - 6/30/2024
Account Type: COMM'L 53 ANALYZED
Account Number: 1360000434

Banking Center: Rosemont South Bc
Banking Center Phone: 847-653-2100
Commercial Client Services: 866-475-0729

Account Summary - 1360000434

06/01	**Beginning Balance**	**$52,402.26**	Number of Days in Period	30
	Checks			
	Withdrawals / Debits			
1	Deposits / Credits	$5,171.40		
06/30	**Ending Balance**	**$57,573.66**		

Deposits / Credits

1 item totaling $5,171.40

Date	Amount	Description
06/18	5,171.40	DEPOSIT

Daily Balance Summary

Date	Amount
06/18	57,573.66

RE: Request for Information

MLARS.ESProgram (CRM) <MLARS.ESProgram@usdoj.gov>
Fri 8/16/2024 7:36 AM
To:Elijah Willis <ewillis@maywood-il.gov>;MLARS.ESProgram (CRM) <MLARS.ESProgram@usdoj.gov>
Cc:treas.aca@treasury.gov <treas.aca@treasury.gov>

Good morning,

The Guide to Equitable Sharing (March 2024), Section V.B.1.f permits agencies to contract for services they are unable to perform themselves. Contracts for inherently law enforcement functions such as security, policing, and other typical law enforcement functions are not permitted.

Accordingly, contracting with a security firm to provide security at a law enforcement event is not a permissible use of Justice equitable sharing funds.

Thank you,

Equitable Sharing Program
U.S. Department of Justice
Money Laundering and Asset Recovery Section
www.justice.gov/criminal-mlars/equitable-sharing-program

From: Elijah Willis <ewillis@maywood-il.gov>
Sent: Thursday, August 15, 2024 1:58 PM
To: MLARS.ESProgram (CRM) <MLARS.ESProgram@CRM.USDOJ.GOV>
Cc: treas.aca@treasury.gov
Subject: [EXTERNAL] Request for Information

Hello,

The Village of Maywood is hosting its annual fest, scheduled for September 6-8, 2024. We are in the process of hiring an unarmed security firm to assist at the event, enhancing our law enforcement goals and mission. After reviewing the permissible usage guidelines, it is my interpretation that this use is allowed.

Chief E. Willis

Maywood Police Department

125 S 5th Ave, Maywood, IL 60153

Office: (708) 450-4471 x4460 | Mobile: (708) 243-0855

email: ewillis@maywood-il.gov

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message and are hereby notified that any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

B. Use of Shared Funds

Except as noted in this *Guide*, Program participants shall use equitably shared funds for law enforcement purposes only ("permissible uses"). If an agency is unsure whether a proposed expenditure is permissible, it should email mlars.ESProgram@usdoj.gov for Justice fund expenditures or treas.aca@treasury.gov for Treasury fund expenditures.

Agencies may use equitably shared funds for any permissible agency expenditure, and both sworn and non-sworn law enforcement personnel may use them. The fact that equitable sharing derives from property forfeited by a particular agency unit or as a result of a particular federal violation does not limit its use to purchases only for that unit or to further investigations only for that particular federal violation. If an agency wishes to support a multi-agency expenditure, such as a new payroll system or city municipal building, with a non-law enforcement agency, the law enforcement agency's costs based on its use may be calculated on a *pro rata* basis.

1. Permissible Uses

a. **Law enforcement administrative costs**—Administrative costs that further the agency's law enforcement goals or missions. Examples include recruitment and advertisement costs, agency accreditation, banking and equitable sharing account maintenance fees, or agency membership dues. Memberships and dues for an individual are impermissible. *See* Section V.B.2.d.

b. **Law enforcement training and education**—Training of agency personnel, including investigators, prosecutors, and sworn and non-sworn law enforcement personnel, in any area necessary to perform official law enforcement duties, provided that the employees' regular duties require knowledge of these topics. Examples include training and conference registration fees, tuition, speaker fees, or costs to produce training curricula on topics such as serving as a canine handler, narcotics detection, defensive tactics, criminal justice, languages, constitutional law, accounting and finance, or forensics. Agencies may not pay for training expenses of non-agency personnel. *See* Section V.B.2.i.

   Agencies may not donate or transfer funds to associations or organizations providing training.

c. **Law enforcement, public safety, and detention facilities**—Purchase, lease, or operation of law enforcement, public safety, or detention facilities used or managed by the recipient agency. Examples include the costs of leasing, furnishing, and paying utilities for law enforcement facilities.

   Treasury shared funds may also be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, regardless of the size or scope of the project. Examples include new HVAC equipment, paving projects, security fencing, paint and carpeting, or construction materials related to construction projects.

   Justice shared funds may **NOT** be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, regardless of the size or scope of the project. *See* Section V.B.2.m.

d. **Law enforcement equipment**—Costs associated with the purchase, lease, maintenance (including repairs or service agreements), or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. Examples include furniture, audio-visual equipment, office supplies, telecommunications equipment, copiers, safes, fitness equipment, computers, computer accessories and software, body armor, body-worn cameras, cloud data storage, uniforms, firearms and related equipment, ammunition, radios, cellular telephones, electronic surveillance equipment, vehicles (*e.g.*, patrol and unmarked vehicles), and animals and animal-care-related expenses.

e. **Joint law enforcement and public safety operations**—Costs associated with the purchase of multi-use equipment and operations used by both law enforcement and non-law enforcement personnel. Examples include 911 call center equipment, defibrillators, Naloxone, search and rescue boats, aircraft, and diving equipment. These expenditures are exempt from the pro-rata calculation of law-enforcement-related costs. There must be a law enforcement use; the equipment cannot be solely for non-law enforcement operations, such as fire and EMS vehicles.

f. **Contracts for services**—Costs associated with a contract for a specific service that supports or enhances law enforcement. Examples include translation and language assistance services, outsourced laboratory testing, staffing and feasibility studies, auditing of equitable sharing funds, Employee Assistance Program services, subject matter expert consultations, grant writing, or software development.

   Employment-related contracts or contracts involving inherently law enforcement functions are prohibited. Examples include hiring an attorney, investigator, or civilian personnel to perform tasks typically or previously performed by agency or jurisdiction personnel.

   Under no circumstances should any agency enter a contract that bases payment on a percentage of the seizures and forfeitures of the law enforcement agency.

g. **Law enforcement travel and per diem**—Costs associated with travel and transportation for law enforcement agency personnel to perform or support law enforcement duties and activities. Travel and per diem for personnel from other agencies is not permitted. All related costs must be in accordance with the jurisdiction's travel and per diem policies and must not create actual or the appearance of extravagance, waste, or impropriety.

h. **Law enforcement awards and memorials**—Costs associated with the purchase of plaques, certificates, commemorative badges, and challenge coins in recognition of a law enforcement achievement, activity, or training. Shared funds may not be used to pay monetary awards in any form, including cash, cash equivalents, or stored value cards.

   Shared funds may be used to pay the costs for commemorative plaques, displays, or memorials on law enforcement property to recognize or memorialize a law enforcement officer's contributions, such as a memorial plaque or stone in honor of an agency's officers killed in the line of duty. The plaque, display, or memorial must not create actual or the appearance of extravagance, waste, or impropriety. Justice shared funds may not be used for memorials involving construction. *See* Section V.B.2.m.

MEMO

To: Village Manager Francis Torres

From: Walter Duncan Building & Code

CC:

Date: 09/04/2024

Re: Dilapidated dangerous structure asbestos remediation for demolition.

Comments: Hello Manager,

AGENDA ITEM

Request for payment to 1st All Around Company for asbestos abatement at 149 s.18th This structure was demolished August 14, 2024, by Master Guys Demolition Co. Prior to demolition Cook County Department of environment & sustainability requires all asbestos to be eliminated by a licensed asbestos contractor. Please see attached environment report on 149 s. 18th along with abatement permit issued to 1st All Around co. All work has been completed.

Walter Duncan

Director of Building & Code

Village of Maywood

COOK COUNTY PRESIDENT
COOK COUNTY BOARD
OF COMMISSIONERS
TONI PRECKWINKLE

BUREAU OF ADMINISTRATION
DEPARTMENT OF ENVIRONMENT
& SUSTAINABILITY

DEBORAH C. STONE
Director
69 W Washington Suite 1900
Chicago, Illinois 60602-3004
TEL: (312) 603-8200
www.cookcountyil.gov/environment

Department of Environment & Sustainability

Permit Information

Permit Number: PA18160976	Issuance Date: 4/9/2024
Permit Type: Asbestos Abatement	
Permitted Facility Address: 149 S 18TH AVE Maywood IL 60153	
Building/Facility Type: Residential Single	Building/Facility Name: Residential Single Family House
Current Work Start Date: 4/13/2024	Current Work End Date: 4/20/2024
Current Work Start Time: 08:00AM	Current Work End Time: 08:00PM

Submission Information

Submitter Name: Marcin Swierzowski	Submittal Date: Monday, April 8, 2024
Owner Contact Name: Village Of Maywood	
Contractor Name: 1st All Around Company	
Contractor Contact Name: Marc Swierz	Contractor Contact Number: 773-986-8725

Asbestos Abatement Amount Information (If applicable)

	RACM to be removed	Total Asbestos to be removed
Pipes (Linear Ft)	0	0
Surface Area (Sq Ft)	0	2500

1st All Around Company

INVOICE

7836 W OGDEN #21
LYONS IL. 60534
1stallaround@gmail.com www.chicagoasbestos.com
T. 773-986-8725 T. 630-461-7312

SOLD TO: VILLAGE OF MAYWOOD
Name VILLAGE OF MAYWOOD
Address
City, State, Zil MAYWOOD IL

149 S 18TH AVE IN MAYWOOD-STUCCO

SHIPPED TO:
VIA EMAIL

INVOICE NUMBER	4131241
INVOICE DATE	April 30, 2024
OUR ORDER NO.	
YOUR ORDER NO.	4131241
TERMS	Due On Reciept
SALES REP	Marcin
SHIPPED VIA	Email
F.O.B.	
PREPAID or COLLECT	

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	COMPLETED REMOVAL OF ASBESTOS CONTAINING FLOOR TILE FROM 1ST FLOOR KITCHEN OF THE PROPERTY	$ 14,500.00	$ 14,500.00
		SUBTOTAL	14,500.00
		TAX	0.00
		FREIGHT	
			$14,500.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Marcin Swierzowski
773-986-8725
email: 1stallaround@gmail.com

MAKE ALL CHECKS PAYABLE TO:
1st All Around Company
Attn: Accounts Receivable
7836 W OGDEN #21
LYONS IL. 60534

THANK YOU FOR YOUR BUSINESS!

1st ALL AROUND COMPANY
7836 OGDEN AVE #21
LYONS IL 60534
PHONE: 773-986-8725

To whom it may concern:

Please be advised that on APRIL 20TH 2024 1st All Around (IDPH asbestos abatement contractor #0841) completed removal of accessible asbestos containing stucco from the exterior walls of 149 S 18THAVE IN MAYWOOD IL. DANGEROUS CONDITIONS EXIST. Other unsampled material might be present inside unaccesable and unsafe areas of the house. Abated asbestos stucco material was properly disposed of at Joliet Laraway Landfill in Joliet IL.

Thank you
Marcin Swierzowski

Illinois Department of
PUBLIC HEALTH

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

DIVISION OF ENVIRONMENTAL HEALTH
ASBESTOS PROGRAM

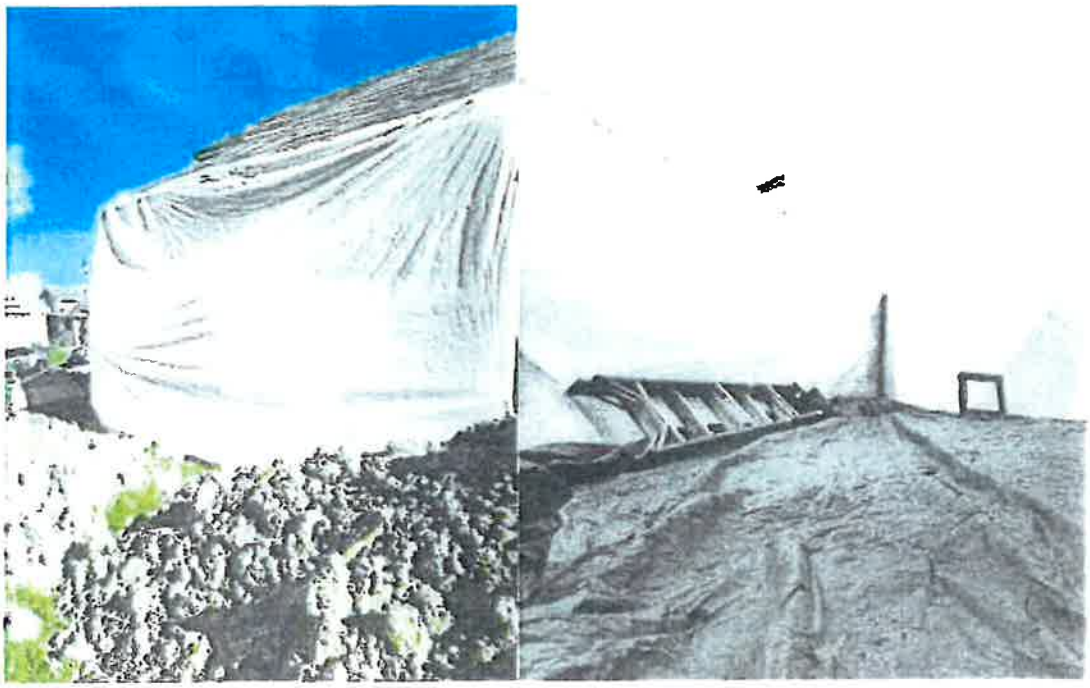
5/15/2024 500 500-0841

1ST ALL AROUND COMPANY
ASBESTOS CONTRACTOR LICENSE
THIS LICENSE IS INVALID IF YOUR
INSURANCE CERTIFICATE IS NOT CURRENT

04/25/2023
1ST ALL AROUND COMPANY
7836 W OGDEN #21
LYONS, IL 60534

1st ALL AROUND COMPANY
7836 OGDEN AVE #21
LYONS IL 60534
PHONE: 773-986-8725

1st ALL AROUND COMPANY
7836 OGDEN AVE #21
LYONS IL 60534
PHONE: 773-986-8725



MEMO

To: Village Manager Francis Torres

From: Walter Duncan Building & Code

CC:

Date: 09/04/2024

Re: Dilapidated dangerous structure emergency demolition.

Comments: Hello Manager,

AGENDA ITEM

The property located at 900 s. 5th Avenue was abandoned, dilapidated, and had become so out of repair it was dangerous and unsafe. This property has collapsed roof and walls and poses an imminent danger to passer buyers and the surrounding community. The property owner has been notified of the current conditions and has failed to take measures to secure, repair or make said structure safe. Master Guys Demolition Co. Completed all emergency demolition work at the site. The funding for the emergency demolition work can be taken from the TIFF. Code/Community development departments will file liens on this parcel to recover demolition, costs. All hazardous conditions have been removed. The cost for demolition is $78,990.00

Walter Duncan

Director of Building & Code

Village of Maywood

ESTIMATE

Service Address

900 S 5TH Ave,
Maywood, IL

Prepared For

Village Of Maywood
c/o Walter Duncan
(Dir of Bldg & Code Dept)
40 Madison Street
Maywood, IL 60153
(708) 450-4429

Master Guys Demolition Inc.

7667 W. 95th Street , Suite LL 01
Hickory Hills, IL 60457
Phone: (708) 770-1935
Email: masterguysdemolition@gmail.com
Web: Masterguysdemolition.com

Estimate # 15767
Date 09/04/2024

Description	Total
900 S 5TH Ave, Maywood, IL Demolition of structure including concrete foundation removal and debris disposal off site location	$39,000.00
900 S 5TH Ave, Maywood, IL Removal of parking lot and debris disposal off site location	$5,000.00
Asbestos Inspection Report	$650.00
900 S 5TH AVE ASBESTOS CLEANUP COOK COUNTY ASBESTOS REMOVAL PERMIT $2,500.00 COOK COUNTY PERMIT REVISIONS FOR ASBESTOS AND DEMOLITION PERMITS (Four Revisions) $220.00 3 SUPERVISIOR MAN DAYS (7/30, 7/31,8/01) $4,150.00 6 LABORER WORK DAYS (7/30, 7/31 AND 8/01) $6,700.00	$13,570.00
Temporary Fencing	$2,450.00

Water disconnection at the main and sewer disconnection - Disconnect of (1) Existing water service - permit and street opening included; - Concrete &/or asphalt street and any additional patching included; - Water disconnection requirements - if pipe is over 2" additional pricing may apply;	$6,500.00
Black dirt and seed the grass	$2,000.00
Portable toilet	$350.00
Cook County Environmental Permit	$850.00
Cook County fees to change the demolition name from Master Guys Demolition Inc to an Asbestos Company	$55.00
Asbestos Disposal	$8,565.00

Subtotal	$78,990.00
Total	**$78,990.00**

Notes:

The work will be performed in compliance with the Illinois Prevailing Wage Act.

All scrap and recycling materials will be property of Master Guys Demolition .
All debris will be disposed & recycled off site location.

Estimate is valid for 60 days.

By signing this document, the customer agrees to the services and conditions outlined in this document.

General Conditions:

I. The Demolition Contractor agrees to hold harmless the Owner, General Contractor, or their Agents, against damage to life or limb and property by reason of the negligence of the Demolition Contractor, in connection with this contract, and further agrees to carry Worker's Compensation, Employers' Liability Insurance, General Liability Insurance, within the limits of $2,000,000.00, and excess liability umbrella of $3,000,000.00.

II. The Agreement is submitted under the assumption that the plans and specifications are complete, and no work is to be included that is not specifically mentioned. Any extra work which the Demolition contractor is requested to perform shall be paid for as extra work. Additional work shall not start unless mutually approved and in writing.

III. Owner, Contractor or its Agent represent that it has authority to contract for the wrecking and removal of the buildings and structures as herein before provided and agrees to defend and hold harmless Master Guys Demolition Inc against all suits or actions brought against it and to indemnify it for any and all losses (including attorney's fees and expenses) it may suffer by virtue of any wrongful wrecking and removal of the structures described herein in violation of the property rights of any other person or party.

IV. Master Guys Demolition Inc shall not be held liable or be required to pay any amount as damages for delay in completion of this work, and the Owner, Contractor or their *Agents, shall waive all claim for damages against said Master Guys Demolition Inc for its failure to complete the work in a given time, unless this contract states a definite per diem bonus and penalty. In such event, Master Guys Demolition Inc shall not be held liable or required to pay a penalty for time lost for delays beyond its control, including but not limited to Acts of nature, of any governmental body, of the Public Enemy, or Another Contractor, Fire, Flood, Epidemic, Weather, Strikes, Riots, Civil Disturbances, etc. An extension of time for such delays to be allowed in determining the applicability of bonus or penalty.

V. Unless otherwise covered in the body of this contract, it is assumed that no party or common wall condition exists. This agreement is tendered on that basis. If such a condition is determined at a later date, any and all engineering or other work involved with the restoration of said party wall shall be considered over and above the contract price stated herein.

VI. In the event any action is instituted to enforce any of the provisions of the contract or to collect money due hereunder, Master Guys Demolition, Inc. shall be entitled to reimbursement for any attorney and collection fees or any related expenses that it is obligated to pay.

VII. If payment is not made within the time specified, a monthly interest charge of 9.7% will be added to the unpaid balance. Paying with a credit card 3% charge will be applied.

VIII. Due to the weight of heavy machinery and trucks, we cannot be responsible for damage to

sidewalks and curbs. Due care will be taken to minimize any possible damage.

IX. Should Owner cancel this contract, at any point, Owner shall pay Contractor for all costs incurred, thought date of demobilization, including but not limited to: labor, materials and overhead costs, plus profit. Three progress payments are to be made in the amount of 33.3% first payment is to be made upon start date, second upon 50% of completion of obtaining the demolition permit, final payment upon completion of work .
SUB-CONTRACTOR ENGAGMENT TO ALL PARTIES YOU DESERVE INFORMATION ABOUT YOUR PROJECT

THIS INFORMATION IS PROVIDED BY: Tomasz Gielazyn the President of Master Guys Demolition Inc.

FOR THE PROJECT AT: as stated above

YOU DESERVE INFORMATION ABOUT YOUR PROJECT, THE ABILITY TO TRACK PARTICIPANTS, WORK PERFORMED, AND VISIBILITY.

INFORAMTION IS BEING PROVIDED BY MASTER GUYS DEMOLITION INC TO THE FOLLOWING:
OWNER : as stated in the headed cap above

CONTRACTOR: Master Guys Demolition Inc, 7667 W. 95th Street, Suite LL 01, Hickory Hills, IL. 60457

MEDIATOR COMPANY as stated in the headed cap above at as stated in the headed cap above WAS HIRED BY the owner of the project TO PROVIDE THE FOLLOWING SERVICES AND MATERIALS: The job which listed above.

We are looking forward to a successful, smooth project. Note that if payment disputes do arise and the balance which stated above goes unpaid for work and/or materials provided, the balance which stated above we will be entitled to seek payment via the filing of a mechanic's lien.

We are hopeful that the information provided above is helpful to you in managing this project. By making project participants visible, it is easier to promote communication and cooperation, and easier to avoid misunderstandings or disputes. While we try to keep owners fully informed, we cannot do that if any of our information is incorrect. If anything above is not correct, please contact us via e-mail at: masterguysdemolition@gmail.com or telephone at: (708)770-1935 or in writing at: Master Guys Demolition inc, 7667 W. 95TH Street, LL01, Hickory Hills, IL 60457

We greatly look forward to working with you and your team.

Tomasz Gielazyn,
President
Master Guys Demolition Inc
7667 W. 95th Street,Suite LL 01,

Hickory Hills, IL. 60457

Walter Duncan

Village Of Maywood c/o Walter Duncan (Dir of Bldg & Code Dept)

900 s. 5th Avenue

Walter Duncan <walterduncan101@yahoo.com>
Wed 9/4/2024 4:05 PM
To:Walter Duncan <wduncan@maywood-il.gov>

Sent from my iPhone

(No subject)

Walter Duncan <walterduncan101@yahoo.com>
Thu 9/5/2024 12:26 PM
To:Walter Duncan <wduncan@maywood-il.gov>

Sent from my iPhone

Village of MAYWOOD

40 MADISON STREET• MAYWOOD, ILLINOIS 60153 • (708) 450-4405

CODE ENFORCEMENT DEPARTMENT

To: **Village Manager Francis Torres**

From: **Walter Duncan Building & Code Director**

CC:

Date: **09/15/2024**

Re: **Dilapidated dangerous structure proposed demolition.**

Hello Manager,

Demolition Action for board meeting agenda

The property located at 1600 s. 1st Avenue is abandoned, dilapidated, and has become so out of repair it is now dangerous and unsafe. The property is owned by the village of Maywood and presents a liability in its present state. This non-conforming property is located in our 1st avenue planned redevelopment corridor. Given the current conditions of this structure it is my recommendation the structure be immediately demolished, and all hazards removed. Premium Contractor Service Inc has submitted the low bid for demolition work in the amount of $33,500.00 for consideration and approval by the board. Funds to demolish this structure can be taken from TIFF

Walter Duncan

Director of Building & Code

Village of Maywood

Premium Contractor Services Inc.
6814 W Archer Ave. Suite 106
Chicago, IL 60638
+18722785480
contact@premiumcsi.com

PREMIUM
CONTRACTOR SERVICES, INC.

ADDRESS
Walter Duncan
Village of Maywood
40 Madison Street
Maywood, IL 60153

SHIP TO
Walter Duncan
Village of Maywood
40 Madison Street
Maywood, IL 60153

Estimate 1223

DATE 09/04/2024

P.O. NUMBER
1600 S 1st Ave

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	02 Demolition Site preparation	Demolish house at 1600 S 1st Ave back fill and grade lot Seed lot	1	33,500.00	33,500.00

https://swipesimple.com/links/lnk_8714dc61
Price does not include asbestos environmental work.

TOTAL $33,500.00

Accepted By

Accepted Date

MEMO

To: Village Manager Francis Torres

From: Walter Duncan Building & Code

CC:

Date: 09/05/2024

Re: Dilapidated dangerous structure Village owned proposed demolition.

Comments: Hello Manager,

AGENDA ITEM

The property located at 1105 s. 1st Avenue is Village owned, abandoned, dilapidated, and has become so out of repair it is now dangerous and unsafe. Currently this property is located within a TIFF district and funding to demolish this structure can be taken from this budget. Restore Disaster Restoration Experts has submitted a proposal in the amount of $ 27,000.00 to complete all demolition work. Given the current conditions of this structure it is my recommendation the structure be immediately demolished, and all hazards removed.

Walter Duncan

Director of Building & Code

Village of Maywood

RESTORE
Disaster Restoration Experts

2035 N. 15th Ave.
Melrose Park, IL 60160
Phone: (847) 455-3000
Fax: (847) 455-2330

PROPOSAL

Restore Construction Inc.
Michael Santoro
Vice President
2035 N 15th Ave
Melrose Park, IL, 60160
Phone: (708) 651-8886

June 16th, 2024
Work Location:
1105 S. 1st Ave.
Maywood, IL, 60153

Scope of work:

- Demolish single family home
- Remove all Demolition related debris
- Use of water for dust control
- Provide labor operator and equipment

Cost of Project does NOT include:

- Permit costs, Backfill, Property Security, Environmental testing to be completed, Extermination to be completed, Testing/Analysis for landfill approval, Water / sewer / electrical disconnects, Removal of unforeseen obstructions and or other than whatever is specified in price, Concrete saw cutting, Over excavation due to unsuitable soils, Costs associated with any removal of materials other than those specified in the base price, Including spoils generated by other trades, Work outside of property lines of address listed. Additional unit pricing may apply for items over and above the base bid attached. All grading is performed on a one time only basis, regarding damage by others or erosion will be performed on a time and materials pricing basis. CA6 to infill crawl / basement.

TOTAL COST: $27,000.00

Total cost of the job: $27,000.00. Full payment is required within 60 days upon completion. A 10% prompt payment discount is available if the balance is settled within 30 days of completion.

Any alterations or deviation from specifications involving extra costs, will be executed only upon written orders , and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Contractor will maintain workman's compensation insurance public liability insurance.

ACCEPTANCE OF PROPOSAL

The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: 9/3/24

Signature: Walter Duran

MEMO

To: Village Manager Francis Torres

From: Walter Duncan Building & Code

CC:

Date: 09/05/2024

Re: Dilapidated dangerous structure Village owned proposed demolition.

Comments: Hello Manager,

AGENDA ITEM

The property located at 1101 s. 1st Avenue is Village owned, abandoned, dilapidated, and has become so out of repair it is now dangerous and unsafe. Currently this property is located within a TIFF district and funding to demolish this structure can be taken from this budget. Restore Disaster Restoration Experts has submitted a proposal in the amount of $ 25,000.00 to complete all demolition work. Given the current conditions of this structure it is my recommendation the structure be immediately demolished, and all hazards removed.

Walter Duncan

Director of Building & Code

Village of Maywood

RESTORE
Disaster Restoration Experts

2035 N. 15th Ave.
Melrose Park, IL 60160
Phone: (847) 455-3000
Fax: (847) 455-2330

PROPOSAL

Restore Construction Inc.
Michael Santoro
Vice President
2035 N 15th Ave
Melrose Park, IL, 60160
Phone: (708) 651-8886

June 16th, 2024
Work Location:
1101 S. 1st Ave.
Maywood, IL, 60153

Scope of work:

- Demolish single family home
- Remove all Demolition related debris
- Use of water for dust control
- Provide labor operator and equipment

Cost of Project does NOT include:

- Permit costs, Backfill, Property Security, Environmental testing to be completed, Extermination to be completed, Testing/Analysis for landfill approval, Water / sewer / electrical disconnects, Removal of unforeseen obstructions and or other than whatever is specified in price, Concrete saw cutting, Over excavation due to unsuitable soils, Costs associated with any removal of materials other than those specified in the base price, Including spoils generated by other trades, Work outside of property lines of address listed. Additional unit pricing may apply for items over and above the base bid attached. All grading is performed on a one time only basis, regarding damage by others or erosion will be performed on a time and materials pricing basis. CA6 to infill crawl / basement.

TOTAL COST: $25,000.00

Total cost of the job: $25,000.00. Full payment is required within 60 days upon completion. A 10% prompt payment discount is available if the balance is settled within 30 days of completion.

Any alterations or deviation from specifications involving extra costs, will be executed only upon written orders , and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Contractor will maintain workman's compensation insurance public liability insurance.

ACCEPTANCE OF PROPOSAL

The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: 9/3/24

Signature: Walter Duncan

VILLAGE OF MAYWOOD - ADA IMPROVEMENTS AT 10TH AND RANDOLPH
AUGUST 09, 2024

	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	CURB AND GUTTER R&R	FT	140.00	$55.00	$7,700.00
2	PCC SIDEWALK R&R	SF	1,100.00	$15.00	$16,500.00
3	DETECTABLE WARNINGS	EA	8.00	$300.00	$2,400.00
4	SODDING AND TOPSOIL	SY	136.00	$30.00	$4,080.00
5	HMA SURFACE R&R	SY	40.00	$150.00	$6,000.00
6	STRUCTURE ADJUSTED	EA	2.00	$675.00	$1,350.00
7	TRAFFIC CONTROL AND PROTECT	LS	1.00	$1,000.00	$1,000.00
	TOTAL				$39,030.00

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael A. Marrs**
DATE: **September 4, 2024**
RE: **Code Amendment Ordinance Amending Various Sections within Chapter 130 (General Offenses: Offenses Pertaining to Property) of Title XIII (General Offenses) of the Maywood Village Code to Prohibit the Sale to and Possession of Spray Paint Cans by Minors and to Make Other Related Changes**

Per the request of the Village Manager, I have enclosed the following documents for review, consideration and action at the September 10, 2024 Combined Committee of the Whole Meeting / Special Village Board Meeting:

1. AN ORDINANCE AMENDING VARIOUS SECTIONS WITHIN CHAPTER 130 (GENERAL OFFENSES: OFFENSES PERTAINING TO PROPERTY) OF TITLE XIII (GENERAL OFFENSES) OF THE MAYWOOD VILLAGE CODE TO PROHIBIT THE SALE TO AND POSSESSION OF SPRAY PAINT CANS BY MINORS AND TO MAKE OTHER RELATED CHANGES.

2. Memo and supporting materials dated July 23, 2024 from the Chief of Police relative to this matter.

The enclosed Ordinance proposes to amend the Maywood Village Code in the following ways:

1. Increase the penalty for graffiti from a fine of not less than $50 nor more than $1,000 to a fine of not less than $100 nor more than $750;

2. Increase the penalty for failing to remove graffiti from a fine of not less than $50 nor more than $1,000 to a fine of not less than $100 nor more than $750, and considering each day a separate offense;

3. Expand the prohibition against defacing buildings to include spray paint;

4. Expand the definition of "Acts of Vandalism" to include damage, destruction, or defacement caused by the use of spray paint;

5. Expand the penalties for vandalism by minors to include a fine of not less than $100 and not more than $750 for each offense; and

6. Create a new Section 130.08 to prohibit the sale of spray paint to minors and the possession of spray paint by minors.

The proposed prohibitions are within the Village's home-rule authority because it seeks to regulate the general health, wellness and safety of the public. Similar ordinances are seen throughout Illinois. *See, e.g., Berwyn Code of Ordinances §662.075*; *Code of the City of Mendota §210*; *City of Palos Heights Code of Ordinances §132.52*. The prohibitions have been upheld as constitutional exercises of home-rule authority.

Home-Rule Authority: Sale Prohibition

For example, in 1992, the City of Chicago ("City") passed a municipal ordinance prohibiting the sale of spray paint in the City. *National Paint & Coatings Ass'n v. City of Chicago*, 45 F.3d 1124 (7th Cir. 1995). This was intended to combat the rise of graffiti and vandalism, which was primarily accomplished using spray paint.

The Seventh Circuit held that the City's home-rule authority was sufficient to enact this ban. *Nat'l Paint & Coatings Ass'n*, 45 F.3d at 1126-27. Additionally, the Seventh Circuit held that there was no "fundamental" right to own or buy spray paint. *Id.* at 1129. These findings defeated the plaintiffs, a group of corporations that sold spray paint, in their argument that the ban: (1) exceeded the City's home rule authority; and (2) violated the dormant commerce clause of the U.S. Constitution.

Here, the proposed amendments are less restrictive than the City of Chicago's because it is not a ban on *all* spray-paint sales, but rather only the sale of spray paint to minors. In addition to falling within its home-rule authority, the less-restrictive approach strengthens the ordinance's likelihood of surviving any constitutional challenges regarding the sale prohibition.

Home-Rule Authority: Possession by Minors Prohibited

In a 1997 case, Dade County, Florida enacted an anti-graffiti ordinance that prohibited the possession of spray paint on public property by minors. *D.P. v. State*, 705 So.2d 593 (3d Dist. Fla. 1997). It also prohibited the possession of spray paint by minors on private property without the consent of the owner. A minor challenged the ordinance, arguing that it violated the due process clause by imposing a criminal penalty without requiring proof of criminal intent.

The Florida Court noted there are many activities where minors are treated differently than adults, including drinking, compulsory school attendance, and driving under the legal age. The Florida Court held that: (1) no fundamental right to possess spray paint exists; and (2) the ordinance passed constitutional muster under the due process and equal protection clauses of the U.S. Constitution. *D.P.*, 705 So.2d, at 597.

Here, the proposed amendments are similar to those challenged in *D.P. v. State* and are likely to pass any due process or equal protection challenges. This is because courts are consistent in recognizing that: (1) there is no fundamental right to own or buy spray paint; and (2) it is reasonable to regulate certain activities for minors differently than adults.

First Amendment Considerations: Free Speech

The most likely challenge to this ordinance is a potential limitation on a minor's freedom of expression under the First Amendment. Spray paint is the medium most-used in graffiti, which

courts struggle to define as either expressive artwork or acts of vandalism. *See* Elizabeth Gee, *City Walls Can Speak: The Street Art Movement and Graffiti's Place in First Amendment Jurisprudence*, 20 JSMSLJ 209, 219 (2013).

In 2007, a group of graffiti artists challenged the constitutionality of New York City ordinances that banned the sale to and possession of spray paint to persons under age 21. *Vincenty v. Bloomberg*, 476 F.3d 74 (2d Cir. 2007). The artists argued that the prohibitions violated their rights to freedom of expression and constituted age-based discrimination in violation of equal protection rights.

In the opinion, the Second Circuit evaluated the artists' motion for a preliminary injunction. The Second Circuit noted that the prohibition had an "incidental" impact on the artists' speech because it regulated the medium of expression, not the content itself. As an "incidental" impact, it was subject to intermediate scrutiny, which required showing the regulation was narrowly tailored and the incidental restriction on First Amendment freedom was no greater than what was essential to further the substantial government interest.

While the preliminary injunction was granted, it only enjoined enforcement against those between the ages of 18 to 21. Eventually, the parties settled and the ordinance, as originally challenged, remains in effect today. *See N.Y.C. Code § 10-117.*

Here, the prohibition on possession affects minors, who are often regulated differently than adults. This should withstand intermediate scrutiny.

We did not include the Chief's proposed prohibition on the possession of spray paint on public property for two reasons: 1. is unlikely to withstand intermediate scrutiny. It is broadly worded and could have unintended consequences, such as a violation by an adult who is walking on a public sidewalk with the spray paint in a grocery bag after lawfully purchasing the spray paint; and 2. The intended effect is already covered by Maywood Village Code § 130.02(B), which prohibits a person from possessing spray paint on public property *with the intent* to graffiti. By including the criminal intent element, the prohibition would pass intermediate scrutiny review.

If there are any questions, please feel free to contact me.

Michael

Enclosures
cc: Frank Torres, Village Manager (w/ encls.)
Elijah Willis, Chief of Police (w/ encls.)
Tori-Love Garron, Village Clerk (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

**(additions to existing text marked with underlined text;
deletions to existing text marked using ~~strikethrough~~)**

ORDINANCE NO. CO-2024-_____

AN ORDINANCE AMENDING VARIOUS SECTIONS WITHIN CHAPTER 130 (GENERAL OFFENSES: OFFENSES PERTAINING TO PROPERTY) OF TITLE XIII (GENERAL OFFENSES) OF THE MAYWOOD VILLAGE CODE TO PROHIBIT THE SALE TO AND POSSESSION OF SPRAY PAINT CANS BY MINORS AND TO MAKE OTHER RELATED CHANGES

WHEREAS, the Village of Maywood ("Village") is a home-rule municipal corporation and is a unit of local government having all of the powers and authority granted to such municipalities as provided by Article VII (Local Government), Section 1 (Municipalities and Units of Local Government) and Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function to protect the public health, safety and welfare; and

WHEREAS, spray paint is a popular tool used by minors to commit acts of vandalism; and

WHEREAS, the proposed amendments seek to implement stricter penalties and preventative measures to deter minors from using spray paint to commit acts of vandalism and to prohibit the sale of spray paint to minors, the possession of spray paint by minors and to make other related changes; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to amend Chapter 130 (General Offenses: Offenses Pertaining to Property) of the Village of Maywood Code of Ordinances to prohibit the sale of spray paint to minors, the possession of spray paint by minors, and to make other related changes; and

WHEREAS, pursuant to its statutory and home rule authority and powers as set forth in Article VII (Local Government), Section 1 (Municipalities and Units of Local Government) and Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970 and as set forth in the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the Village President and Board of Trustees of the Village of Maywood find that it is protective of the health, welfare and safety of, and in the best interests of, the Village, its residents, property owners, local businesses and the public to approve the Code Amendments in order to implement the prohibitions.

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 Ordinance.

SECTION 2: Code Amendments. Subsection 130.02 (Graffiti: Offenses Pertaining to Property) of Chapter 130 (General Offenses) of Title XIII (General Offenses) of the Maywood Village Code shall be amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using ~~strikethrough~~):

"§ 130.02 GRAFFITI.

[. . .]

(A) *Definitions*

[...]

MINOR. *A person who is 11 years of age or above, but not yet ~~17~~18 years of age.*

[...]

(F) *Penalty*. The following penalties apply to this section:

(1) *Fine*. Penalty for violating division (B) of this section shall, upon conviction, consist of a fine of not less than $~~50~~100 nor more than $~~1,000~~750 for each offense.

(2) *Failure to remove graffiti*. Penalty for conviction for failure to remove graffiti as set forth in division (D)(1) above shall be a fine or not less than $~~50~~ 100 nor more than $750 for each offense and for the costs incurred by the Village or its agents to abate the nuisance as set forth in division (F)(7) below. Each day such failure continues shall be considered a separate offense and fines shall be assessed accordingly.

[. . .]"

SECTION 3: Code Amendments. Subsection 130.04 (Defacing Buildings: Offenses Pertaining to Property) of Chapter 130 (General Offenses) of Title XIII (General Offenses) of the Maywood Village Code shall be amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using ~~strikethrough~~):

"§ 130.04 DEFACING BUILDINGS.

No person shall write, print or paint with chalk, ink, paint, spray paint or other material any obscene words, language or expression upon any building, tenement, fence, wall or other place, or draw or paint on the same any picture or representation of anything of an immodest or vulgar character."

SECTION 4: Code Amendments. Subsection 130.05 (Vandalism: Offenses Pertaining to Property) of Chapter 130 (General Offenses) of Title XIII (General Offenses) of the Maywood Village Code shall be amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using ~~strikethrough~~):

"§130.05 VANDALISM.

(A) *Definitions*. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACTS OF VANDALISM. Any of the following acts:

(a) Maliciously, recklessly, or knowingly damaging or destroying any property of another person without his consent; or

(b) Maliciously, recklessly, or knowingly by means of fire or explosive device damage, debasing or destroying any property of another person; or

(c) Maliciously, recklessly, or knowingly starting a fire on land of another person without his consent; or

(d) Maliciously, recklessly, or knowingly depositing on the land or in the building of another person, without his consent, any stink bomb, or any offensive smelling compound and thereby interfering with the use and occupancy by another of the land or building; or

(e) Maliciously, recklessly, or knowingly and without authority entering into or obtaining control over any building, house trailer, motor vehicle, aircraft, or water craft or any part thereof of another person without his consent; or.

(f) Maliciously, recklessly, or knowingly damage, destroy, or deface the property of another person, including public property, through the use of any aerosol container of paint.

[. . .]

(E) *Penalties*. Any minor who engages in an act of vandalism and is found liable upon entry of an administrative or judicial finding that an offense of vandalism has occurred shall be subject to a fine of not less than $100 and not more than $750 for each offense. Any minor who engages in an act of vandalism and who fails to participate in the Police Social Worker Program as required by division (B) of this section shall be subject to a fine of not more than $500. Any minor who engages in an act of vandalism and who fails to provide restitution as required by division (C) of this section shall be subject to a fine of not more than $500. The parent or legal guardian of a minor shall be subject to a fine of not more than $500 if the minor engaged in an act of vandalism fails to participate in the Police Social Worker Program as required by division (B) of this section and fails to provide restitution as required by division (C) of this section."

SECTION 5: Code Amendments. The Index to Chapter 130 (General Offenses: Offenses Pertaining to Property) of Title XIII (General Offenses) of the Maywood Village Code shall be amended to add a new Subsection 130.08 (SPRAY PAINT; SALE AND POSSESSION) which shall read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using ~~strikethrough~~):

"CHAPTER 130: GENERAL OFFENSES
Offenses Pertaining to Property
130.01 Barbed wire fences
130.02 Graffiti
130.03 Littering
130.04 Defacing buildings
130.05 Vandalism
130.06 Criminal trespass to real property
130.07 Damage to or theft of public property
130.08 Spray Paint; Sale and Possession"

SECTION 6: Code Amendments. Chapter 130 (General Offenses: Offenses Pertaining to Property) of Title XIII (General Offenses) of the Maywood Village Code shall be updated to add a new Subsection 130.08 (Spray Paint; Sale And Possession And Vandalism), which shall read in its entirety as follows (new text is marked with underlining; deletions to existing text marked using ~~strikethrough~~):

"§ 130.08 Spray Paint; Sale and Possession

(A) *Definitions*. For the purpose of this section, the following shall apply unless the context clearly indicates or requires a different meaning:

Spray paint. Any aerosol-propelled paint or any device designed to expel paint by means of a compressed gas.

(B) *Sale of Spray Paint to Minors Prohibited.*

(1) It shall be unlawful for any person, firm, business, corporation, partnership, or entity to sell, give away, deliver, transfer, or offer to sell any container of spray paint to a person aged 18 years or less within the Village of Maywood.

(2) For purposes of preventing violations of this section, any entity in subsection (1) may refuse to sell spray paint to any person under the age of 18.

(3) For the purposes of preventing violations of this section, any entity in subsection (1) shall first obtain bona fide evidence of the identity and age of majority through verified documentation, including but not limited to identification issued by a federal, state, or local government entity showing the age and identity of the individual.

(C) *Possession of Spray Paint by Minors Prohibited.*

(1) It shall be unlawful for any person under the age of 18 years to possess any container of spray paint within the Village of Maywood.

(2) It shall be an affirmative defense that the person possessing the spray paint is on private property that is their usual place of residence.

(3) It shall be an affirmative defense that the person possessing spray paint is on school grounds and engaged in a function sanctioned or supervised by a teacher or other school official.

(D) *Penalty.*

(1) *General Penalty.* Any person violating any provision of this section subject to the general penalty provision at Section 10.99 (General Penalty) of this Code of Ordinances."

SECTION 7: Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections and other text that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 8: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except as to the Text Amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Code of Ordinances, as amended, shall remain in full force and effect.

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

ADOPTED this _____ day of September, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of September, 2024, 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

Published by me in pamphlet form this _____ day of September, 2024.

_____
Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. CO-2024-_____

AN ORDINANCE AMENDING VARIOUS SECTIONS WITHIN CHAPTER 130 (GENERAL OFFENSES: OFFENSES PERTAINING TO PROPERTY) OF TITLE XIII (GENERAL OFFENSES) OF THE MAYWOOD VILLAGE CODE TO PROHIBIT THE SALE TO AND POSSESSION OF SPRAY PAINT CANS BY MINORS AND TO MAKE OTHER RELATED CHANGES

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the ___ day of September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of September, 2024.

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 September, 2024.

_____
Tori-Love Garron, Village Clerk

[SEAL]

Village of MAYWOOD

POLICE DEPARTMENT

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

July 23, 2024

To: Frank Torres
Village Manager

From: Elijah Willis
Chief of Police

Brief Synopsis for Review by the Committee of the Whole (COW)

Subject: Proposal to Upgrade Ordinance 130.05 - Vandalism

Objective: The proposed ordinance upgrade aims to enhance Ordinance 130.05, addressing vandalism more effectively. This proposal introduces specific measures to tackle violations related to the sale and possession of spray paint and the act of vandalism. The goal is to implement stricter penalties and preventive measures to deter individuals from engaging in these unlawful activities, thereby improving community safety and property preservation.

Key Points:

- Prohibition on Sale and Possession: Unlawful sale and possession of spray paint for individuals under 18 and restrictions on public property.
- Enforcement and Penalties: Enhanced penalties for violations, including fines and restitution requirements.
- Preventive Measures: Encourage responsible use and storage of spray paint to prevent vandalism.
- Community Impact: Aimed at reducing graffiti and property damage, promoting a cleaner and safer environment.

Your review and approval of this proposal are crucial to ensuring the effectiveness of our community's efforts to combat vandalism. This proposal seeks to enhance the safety and well-being of our community by addressing the sale and possession of spray paint and upgrading our existing vandalism ordinance. Your consideration and approval of this proposal are crucial for maintaining the integrity and cleanliness of our Village. Thank you for your attention to this matter.

ORDINANCE PROPOSAL FOR THE COMMITTEE OF THE WHOLE (COW) AND PUBLIC SAFETY COMMITTEE

SUBJECT: SPRAY PAINT; SALE AND POSSESSION & VANDALISM

PROPOSAL TO UPGRADE VILLAGE ORDINANCE #130.05 VANDALISM

SECTION 1: SPRAY PAINT; SALE AND POSSESSION

A. Sale of Spray Paint

1. It shall be unlawful for any person, firm, business, corporation, partnership, or entity to sell or deliver any container of spray paint to a person aged 18 years or less within the Village of Maywood.

B. Possession of Spray Paint by Minors

1. It shall be unlawful for any person under the age of 18 years to possess any container of spray paint within the Village of Maywood.
2. It shall be an affirmative defense that the person possessing the spray paint is on private property that is his or her usual place of residence.

C. Possession of Spray Paint on Public Property

1. It shall be unlawful for any person to possess any container of spray paint on any public property, including, but not limited to, parks, streets, alleys, parkways, and sidewalks within the Village of Maywood.
2. It shall be an affirmative defense that the person possessing the spray paint is either working on a project authorized by the Village of Maywood or the container has been purchased, is in its original condition, and is in the trunk of an automobile.

D. Implementation and Publication

1. The ordinance from which the provisions of this section derive shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.
2. A full, true, and complete copy of this section shall be published in pamphlet form, by authority of the Village of Maywood Council as corporate authorities.

SECTION 2: PENALTY

A. General Penalty

1. Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to the general penalty provisions of this code of ordinances.

B. Specific Penalties

1. The penalty, upon conviction for the offense of failure to remove graffiti or after entry of an administrative finding that this offense has occurred, made in accordance with § 130.05 of this code of ordinances, shall be a fine of not less than $100 and not more than $750 for each offense. Each day such failure continues shall be considered a separate offense and fines shall be assessed accordingly.
2. The penalty, upon conviction for a violation of § 130.05 of this chapter, shall be a fine of not less than $100 and not more than $750 for each offense.
3. Additionally, the Village of Maywood Code Enforcement Officer is authorized to seek an order from the court entering a finding or conviction against a person for violation of this chapter that the person make full and complete restitution to the owner of the property for expenses incurred in the removal of material and repair of the structure or wall as a condition to any order of probation or supervision.
4. Any person, firm, corporation, partnership, or other entity violating or failing to comply with the provisions of this chapter shall, upon conviction thereof, be fined not less than $50, nor more than $750, for each offense.

SECTION 3: VANDALISM AND CRIMINAL DAMAGE TO PROPERTY

A. Enhanced Enforcement for Vandalism

1. It shall be unlawful for any person to engage in vandalism or criminal damage to property within the Village of Maywood.
2. Any individual caught for vandalism or criminal damage to property will be subject to the enhanced penalties outlined in Section 2.

ORDINANCE PROPOSAL FOR THE COMMITTEE OF THE WHOLE (COW) AND PUBLIC SAFETY COMMITTEE

SUBJECT: SPRAY PAINT; SALE AND POSSESSION & VANDALISM

PROPOSAL TO UPGRADE VILLAGE ORDINANCE #130.05 VANDALISM

SECTION 1: SPRAY PAINT; SALE AND POSSESSION

A. Sale of Spray Paint

1. It shall be unlawful for any person, firm, business, corporation, partnership, or entity to sell or deliver any container of spray paint to a person aged 18 years or less within the Village of Maywood.

B. Possession of Spray Paint by Minors

1. It shall be unlawful for any person under the age of 18 years to possess any container of spray paint within the Village of Maywood.

2. It shall be an affirmative defense that the person possessing the spray paint is on private property that is his or her usual place of residence.

C. Possession of Spray Paint on Public Property

1. It shall be unlawful for any person to possess any container of spray paint on any public property, including, but not limited to, parks, streets, alleys, parkways, and sidewalks within the Village of Maywood.

2. It shall be an affirmative defense that the person possessing the spray paint is either working on a project authorized by the Village of Maywood or the container has been purchased, is in its original condition, and is in the trunk of an automobile.

D. Implementation and Publication

1. The ordinance from which the provisions of this section derive shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

2. A full, true, and complete copy of this section shall be published in pamphlet form, by authority of the Village of Maywood Council as corporate authorities.

SECTION 2: PENALTY

A. General Penalty

1. Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to the general penalty provisions of this code of ordinances.

B. Specific Penalties

1. The penalty, upon conviction for the offense of failure to remove graffiti or after entry of an administrative finding that this offense has occurred, made in accordance with § 32.04 of this code of ordinances, shall be a fine of not less than $100 and not more than $750 for each offense. Each day such failure continues shall be considered a separate offense and fines shall be assessed accordingly.

2. The penalty, upon conviction for a violation of § 131.02 of this chapter, shall be a fine of not less than $100 and not more than $750 for each offense.

3. Additionally, the Village of Maywood Code Enforcement Officer is authorized to seek an order from the court entering a finding or conviction against a person for violation of this chapter that the person make full and complete restitution to the owner of the property for expenses incurred in the removal of material and repair of the structure or wall as a condition to any order of probation or supervision.

4. Any person, firm, corporation, partnership, or other entity violating or failing to comply with the provisions of this chapter shall, upon conviction thereof, be fined not less than $50, nor more than $750, for each offense.

SECTION 3: VANDALISM AND CRIMINAL DAMAGE TO PROPERTY

A. Enhanced Enforcement for Vandalism

1. It shall be unlawful for any person to engage in vandalism or criminal damage to property within the Village of Maywood.

2. Any individual caught for vandalism or criminal damage to property will be subject to the enhanced penalties outlined in Section 2.

KTJ KLEIN, THORPE & JENKINS ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **September 4, 2024**
RE: **2024 Pavement Striping Program**
Ordinance Authorizing Change Order Number 1 to Agreement with Traffic Control Company to Complete Additional Scope of Work Under 2024 Pavement Striping Program and Expenditures from the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund and the General Corporate Fund to Pay For the Additional Work

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Per the request of Village Engineer Bill Peterhansen, I have enclosed the following document for review, consideration and action at an upcoming Combined Committee of the Whole Meeting / Special Village Board Meeting:

> AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDER NUMBER 1 IN THE AMOUNT OF $7,087.50 TO THE AGREEMENT ENTERED INTO WITH TRAFFIC CONTROL COMPANY FOR PERFORMANCE OF THE 2024 PAVEMENT STRIPING PROGRAM, AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS AND VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK (New Program Cost: $30,712.50)

Program and Scope of Work

Per the Village Engineer, the need for Change Order No. 1 is as follows: As relates to the subject project, we have taken detailed field measurements of the work to be performed and further discussed the need for yellow painted curbs with Public Works. There is a desire of the Village to install yellow paint on all the critical curbs where no parking is permitted in close proximity to the schools throughout the Village. The purpose and need is for both safety and aesthetics. The current approved striping maintenance Contract includes provisions for this pay item. We are asking for approval to increase the existing Contract Pay Item #4 – Paint Marking for Curbs from a quantity of 500 Linear Feet to a quantity of 1,550 Linear Feet, for a total increase of 1,050 Linear Feet and increase in Contract of $7,087.50.

Eligibility of Program for TIF Reimbursement

A portion of the costs associated with the Program are eligible for payment from the Madison Street / Fifth Avenue TIF District Fund because: (1) a portion of the combined sewers are located within the Madison Street / Fifth Avenue TIF District; and (2) the costs are the type of work that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q). Specifically, the proposed Program falls within the following categories of reimbursable TIF-eligible redevelopment project costs:

> (q) "Redevelopment project costs", except for redevelopment project areas created pursuant

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

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

The Program work is located throughout the Village boundaries, including the boundaries of the Madison Street / Fifth Avenue TIF District. The portions of the Program work located outside of the Madison Street / Fifth Avenue TIF District will be paid for through use of the General Corporate Fund and those portions of Program work within the Madison Street / Fifth Avenue TIF District will be paid for using TIF Funds.

Compliance with the Madison Street / Fifth Avenue TIF Plan

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

- Page 14 of the Plan. Section B (Redevelopment Improvements and Activities). Subsection 4 (Provision of Public Works or Improvements) (Village may provide public improvements and facilities that are necessary to service the Project Area per the TIF Plan and the Comprehensive Plan for the development of the Village as a whole).

- Pages 18 to 19 of the Plan. Section D (Redevelopment Project Costs). Subsection (c), which is the same as cited under the TIF Act above.

The enclosed Ordinance approves and authorizes Change Order No.1 and the appropriation and expenditure of the Madison Street / Fifth Avenue TIF District Funds and General Funds to pay for the Program.

If there are any questions, please feel free to contact me.

Mike

Enclosures

cc. Tori Love-Garron, Village Clerk (w/ encls.)
Francis M. Torres, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Greg Buchanan, Public Works Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

ORDINANCE NO. CO-2024-36

AN ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDER NUMBER 1 IN THE AMOUNT OF $7,087.50 TO THE AGREEMENT ENTERED INTO WITH TRAFFIC CONTROL COMPANY FOR PERFORMANCE OF THE 2024 PAVEMENT STRIPING PROGRAM, AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS AND VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK (New Program Cost: $30,712.50)

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

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

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

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

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

WHEREAS, it is necessary to consider and approve the use of TIF Funds during calendar year 2024 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following infrastructure improvement project(s) within the Project Area (collectively, the "Infrastructure Improvement Projects"), using TIF Funds to pay for such Infrastructure Improvement Projects, in whole or in part:

A. **2024 Pavement Striping Program / Project:** Consisting of the improvements as more fully described in the Village Engineer's Memorandum dated July 29, 2024, and is on file with the Village Clerk's Office and is incorporated herein by reference and made a part hereof; and

B. **Program/Project Funding Sources:** The funding sources for the Project are the Madison Street / 5th Avenue Tax Increment Financing District Fund ("Madison Street / 5th Avenue TIF District Funds") and the Village's General Corporate Fund and will be expended based on the location of the Project work; and

C. **Approval of Agreement:** With the approval of Ordinance No. CO-2024-36, the Village awarded an agreement to Traffic Control Company of South Chicago Heights, Illinois (the "Contractor"), who was the lowest, responsive, qualified bidder, to perform the 2024 Pavement Striping Program: work for an amount "not to exceed" $23,625.00 ("Low Bid Price" or Project Contract Price"); and

D. **Approval of Change Order No. 1 to Agreement:** The Village Engineer (Bill Peterhansen of Hancock Engineering Company) has determined that the need for Change Order Number 1 is based on detailed field measurements of the work to be performed and the need for yellow painted curbs on all critical curb areas where no parking is permitted in close proximity to the schools throughout the Village. The purpose and need is for both safety and aesthetics. The current approved striping maintenance Agreement includes provisions for this pay item, but an increase is necessary to the existing Contract Pay Item #4 (Paint Marking for Curbs) from a quantity of 500 Linear Feet to a quantity of 1,550 Linear Feet, for a total increase of 1,050 Linear Feet and increase in Agreement of $7,087.50 ("Change Order Number 1 Price"). With the approval of Change Order Number 1, the "Adjusted Project Contract Price" shall be $30,712.50; and

WHEREAS, the Corporate Authorities of the Village agree to authorize and approve: (a) the increase in the scope of the Project work; (b) the Contractor to complete the Additional Project Work; and (c) the payment of the increased Project costs by approving Change Order Number 1 for the Project; and

WHEREAS, based on the recommendation of the Village Engineer, 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 contract sum by $10,000.00 or more [YES], OR
2. The change order increases or decreases the contract 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 Construction Contract was signed; (b) is (are) germane to the Construction Contract 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 contract price by 50% or more of the original contract price and thus the Village is not obligated to re-bid the additional work proposed under the Change Order.

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of the Village residents, property owners, businesses and the public to authorize and cause the expenditure of TIF Funds

to complete the Project Improvements within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the "Expenditures").

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

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

SECTION 2: Authority. The Village is a duly constituted and organized home rule municipality, as described in 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. This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

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

1. The amount of the Low Bid Price and any Village-approved Change Order(s) to pay for the costs of construction of the Program.

2. Costs for professional services related to the Program, including but not limited to legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

A Preliminary Estimate of Expenditures to be incurred and reimbursed, in connection with the Program, as provided by the Village Engineer and/or the Village Manager, is as follows: Based on a competitive bidding process, the Contractor submitted the low bid to perform the Program work for an amount "not to exceed" $23,625.00, subject to Village-approved Change Orders.

SECTION 4: Approval and Execution of Change Order. The Corporate Authorities of the Village of Maywood authorize the approval and execution of Change Order Number 1 to the Project Agreement and approve an increased expenditure of $7,087.50 ("Change Order Number 1 Price"). Change Order Number 1 increases the scope of work for the Project and adjusts the amount payable to the Contractor for the completion of the Additional Project Work to a dollar amount equal to $30,712.50 (the "Adjusted Project Contract Price"). Change Order Number 1 will conform to the Project budget and the amount of funds available to the Village to construct the Project. A copy of Change Order Number 1 is attached hereto as **Exhibit "A"**. The Corporate Authorities authorize the expenditure of $30,712.50 of the dedicated Madison Street / 5th Avenue TIF District Funds and the Village's General Corporate Funds, and such other eligible, lawful Village funds, in order to pay for the completion of the Additional Project Work covered by Change Order Number 1.

SECTION 5: Execution and Delivery of Contract and Other Documents. The President and Board of Trustees of the Village of Maywood also authorize the approval and execution of the Construction Agreement, a copy of which is incorporated herein by reference as part of **Group Exhibit "A"** attached hereto, for the purposes set forth in this Ordinance. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or their designee, to execute and deliver the final version of the Construction 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 Construction Agreement. 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 Construction Agreement. The Village Clerk, or their designee, shall transmit executed originals or certified copies of all documents, including the Construction 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 Construction Agreement.

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

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

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

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

ADOPTED this 10th day of September, 2024, 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 September, 2024.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Published by me in pamphlet form this ___ day of September, 2024.

_____
Tori-Love Garron, Village Clerk

Exhibit "A"

CHANGE ORDER NUMBER 1 TO
AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
TRAFFIC CONTROL COMPANY RELATIVE TO
THE 2024 PAVEMENT STRIPING PROGRAM

(attached)

CHANGE ORDER

Change Order No. 1
Date: September 6, 2024

Name of Project: **Village of Maywood**
2024 Pavement Striping Program

Owner: **The President and Board of Trustees**
Village of Maywood, Illinois

Contractor: **Traffic Control Company**
3019 East End Avenue
South Chicago Heights, IL 60411

The following change in work is authorized by the President and Board of Trustees of the Village of Maywood to the above contract as follows:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	ADDITION	DEDUCTION
4	Paint Marking for Curbs	1,050 FT	$6.75/FT	$7,087.50	
	TOTALS			$7,087.50	
	NET CHANGE			$7,087.50	

Location and reasons for the change: Desire to install yellow paint on additional curbs at critical locations where no parking is permitted, in close proximity to schools. Purpose and need is to address safety and aesthetics.

The above changes are additional work added to the contract and fulfill the original intent of the contract.

Original CONTRACT PRICE $ 23,625.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $ N/A

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~)) by: $ 23,625.00

The CHANGE ORDER will result in a net:

(increase)(~~decrease~~) to Original CONTRACT PRICE of 30.0% to date.

(increase)(~~decrease~~) to Current CONTRACT PRICE of 30.0%.

The new CONTRACT PRICE including this CHANGE ORDER will be $ $30,712.50

The CONTRACT TIME will be (increased)(~~decreased~~) by 0 calendar days.

The date for completion of all work will be 30 days from Notice to Proceed.

The undersigned has determined that the change is germane to the original contact as signed, that circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed, and work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract and Village policy, and that this change is in the best interest of the Village of Maywood and is authorized by law.

OWNER: Village of Maywood
40 Madison Street
Maywood, Illinois 60153

(SEAL)

By _____

Nathaniel George Booker, President

Attested by: _____

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, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. CO-2024-_____

ORDINANCE AUTHORIZING THE APPROVAL AND EXECUTION OF CHANGE ORDER NUMBER 1 IN THE AMOUNT OF $7,087.50 TO THE AGREEMENT ENTERED INTO WITH TRAFFIC CONTROL COMPANY FOR PERFORMANCE OF THE 2024 PAVEMENT STRIPING PROGRAM, AND THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS AND VILLAGE GENERAL CORPORATE FUNDS TO PAY FOR THE WORK (New Program Cost: $30,712.50)

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 10th day of September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ____ day of September, 2024.

_____
Tori-Love Garron, Village Clerk

SEAL

KTJ KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: September 4, 2024
RE: Code Amendment Ordinance
Amending Section 30.01 and Section 30.27 Relative to the Compensation of the Village President and Board of Trustees

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Per the request of Mayor Nathaniel George Booker, I have enclosed the following document for review, consideration and action at the September 10, 2024 Combined Committee of the Whole Meeting / Special Village Board Meeting:

AN ORDINANCE AMENDING SECTION 30.01 (PRESIDENT) AND SECTION 30.27 (COMPENSATION OF TRUSTEES) CHAPTER 30 (VILLAGE ADMINISTRATION) TITLE III (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE COMPENSATION OF THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES

The enclosed Ordinance proposes to amend the Maywood Village Code in two (2) ways:

1. Increase the annual compensation of the Village President from $15,600.00 to $65,000.00, for the Village President elected to office at the municipal elections held in April, 2025, or at any subsequent municipal election; and

2. Increase the annual compensation of Board of Trustees members from $7,800.00 to $14,000.00, effective for those Trustees first assuming the duties of office following their election to office at the municipal elections held in April, 2025, or at any subsequent municipal election.

The Illinois Constitution establishes the following prohibition on changes to the compensation of elected officials during an existing term:

> "An increase or decrease in the salary of an elected officer of any unit of local government shall not take effect during the term for which that officer is elected."
>
> ILL. CONST. art. VII, § 9(b).

Additionally, the Illinois Local Government Officer Compensation Act (50 ILCS 145) and the Illinois Municipal Code (65 ILCS 5) create timelines for implementing changes to the compensation for elected offices. The Illinois Municipal Code prohibits the increase or decrease of compensation of an elected official during the term of office of any such official. 65 ILCS 5/3.1-50-5.

Under both laws, the increase or decrease of compensation for an elected official must be done at least one hundred eighty (180) days before the beginning of the terms of the officers whose compensation is to be fixed. *See* 50 ILCS 145/2; 65 ILCS 5/3.1-50-10.

The next Village of Maywood election is April 1, 2025. One hundred eighty (180) days before April 1, 2025 is October 3, 2024. The beginning of the terms for officials elected in April 2025 will be more than 180 days from consideration of this Ordinance so long as the Ordinance is adopted in advance of October 3, 2024.

Because of these statutory requirements, if approved, Village Trustees in their current term of office will not be affected by this compensation change and will continue to receive the $7,800.00 stipend until the end of their current four year term. At the earliest, the Village Board members elected or re-elected in April 2025 will receive the new compensation rate. Those Village Trustees who are elected or re-elected in April 2027 will receive the increased compensation.

If there are any questions, please feel free to contact me.

Mike

Enclosure
cc: Tori-Love Garron, Village Clerk (w/ encl.)
Frank Torres, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
James Ellexson, HR Director (w/ encl.)
Michael A. Marrs, Village Attorney (w/ encl.)

additions to existing text marked with underlined text; deletions to existing text marked using ~~strikethrough~~

ORDINANCE NO. CO-2024-____

AN ORDINANCE AMENDING SECTION 30.01 (PRESIDENT) AND SECTION 30.27 (COMPENSATION OF TRUSTEES) OF CHAPTER 30 (VILLAGE ADMINISTRATION) TITLE III (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE COMPENSATION OF THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES

WHEREAS, the Village of Maywood (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village President and Board of Trustees have discussed amending the compensation of the Maywood Village President and Board of Trustees; and

WHEREAS, the compensation of the Village President and Board of Trustees has not been diminished or increased since 2006; and

WHEREAS, pursuant to Section 3.1-50-10 of the Illinois Municipal Code (65 ILCS 5/3.1-50-10) and Section 2 of the Local Government Officer Compensation Act (50 ILCS 45/2), salaries that are fixed by ordinance for those holding elective office for a definite term must be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed; and

WHEREAS, pursuant to its home rule authority granted under Article VII (Local Government), Section 6(a) (Powers of Home Rule Units) of the Illinois Constitution of 1970, and the authority granted under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and the Local Government Compensation Act (50 ILCS 45/), the Village President and Village Board of Trustees find that it is in the best interests of the Village, the Village residents, business owners, property owners and the public to approve the Code Amendments set forth in this Ordinance.

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

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

SECTION 2: Code Amendments. Subsection I (Compensation) of Section 30.01 (President) of Chapter 30 (Village Administration) of Title III (Administration) is amended to read in its entirety at follows (additions to existing text marked with underlined text; deletions to existing text marked using ~~strikethrough~~):

> "(I) *Compensation*. The President shall receive as compensation $15,600 per year payable in biweekly increments of $600. Any President first assuming the duties of office following their election to office at the municipal elections held in April, 2025, or first assuming the duties of office following their election or appointment after any subsequent municipal election, shall receive as compensation $65,000 per year payable in biweekly increments of $2,500."

SECTION 3: Code Amendments. Section 30.27 (Compensation of Trustees) of Chapter 31 (Village Administration) of Title III (Administration) is amended to read in its entirety at follows (additions to existing text marked with underlined text; deletions to existing text marked using ~~strikethrough~~):

"**§30.27 Compensation of Trustees.**

Each Trustee of the Village shall, during his term of office, receive as compensation for his or her services as compensation $7,800 per year payable in biweekly increments of $300. Any Trustee first assuming the duties of office following their election to office at the municipal elections held in April, 2025, or first assuming the duties of office following their election or appointment after any subsequent municipal election, shall receive as compensation $14,000 per year payable in biweekly increments of $538.46."

SECTION 4: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: 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 the part affected by such decision.

SECTION 6: 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 7: 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 September, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 10th day of September, 2024, and attested to by the Village Clerk this same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Published by me in pamphlet form this ____ day of September, 2024.

_____
Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. CO-2024-_____

AN ORDINANCE AMENDING SECTION 30.01 (PRESIDENT) AND SECTION 30.27 (COMPENSATION OF TRUSTEES) CHAPTER 30 (VILLAGE ADMINISTRATION) TITLE III (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE COMPENSATION OF THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES

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 held on the 10th day of September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

I further certify that the roll call 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 September, 2024.

_____
Tori-Love Garron, Village Clerk

[SEAL]

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **September 4, 2024**
RE: **Illinois Safe Routes to School Program ("SRTS") – Pedestrian Safety Improvements Project at Garfield Elementary School: Installation of "Enhanced" Crosswalks at Ninth Avenue, Van Buren Street and Quincy Street**
Engineering Agreement with Edwin Hancock Engineering Company for Performance of Phase I Preliminary and Phase II Design Engineering Services

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Per the direction of Village Manager Frank Torres, 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. A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR PERFORMANCE OF PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS TO PAY FOR THOSE ENGINEERING SERVICES RELATED TO THE ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM ("SRTS") PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AT GARFIELD ELEMENTARY SCHOOL CONSISTING OF INSTALLATION OF "ENHANCED" CROSSWALKS AT NINTH AVENUE, VAN BUREN STREET AND QUINCY STREET.

2. Village Engineer Memorandum dated August 26, 2024.

The enclosed Resolution approves and authorizes an Engineering Agreement with Edwin Hancock Engineering Company ("Hancock" or "Village Engineer") for the performance of Phase I Preliminary and Phase II Design Engineering Services (the "Services") for the Illinois Safe Routes to School Program ("SRTS") – Pedestrian Safety Improvements Project at Garfield Elementary School consisting of the installation of "Enhanced" Crosswalks at Ninth Avenue, Van Buren Street and Quincy Street (the "Project"). A detailed description of the Project is set forth in the enclosed Village Engineer Memorandum dated August 26, 2024. The Preliminary Phase I Engineering Fee for this Project is $33,000.00 and the Design Phase II Engineering Fee for the Project is $29,000.00. A detailed description of the Services to be performed by Hancock is set forth in the enclosed Village Engineer Memorandum dated August 26, 2024. The Village will have to use General Corporate funds to pay for the Services.

The Village has received an Illinois Safe Routes to School Program ("SRTS") Grant that covers 100% of the Project construction costs and the Project construction engineering costs ($250,000). The remainder of the Project costs, including the Phase I and Phase II engineering services, will need to be paid for by the Village using its own funds.

If there are any questions, please contact me.

Mike

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
Frank Torres, 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.)
Greg Buchanan, Public Works Director (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2024-_____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR PERFORMANCE OF PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS TO PAY FOR THOSE ENGINEERING SERVICES RELATED TO THE ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM ("SRTS") PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AT GARFIELD ELEMENTARY SCHOOL CONSISTING OF INSTALLATION OF "ENHANCED" CROSSWALKS AT NINTH AVENUE, VAN BUREN STREET AND QUINCY STREET

WHEREAS, in 2024, after submitting its grant application in 2023, the Village of Maywood ("Village") was awarded $250,000.00 by the Illinois Safe Routes to School Program ("SRTS") ("Grant Award") for a Pedestrian Safety Improvements Project at Garfield Elementary School consisting of Installation of "Enhanced" Crosswalks at Ninth Avenue, Van Buren Street and Quincy Street (the "Project"). The Grant Award covers 100% of the Project construction costs and the Project construction engineering costs, but the Village is obligated to pay the Phase I Preliminary and Phase II Design Engineering Services for the Project; and

WHEREAS, SRTS is a federal assistance funds program, which is administered by the State of Illinois (the "State"), and the Village must agree to financial participation in the form of local funds to pay for certain ineligible costs if the requested SRTS Project is approved for federal funding assistance; and

WHEREAS, the Village of Maywood (the "Village") has accepted the Grant Award Funds relative to the receipt of the Grant Funds in accordance with the terms and conditions of the Grant Agreement. A copy of the Grant Agreement is incorporated by reference into this Resolution and is on file with the Village Clerk's Office; and

WHEREAS, the President and Board of Trustees of the Village desire to hire Edwin Hancock Engineering Company (the "Engineer") to perform the Phase I Preliminary Engineering Services and the Phase II Design Engineering Services for the Project. The Village Board and the Engineer agree to enter into an agreement entitled "ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR PERFORMANCE OF PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS TO PAY FOR THOSE ENGINEERING SERVICES RELATED TO THE ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM ("SRTS") PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AT GARFIELD ELEMENTARY SCHOOL CONSISTING OF INSTALLATION OF "ENHANCED" CROSSWALKS AT NINTH AVENUE, VAN BUREN STREET AND QUINCY STREET" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, under the Agreement, the estimated cost for the Engineer to complete the Phase I Preliminary Engineering Services is $33,000.00, which includes preparation of documents to address Illinois Department of Transportation ("IDOT") criteria and related correspondence, including preparation of IDOT Preliminary Design Report BLR 19100, all required exhibits, complete topographic survey of the site including inspection of all underground structures, preliminary design of proposed ADA ramps and midblock crossings in accordance with TRA-23 guidance, environmental and historical

clearances, traffic analysis, Phase I Bureau of Local Roads Kickoff Meeting and other necessary preliminary design criteria. The estimated cost for the Engineer to complete the Phase II Design Engineering Services is $29,000.00, which includes the time to perform design engineering in accordance with the scoping and parameters of the approved Project Development Report ("PDR") by IDOT, make additional engineering field topographic surveys as are necessary for the preparation of detailed plans, attend kickoff meetings and other such design meetings with IDOT, preparing and submitting necessary applications and plans to various governmental agencies, 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, assisting the Village in the issuance of proposal forms and advertising for bids through the State of Illinois (IDOT), and assisting the Village in the tabulation and interpretation of contractors' bid proposals; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and enter into the attached Agreement (**Exhibit "A"**) pursuant to their 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 entering into the Agreement is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public.

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

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

SECTION 2: Approval of Documents. The Village President and Board of Trustees of the Village authorize the approval and execution of the attached Agreement, (**Exhibit "A"**), to be entered into with the Engineer for the purpose of authorizing the Engineer to perform the Phase I Preliminary Engineering Services and the Phase II Design Engineering Services for the Project, and authorize and direct the Village President and Village Clerk, or their designees, to execute the final version of 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 President and Board of Trustees also agree to appropriate and authorize the expenditure of the General Corporate Funds to pay an amount not to exceed $62,000.00 for the performance of the Phase I Preliminary Engineering Services and the Phase II Design Engineering Services for the Project as set forth in the Agreement for the Project. The President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute the Agreement, and to execute and deliver all other instruments, payments and documents 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 of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to the Village Engineer and all other parties and agencies that are entitled to receive such documents, as required and directed by the State of Illinois or

the State's SRTS or 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 September, 2024, 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 September, 2024.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Exhibit "A"

Agreement Between
The Village Of Maywood And The Edwin Hancock Engineering Company
For Performing Phase I And Phase II Design Engineering Services Related To
The Illinois Safe Routes to School Program ("SRTS") Pedestrian Safety Improvements Project
At Garfield Elementary School Consisting Of Installation Of "Enhanced" Crosswalks
At Ninth Avenue, Van Buren Street And Quincy Street

(attached)

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES

for the

SAFE ROUTES TO SCHOOL
PEDESTRIAN SAFETY IMPROVEMENTS AT GARFIELD ELEMENTARY SCHOOL
CRTS-023-1014; 24-00144-00-MS

in

MAYWOOD, ILLINOIS

August 2024

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
PEDESTRIAN SAFETY IMPROVEMENTS AT GARFIELD ELEMENTARY SCHOOL
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 Phase I Preliminary Engineering and Phase II Design Engineering services required for the PEDESTRIAN SAFETY IMPROVEMENTS AT GARFIELD ELEMENTARY SCHOOL, hereinafter referred to as "PROJECT", which will generally include pedestrian safety crosswalk enhancements and ADA improvements along 9th Avenue at Van Buren Street and 9th Avenue at Quincy Street, in the Village of Maywood, Cook County, Illinois.

Phase I Preliminary Engineering includes the preparation of BLR 19100 report in accordance with the requirements of the Illinois Department of Transportation (IDOT) and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Phase II Design Engineering includes the preparation of plans, specifications, estimates of cost, and regulatory permits in accordance with the requirements of the Illinois Department of Transportation (IDOT) and performance of other necessary engineering services outlined in Section A.II of this Agreement.

The scope of the improvements will include the following items:

- Sidewalk removal and replacement
- Curb and gutter removal and replacement
- Placement of detectable warnings
- Pavement patching and resurfacing
- Thermoplastic pavement markings
- Solar Powered Pedestrian Activated Flashing Beacons
- Signage
- Landscaping restoration

The Safe Routes to School Project Number is CRTS-023-1014.

The Project Section Number is 24-00144-00-MS.

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 Phase I Preliminary Engineering services for the proposed improvement:

a. Preparing preliminary design criteria.

b. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.

c. Hosting of a Public Informational Meeting.

d. Preparation of the Categorical Exclusion Group 1 Report (Illinois Department of Transportation Form BLR 19100) in accordance with the current requirements of the Illinois Department of Transportation. Key items included as part of the PDR are:

i. Preliminary design of the proposed ADA ramps including curb and gutter, sidewalk, and grading.
ii. Preliminary design of proposed signage.
iii. Preliminary design of midblock crossings in accordance with IDOT TRA-23 guidance.
iv. Analysis of existing accident data at roadway crossings (as needed).
v. Coordination with existing public utilities.
vi. Preparation of preliminary estimate of costs.
vii. Attendance at several meetings including meetings with representatives of the Illinois Department of Transportation, Federal Highway Administration as well as internal meetings with the personnel from the Village.
viii. Endorsing all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
ix. 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.

II. To perform, or be responsible for the performance of, the following Phase II Design Engineering services for the proposed improvement:

a. Performing design engineering in accordance with the scoping and parameters of the approved Project Development Report (PDR) by IDOT.

b. Making additional engineering field topographic surveys as are necessary for the preparation of detailed plans.

c. Attendance at kickoff meetings and other such design meetings with the State of Illinois (IDOT).

c. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.

d. 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.

e. 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.

f. Assisting the VILLAGE in the issuance of proposal forms and advertising for bids through the State of Illinois (IDOT).

g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.

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:

i. Performance of a Preliminary Environmental Site Assessment (PESA) in accordance with the current requirements of the Illinois Department of Transportation, by Environmental Engineer.

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 Preliminary Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Thirty-Three Thousand dollars ($33,000.00)**, 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 PRELMINARY 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 Design Engineering services performed as stipulated in above Section A.II a Lump Sum Fee of Twenty-Nine Thousand dollars ($29,000.00)**, 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.II.

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 Preliminary or Design 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 subconsultant work 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 _____, 2024

VILLAGE OF MAYWOOD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Tori Love Garron, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____day of _____, 2024

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

2024 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	$160.00
ENGINEER – V	$145.00
ENGINEER – IV	$135.00
ENGINEER – III	$127.00
ENGINEER – II	$117.00
ENGINEER – I	$105.00
ENGINEERING TECHNICIAN – V	$134.00
ENGINEERING TECHNICIAN – IV	$124.00
ENGINEERING TECHNICIAN – III	$92.00
ENGINEERING TECHNICIAN – II	$73.00
ENGINEERING TECHNICIAN - I	$48.00
CAD MANAGER	$128.00
CAD - II	$108.00
CAD – I	$93.00
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. Frank Torres, 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, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

      (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

      (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis 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, forebearance, 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

Breakdown of Phase I Preliminary Engineering Fee	
Topographic Survey	$4,500
CADD Drafting	$2,500
Utility Coordination	$1,000
Meetings with Village	$1,000
Meetings with SD 89	$500
Coordination Meetings with FHWA/IDOT	$2,000
Plan Design	$7,000
Preliminary Estimate of Costs	$1,000
Public Meeting	$3,000
Project Development Report Initial Submittal	$5,000
Project Development Report Final Submittal	$1,500
Project Administration	$4,000
Phase I Preliminary Engineering Fee	**$33,000**

Breakdown of Phase II Design Engineering Fee	
Meetings with IDOT	$2,000
CADD Drafting	$4,000
Utility Coordination	$500
Selection of Ancillary Items and Meetings	$1,000
Plan Design	$7,000
Specifications	$5,000
Final Estimate of Costs	$1,500
Bureau of Design and Environment Special Provisions	$2,000
Regulatory Permits	$2,000
Project Administration	$4,000
Phase II Design Engineering Fee	**$29,000**

Estimated Sub-Consultant Fees	
True North (Preliminary Environmental Site Assessment)	$2,900

***The sub-consultant fees <u>are not included</u> within the upper limit of this agreement.**

TRUE NORTH CONSULTANTS

Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
1000 East Warrenville Road, Suite 140
Naperville IL 60563
(630) 717-2880
mbredrup@consulttruenorth.com

QUOTATION

Proposal Date: 8/5/2024
Proposal #: P124-893

Client

Edwin Hancock Engineering Company
Bill Peterhansen
9933 Roosevelt Road
Westchester, IL 60154

Project

REC Review
Safe Routes to School
Various Streets around Garfield Elementary
Maywood, Illinois 60153

Description	Quantity	Units	Rate	Amount
Potentially Impacted Property (PIP) Review	1	Project	$750.00	$750.00
Radius Map, Sanborn Maps and City Directories	1	Project	$400.00	$400.00
REC Summary Letter	1	Project	$1,750.00	$1,750.00

Subtotal	$2,900.00
Total	**$2,900.00**

REC Summary: This improvement project will involve sidewalk & striping improvements at the intersections identified on the attached Figure. True North will prepare an executive summary in tabular form of sites that have RECs (Table 1); sites that have de minimis conditions only (Table 2); sites that have neither RECs nor de minimis conditions (Table 3); and sites that are adjoining the project that also appear on regulatory lists. Due to the residential and commercial nature of the surrounding area, True North will review an EDR Radius Map Report, Sanborn maps, and city directories for the proposed project area. Aerial photographs will be reviewed online. A site reconnaissance will be performed as part of the project. It will be prepared in conformance with IDOT requirements (Open File Series 2012-1). This executive summary will be focused to the areas identified by the Client within the project. This cost estimate does not include PESA or PSI reporting. If a PESA or PSI is requested, and amended quote can be provided. A REC summary letter will be available in 4 weeks of authorization to proceed.

Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

Print Name _____ Signature: _____ Date: _____

Thank You For Your Business!

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the term Subconsultant shall refer to:

True North Consultants, Inc.

(Company Name)

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT – Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - $2,000,000 per claim/aggregate
- General Liability –
    1. 1,000,000 Each Occurrence – Bodily Injury
    2. 1,000,000 Each Occurrence – Property Damage
    3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - $1,000,000 Per Person/Per Occurrence
- Employer's Liability - $500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. R-2024- _____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ENGINEERING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR PERFORMANCE OF PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES, AND FOR THE APPROPRIATION AND EXPENDITURE OF GENERAL CORPORATE FUNDS TO PAY FOR THOSE ENGINEERING SERVICES RELATED TO THE ILLINOIS SAFE ROUTES TO SCHOOL PROGRAM ("SRTS") PEDESTRIAN SAFETY IMPROVEMENTS PROJECT AT GARFIELD ELEMENTARY SCHOOL CONSISTING OF INSTALLATION OF "ENHANCED" CROSSWALKS AT NINTH AVENUE, VAN BUREN STREET AND QUINCY STREET

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 September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

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 September, 2024.

_____
Tori-Love Garron, Village Clerk

[SEAL]

HANCOCK ENGINEERING
100 Years of Excellence
Civil Engineers ◆ Municipal Consultants ◆ Established 1911

MEMO

Date: August 26, 2024

To: Village of Maywood

Attn: Mr. Frank Torres, Village Manager

cc: Mr. Greg Buchanan, Director of Public Works
Ms. Lanya Satchell, Director of Finance

From: Bill Peterhansen, P.E., CFM

Re: Illinois Safe Routes to School
Pedestrian Safety Improvements - Garfield Elementary School
Engineering Agreement – Phase I and II Engineering

Background

The Village was recently awarded the Illinois Safe Routes to School (SRTS) grant for Pedestrian Safety Improvements at Garfield Elementary School, in the amount of $250,000. The grant covers 100% of Construction and Construction Engineering. Phase I and Phase II Engineering is then to be performed by the sponsor at the rate of 100%.

Summary of Project Scope

The primary focus of the project includes installation of "enhanced" crosswalks across 9th Avenue. A feature of the enhanced crosswalks includes "bump-outs" to reduce both the amount of travel time and distance for pedestrians crossing the roadway, as well as improved visibility. The crosswalks can be redesigned to channelize pedestrians to two (2) distinct crossings (one at Van Buren Street, and another at Quincy Street) and avoid multiple redundant crossings of 9th Avenue as currently exist. Also included in the project are pedestrian activated solar powered flashing beacons to further increase visibility of pedestrians to motorists. Striping improvements as well as ADA ramps will also be included.

Generally, the pedestrian crossings will be crafted to reflect a similar scheme as found along 5th Avenue within the Village of Maywood as well as within neighboring Forest Park along Madison Street.

Further improvements include updated regulatory signage in the vicinity of the school, thermoplastic pavement marking improvements/maintenance, and the replacement of certain

sidewalk ramps in need of improvement at 8th Avenue and Van Buren Street as well as 8th Avenue and Quincy Street (as funding allows).

Summary of Costs

Note that the Safe Routes to School grant will cover 100% of Construction and Construction Engineering costs ($250,000). The remainder of the costs include Phase I and Phase II Engineering, which will need to be addressed by the Village.

Summary of Engineering Agreement

The Preliminary Phase I Engineering Fee for this project is $33,000, which primarily includes IDOT criteria and correspondence including preparation of IDOT Preliminary Design Report BLR 19100, all required exhibits, complete topographic survey of the site including inspection of all underground structures, preliminary design of proposed ADA ramps and midblock crossings in accordance with TRA-23 guidance, environmental and historical clearances, traffic analysis, Phase I Bureau of Local Roads Kickoff Meeting and other necessary preliminary design criteria.

The Design Phase II Engineering Fee of $29,000 represents the time to perform design engineering in accordance with the scoping and parameters of the approved Project Development Report (PDR) by IDOT, make additional engineering field topographic surveys as are necessary for the preparation of detailed plans, attend kickoff meetings and other such design meetings with IDOT, preparing and submitting necessary applications and plans to various governmental agencies, 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, assisting the Village in the issuance of proposal forms and advertising for bids through the State of Illinois (IDOT), and assisting the Village in the tabulation and interpretation of contractors' bid proposals.

Proposed Timeline of Improvements

The earliest the project may be constructed in 2026 due to the duration of IDOT plan approval process, construction letting schedule, preconstruction meeting process, and also ensuring the project is constructed during the school's summer recess. The intention is to be conservative with the schedule and minimize any impacts to the patrons of Garfield Elementary School. As such, we are targeting a Phase I Design Approval date of July 28, 2025, Phase II Design Approval date of September 12, 2025 and a November 7, 2025 Construction Letting. Again, this allows some cushion in the schedule in case of any unknowns and will still allow the project to be constructed in summer of 2026.

Action

An engineering agreement is attached to this memo. If the board would like to move forward with the project, a resolution will need to be approved.

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

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559
www.ktjlaw.com

MEMORANDUM

To: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
From: **Michael T. Jurusik**
Date: **September 4, 2024**
Re: **Madison Street / Fifth Avenue Tax Increment Financing (TIF) District, General Corporate Fund and Surface Transportation Program Local (STP-L) Funding**
2026 5th Avenue Resurfacing Improvements Project (Harrison Street to Quincy Street)
Professional Services Agreement with Edwin Hancock Engineering Company for
Phase I Preliminary Engineering Services and Phase II Design Engineering Services

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Per the request of Village Manager Frank Torres, I have enclosed the following documents for review, discussion and action during an upcoming Committee of the Whole Meeting / Special Village Board Meeting:

1. RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2026 5TH AVENUE RESURFACING IMPROVEMENTS PROJECT (HARRISON STREET TO QUINCY STREET) IN MAYWOOD, ILLINOIS, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS AND GENERAL CORPORATE FUNDS TO PAY FOR THE PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES RELATED TO THE PROJECT, with a copy of the Agreement attached as Exhibit "A" to the Resolution.
2. Hancock Memorandum dated August 23, 2024.

Project and Scope of Work

See the enclosed Village Engineer's Memorandum dated August 23, 2024 for the description of the 2026 5th Avenue Resurfacing Improvements Project (Harrison Street to Quincy Street) ("Project") and the Scope of Work for the Project.

The estimated construction cost to complete the Project is $400,000.00. Federal Surface Transportation Program Local (STP-L) Funds will pay 80% of the construction costs ($346,400.00), with the Village of Maywood ("Village") providing a 20% match. The remainder of the Project costs, including Phase I and Phase II Engineering work, will be paid by the Village. 33% of the Project work is located within the boundaries of the Madison Street / Fifth Avenue Tax Increment Financing District ("Madison TIF District") and the remainder of the Project work is located outside of the Madison TIF District. The funding sources for the Project consist of funds from the Madison TIF District Fund, the Village's General Corporate Fund and the federal Surface Transportation Program Local (STP-L) Funds.

The enclosed Professional Engineering Services Agreement provides for the payment to the Engineer for the furnishing of the Engineering Services for the Project as follows: (a) Phase I Preliminary Engineering Services in an amount not to exceed $22,000.00; and (b) Phase II Design Engineering Services in an amount not to exceed $47,000.00.

Eligibility of Project for TIF District Fund Reimbursement

A portion of the costs associated with the Project are eligible for payment from the Madison TIF District Fund because: (1) the roadways to be reconstructed are located within the Madison TIF District; and (2) the costs are the type of improvements that are included under the definition of "redevelopment

project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q). Specifically, the proposed Project falls within the following categories of reimbursable TIF-eligible redevelopment project costs:

> (q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following: ***
>
> (1) Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.
>
> ....
>
> (4) Costs of the construction of public works or improvements, ...

Compliance with the Madison Street/Fifth Avenue TIF Plan:

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

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

A portion of the Project area is located within the boundaries of the Madison TIF District and the remainder of the Project area is located outside of the Madison TIF District, and, as such, the Project funding eligibility allocation is as follows:

Madison Street / Fifth Avenue TIF District Fund:	33.0%
General Fund:	67.0%

The enclosed Ordinance approves and authorizes the appropriation and expenditure of the Madison / Fifth Avenue TIF District Funds to pay for a portion of the Project.

Mike

Enclosures

cc: Tori-Love Garron, Village Clerk (w/ encls.)
Frank Torres, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Greg Buchanan, Interim Public Works 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.)

Draft 9.4.2024 **RESOLUTION NO. R-2024-_____**

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2026 5TH AVENUE RESURFACING IMPROVEMENTS PROJECT (HARRISON STREET TO QUINCY STREET) IN MAYWOOD, ILLINOIS, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS AND GENERAL CORPORATE FUNDS TO PAY FOR THE PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES RELATED TO THE PROJECT

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

WHEREAS, the Madison Street / Fifth Avenue TIF District (the "Madison TIF District") was established on March 27, 1997 with the adoption of Ordinance No. CO-97-01 (Approving the Redevelopment Project And Plan), Ordinance No. CO-97-02 (Designating the Project Area) and Ordinance No. CO-97-03 (Adoption Of Tax Increment Allocation Financing for the Redevelopment Project Area). On March 13, 2013, with the adoption of Ordinance No. CO-2013-12, the Corporate Authorities extended the term of the TIF District to December 31, 2020, subject to receipt of year 2020 incremental real estate tax revenues during calendar year 2021. With the passage of Public Act 101-0647 (Illinois Governor signed on June 26, 2020 with immediate effective date) and Village Ordinance No. CO-2020-40 (adopted December 29, 2020), a 12 year term extension for the TIF District received legislative approval and authorization and Village approval, which extended the duration of the TIF District to December 31, 2032, subject to receipt of year 2032 incremental real estate tax revenues during calendar year 2033; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois desire to hire Edwin Hancock Engineering Company (the "Engineer") to perform Phase I Preliminary and Phase II Design Engineering Services (the "Services") associated with the following improvements to be made in calendar year 2026: the 2026 5th Avenue Resurfacing Improvements Project (the "Project") in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 5TH AVENUE RESURFACING IMPROVEMENTS PROJECT (HARRISON STREET TO QUINCY STREET) IN MAYWOOD, ILLINOIS" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Engineer has prepared a memorandum dated August 23, 2024 that provides a detailed summary of the Project and the estimated costs to complete the Project, a copy of which is on file with the Village Clerk's Office and is incorporated by reference into this Resolution. The estimated construction cost to complete the Project is $400,000.00, and the Project work is located partially within

the boundaries of the Madison TIF District and consists of: Pavement resurfacing improvements to 5th Avenue Resurfacing Improvements Project from Harrison Street to Quincy Street; and

WHEREAS, the source of monies used to pay for the construction of the Project will consist of a mix of federal Surface Transportation Program Local (STP-L) Funds, Village General Corporate Funds and funds from the Madison Street / 5th Avenue Tax Increment Financing District Fund ("Madison TIF District Funds"). 33% of the Project work is located within the boundaries of the Madison TIF District and the remainder of the Project work is located outside of the Madison TIF District. The Services provided under the attached Agreement will be paid for using the Madison TIF District Funds and the Village General Corporate Funds, based on a 33% / 67% allocation attributable to the Project area. A portion of the construction costs for the Project and a portion of the Services provided for in the attached Agreement are eligible expenses that can be paid for in part with Madison TIF District Funds pursuant to the applicable provisions of the TIF Act; and

WHEREAS, the Agreement provides for the payment to the Engineer for the furnishing of the Services for the Project as follows: (a) Phase I Preliminary Engineering Services in an amount not to exceed $22,000.00; and (b) Phase II Design Engineering Services in an amount not to exceed $47,000.00; and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sums from the Madison TIF District Funds and the Village General Corporate Funds for the purpose of paying the Engineer to perform the Services for the Project in accordance with the Agreement; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII (Local Government), Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), the TIF Act and the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement, and find that entering into the Agreement is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, 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. The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached Agreement (**Exhibit "A"**) to be entered into with the Engineer, or any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, for the purpose of authorizing the Engineer to perform the Preliminary And Design Engineering Services for the Project. In addition, the President and Board of Trustees authorize and direct the President and Clerk, or their designees, to execute all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Appropriation and Authorization of Expenditure of TIF Funds and Other Village Funds for Performance of Project-Related Services Under the Agreement. The President and Board of Trustees of the Village of Maywood authorize the appropriation and expenditure of Madison TIF District Funds and Village General Corporate Funds to pay for the Phase I Preliminary and Phase II Design Engineering Services provided for under the attached Agreement, and the appropriation and expenditure of such other eligible, available public funds, to pay the following amounts for the performance of the Services set forth in the Agreement for the Project: (a) Phase I Preliminary Engineering Services in an amount not to exceed $22,000.00; and (b) Phase II Design Engineering Services in an amount not to exceed $47,000.00.

SECTION 4: Delivery of the Agreement and Other Documents. The Village Clerk, or their designee, shall 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: Repealer; Severability; Ratification. All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Resolution, nor any part thereof, other than that part affected by such decision. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Resolution, whether taken before or after the adoption of this Resolution, are ratified, confirmed and approved.

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

ADOPTED this 10th day of September, 2024, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this 10th day of September, 2024, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Exhibit "A"

AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 5TH AVENUE RESURFACING IMPROVEMENTS PROJECT (HARRISON STREET TO QUINCY STREET) IN MAYWOOD, ILLINOIS

(attached)

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES

for the

5TH AVENUE RESURFACING IMPROVEMENTS
HARRISON STREET TO QUINCY STREET

in

MAYWOOD, ILLINOIS

August 2024

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
5TH AVENUE RESURFACING IMPROVEMENTS – HARRISON STREET TO QUINCY STREET
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 Phase I Preliminary Engineering and Phase II Design Engineering services required for the 5TH AVENUE RESURFACING IMPROVEMENTS – HARRISON STREET TO QUINCY STREET, hereinafter referred to as "PROJECT", which will generally include milling the existing asphalt pavement, preparing the surface for placement of hot-mix asphalt binder and surface courses, intermittent removal and replacement of curb areas and sidewalk in ADA compliance, adjusting frame/lids for pavement structures, pavement striping, signage, and other related work required to construct this improvement in the Village of Maywood, Cook County, Illinois.

Phase I Preliminary Engineering includes the preparation of BLR 19100 report in accordance with the requirements of the Illinois Department of Transportation (IDOT) and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Phase II Design Engineering includes the preparation of plans, specifications, estimates of cost, and regulatory permits in accordance with the requirements of the Illinois Department of Transportation (IDOT) and performance of other necessary engineering 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 Phase I Preliminary Engineering services for the proposed improvement:

a. Preparing preliminary design criteria.

b. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.

c. Preparation of the Categorical Exclusion Group 1 Report (Illinois Department of Transportation Form BLR 19100) in accordance with the current requirements of the Illinois Department of Transportation. Key items included as part of the PDR are:

a. Preparing preliminary design criteria.
b. Utilizing existing topographic surveys and available geographic documents as necessary for the preparation of preliminary plans.
c. Preparing preliminary plans, typical sections, and estimates of construction costs as are necessary for completion of the Project Development Report to be reviewed by IDOT prior to Phase I approval.
d. Preparing and completing the required Phase I Project Development Report (IDOT Form BLR 19100).
e. Preparing and completing the required Exhibits to include in the Project Development Report.
f. Performing a Basic Traffic Analysis for the project limits.
g. Conducting preliminary coordination meetings with IDOT and the VILLAGE as required.
h. Endorsing all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
i. 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.

II. To perform, or be responsible for the performance of, the following Phase II Design Engineering services for the proposed improvement:

a. Performing design engineering in accordance with the scoping and parameters of the approved Project Development Report (PDR) by IDOT.

b. Making additional engineering field topographic surveys as are necessary for the preparation of detailed plans.

c. Attendance at kickoff meetings and other such design meetings with the State of Illinois (IDOT).

c. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.

d. 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.

e. 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.

f. Assisting the VILLAGE in the issuance of proposal forms and advertising for bids through the State of Illinois (IDOT).

g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.

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:

i. Performance of a Preliminary Environmental Site Assessment (PESA) in accordance with the current requirements of the Illinois Department of Transportation, by Environmental Engineer.

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 Preliminary Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Twenty-Two Thousand dollars ($22,000.00)**, 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 PRELMINARY 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 Design Engineering services performed as stipulated in above Section A.II a Lump Sum Fee of Forty-Seven Thousand dollars ($47,000.00)**, 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.II.

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 Preliminary or Design 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 subconsultant work 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 _____, 2024

VILLAGE OF MAYWOOD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Tori Love Garron, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____day of _____, 2024

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

2024 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	$160.00
ENGINEER – V	$145.00
ENGINEER – IV	$135.00
ENGINEER – III	$127.00
ENGINEER – II	$117.00
ENGINEER – I	$105.00
ENGINEERING TECHNICIAN – V	$134.00
ENGINEERING TECHNICIAN – IV	$124.00
ENGINEERING TECHNICIAN – III	$92.00
ENGINEERING TECHNICIAN – II	$73.00
ENGINEERING TECHNICIAN - I	$48.00
CAD MANAGER	$128.00
CAD - II	$108.00
CAD – I	$93.00
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. Frank Torres, 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, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

      (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

      (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis 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, forebearance, 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

Breakdown of Phase I Preliminary Engineering Fee	
Topographic Survey	$3,500
CADD Drafting	$2,000
Utility Coordination	$1,000
Coordination Meetings with IDOT	$2,100
Plan Design	$4,000
Preliminary Estimate of Costs	$1,000
Project Development Report Initial Submittal	$4,900
Project Development Report Final Submittal	$1,500
Project Administration	$2,000
Phase I Preliminary Design Engineering Fee	**$22,000**

Breakdown of Phase II Design Engineering Fee	
Meetings with IDOT	$2,000
CADD Drafting	$6,000
Utility Coordination	$500
Plan Design	$14,500
Specifications	$6,000
Final Estimate of Costs	$3,000
Bureau of Design and Environment Special Provisions	$5,000
Regulatory Permits	$4,000
Project Administration	$6,000
Phase II Design Engineering Fee	**$47,000**

Estimated Sub-Consultant Fees	
True North (Preliminary Environmental Site Assessment)	$2,900

***The sub-consultant fees <u>are not included</u> within the upper limit of this agreement.**

TRUE NORTH CONSULTANTS

Trusted Partner. Leading Environmental Solutions.

True North Consultants, Inc.
1000 East Warrenville Road, Suite 140
Naperville IL 60563
(630) 717-2880
mbredrup@consulttruenorth.com

QUOTATION

Proposal Date: 8/20/2024
Proposal #: P124-960

Client

Edwin Hancock Engineering Company
Bill Peterhansen
9933 Roosevelt Road
Westchester, IL 60154

Project

REC Review
5th Avenue Resurfacing Improvements
5th Ave: Harrison Street to Quincy Street
Maywood, Illinois 60153

Description	Quantity	Units	Rate	Amount
Potentially Impacted Property (PIP) Review	1	Project	$750.00	$750.00
Radius Map, Sanborn Maps and City Directories	1	Project	$400.00	$400.00
REC Summary Letter	1	Project	$1,750.00	$1,750.00

Subtotal	$2,900.00
Total	**$2,900.00**

REC Summary: This improvement project will involve sidewalk & striping improvements at the intersections identified on the attached Figure. True North will prepare an executive summary in tabular form of sites that have RECs (Table 1); sites that have de minimis conditions only (Table 2); sites that have neither RECs nor de minimis conditions (Table 3); and sites that are adjoining the project that also appear on regulatory lists. Due to the residential and commercial nature of the surrounding area, True North will review an EDR Radius Map Report, Sanborn maps, and city directories for the proposed project area. Aerial photographs will be reviewed online. A site reconnaissance will be performed as part of the project. It will be prepared in conformance with IDOT requirements (Open File Series 2012-1). This executive summary will be focused to the areas identified by the Client within the project. This cost estimate does not include PESA or PSI reporting. If a PESA or PSI is requested, and amended quote can be provided. A REC summary letter will be available in 4 weeks of authorization to proceed.

Authorization to Proceed

1. The hereby agree to the proposed scope, schedule and fees set forth within.
2. The attached terms and conditions are an integral part of this agreement.
3. Upon execution, this document represents a binding authorization to proceed.

Client Acceptance (sign below):

Print Name _____ Signature: _____ Date: _____

Thank You For Your Business!

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the term Subconsultant shall refer to:

True North Consultants, Inc.

(Company Name)

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT – Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - $2,000,000 per claim/aggregate
- General Liability –
    1. 1,000,000 Each Occurrence – Bodily Injury
    2. 1,000,000 Each Occurrence – Property Damage
    3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - $1,000,000 Per Person/Per Occurrence
- Employer's Liability - $500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. R-2024-_____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2026 5TH AVENUE RESURFACING IMPROVEMENTS PROJECT (HARRISON STREET TO QUINCY STREET) IN MAYWOOD, ILLINOIS, AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING DISTRICT FUNDS AND GENERAL CORPORATE FUNDS TO PAY FOR THE PHASE I PRELIMINARY AND PHASE II DESIGN ENGINEERING SERVICES RELATED TO THE PROJECT

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 10th day of September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

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 September, 2024.

_____
Tori-Love Garron, Village Clerk

[SEAL]

HANCOCK ENGINEERING 100 Years of Excellence

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MEMO

Date: August 23, 2024

To: Village of Maywood

Attn: Mr. Frank Torres, Village Manager

cc: Mr. Greg Buchanan, Director of Public Works
Ms. Lanya Satchell, Director of Finance

From: Bill Peterhansen, P.E., CFM

Re: 5th Avenue Resurfacing Improvements – Surface Transportation Program Local (STP-L)
Harrison Street to Quincy Street
Engineering Agreement – Phase I and II Engineering

Background

The Village had previously applied for Surface Transportation Funding Local (STP-L) funding for future roadway improvements along 5th Avenue from Harrison Street to Quincy Street through the North Central Council of Mayors (NCCM). The project has been programmed for Federal Fiscal Year 2026, and is receiving $346,400 in federal funds for construction. Attached is our proposed engineering agreement to provide preliminary and design engineering services related to the construction of the referenced improvements.

Summary of Project Scope

5th Avenue from Harrison Street to Quincy Street will be resurfaced for a length of approximately 1,000', including replacement of intermittent concrete curb and gutter, and sidewalk, installation of ADA compliant sidewalk ramps where needed, intermittent full depth pavement patching, repair/replacement of utility structures and drainage pipes where needed, removal of existing hot-mix asphalt surface, installation of hot-mix asphalt leveling binder and surface courses, thermoplastic pavement markings, landscaping restoration and other ancillary work.

Summary of Costs

Note that federal funds will cover 80% of construction ($346,400), with the Village to provide a 20% match. The remainder of the costs including Phase I and Phase II Engineering will need to be addressed by the Village. Approximately 33% of the project area lies within the Madison TIF district and as such is eligible for Madison TIF funds for that portion of the work.

Summary of Engineering Agreement

The Preliminary Phase I Engineering Fee for this project is $22,000, which primarily includes IDOT criteria and correspondence including preparation of IDOT Preliminary Design Report BLR 19100, all required exhibits, complete topographic survey of the site including inspection of all underground structures, environmental and historical clearances, traffic analysis, Phase I Bureau of Local Roads Kickoff Meeting and other necessary preliminary design criteria.

The Design Phase II Engineering Fee of $47,000 represents the time to verify existing drainage patterns, design ADA compliant curb ramps, sidewalk improvements, and underground utility improvements; prepare detailed proposed plans of the improvements per IDOT standards; prepare detour plans, maintenance of traffic plans; prepare specifications and bid documents in accordance with respective policies and procedures of IDOT; the submittal and obtainment of permits to the Metropolitan Water District of Greater Chicago regarding sewer improvements within a combined sewer area, the submittal and obtainment of permits to the IEPA regarding erosion control practices, and the preparation and submittal of detailed estimates of construction costs per IDOT standards.

Project Schedule

Based on recent review timing from IDOT District One, we recommend starting the Phase I Preliminary Engineering this Fall of 2024 and entering the IDOT milestone approval and design review process as early as possible. The intention is to keep the project on track for a letting in November 2025 which is the first letting offered for projects receiving funding in FFY 2026. This will provide for the most competitive contractor pricing possible and reduce the risk of ever having to forfeit programmed federal funding. Construction is then scheduled to follow in April of 2026.

Action

An engineering agreement may be found attached to this memo. If the board would like to move forward with the project, a resolution will need to be approved.

We are available, at your convenience, to answer any questions regarding this project and our proposal.

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984.6432
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik**
DATE: **September 4, 2024**
RE: **Grant Application for Illinois Department of Transportation ("IDOT") / Illinois Transportation Enhancement Program 2024 Prairie Path Lighting and Safety Enhancements Project (West Village Limits to 5th Avenue)**

Per the request of the Village Engineer, I have enclosed the following document for your review, consideration and action at the September 10, 2024 Combined Committee of the Whole / Special Village Board Meeting:

1. A RESOLUTION AUTHORIZING THE EXECUTION OF AND SUBMITTAL OF A GRANT APPLICATION TO THE 2024 ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) FOR THE PRAIRIE PATH ENHANCEMENTS (WEST VILLAGE LIMITS TO 5TH AVENUE).

2. Village Engineer's Memorandum dated August 21, 2024.

For detailed information about the ITEP Grant Application and the Prairie Path Lighting and Safety Enhancements Project (the "Project"), please see the Village Engineer's Memorandum dated August 21, 2024 (attached). A copy of the ITEP Grant Application will be attached to the Resolution as Exhibit "A".

Village Board approval of the enclosed Resolution will authorize and approve the submittal of the grant application to IDOT's Illinois Transportation Enhancement Program ("ITEP") for the Project. If the ITEP Grant Application is approved, the Village Board will have an opportunity to review and take action on the ITEP Grant Application at a later date, which is a separate document and needs separate Village approval.

If there are any questions, please contact me.

Mike

Enclosures
cc: Tori-Love Garron, Village Clerk (w/ encls.)
Frank Torres, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Angela Smith, Director of Community Development Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Greg Buchanan, Public Works Director (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Bill Peterhansen, Village Engineer (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2024- _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AND SUBMITTAL OF A GRANT APPLICATION TO THE 2024 ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) FOR THE PRAIRIE PATH ENHANCEMENTS (WEST VILLAGE LIMITS TO 5TH AVENUE)

WHEREAS, Transportation Enhancement activities have been eligible for funding under the Surface Transportation Program since its inception under the Intermodal Surface Transportation Efficiency Act of 1991 (P.L.102-240). In 1998, the United States Congress amended the definition of Transportation Enhancement activities by inserting the phrase "relates to surface transportation" as part of the Transportation Equity Act for the 21st Century (P.L. 105-178). In 2005, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (P.L. 105-59) restated the requirement that "activities relate to surface transportation," listed the twelve eligible Transportation Enhancement activities and made minor revisions to clarify project eligibility. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users also set a minimum base for Transportation Enhancement funding based on fiscal year 2005 apportionments; and

WHEREAS, the Illinois Department of Transportation ("IDOT") administers the distribution of funds made available under the Transportation Enhancement Program; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, Cook County, Illinois (the "Village Board") desire to authorize and approve of the submittal of a grant application to IDOT's Illinois Transportation Enhancement Program ("ITEP") for the project referred to as the "Prairie Path Lighting and Safety Enhancements Project (West Village Limits to 5th Avenue)" (the "Project"), which, if approved, will be constructed within the guidelines and regulations of the Transportation Enhancement Program and its Grant. The ITEP Grant Application will be completed by the Village Engineer via an on-line IDOT portal and a completed copy will be maintained in the Village Clerk's Office and is incorporated into this Resolution by reference as **Exhibit "A"** and made a part hereof; and

WHEREAS, pursuant to its authority set forth in Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Illinois Constitution of 1970 and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the President and Board of Trustees of the Village of Maywood ("Village") find that it is in the Village's best interests to authorize the approval, execution and submittal of the ITEP Grant Application to the ITEP to request funding for the Project.

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

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

SECTION 2: Approval of ITEP Grant Application. The President and Board of Trustees of the Village of Maywood authorize the approval, execution and submittal of the ITEP Grant Application and all other necessary documents to IDOT's Illinois Transportation Enhancement Program in order for the Village to be eligible to receive the ITEP Grant and to construct the Project, and further authorize the following actions:

A. The Village President, the Village Clerk, the Village Manager, the Village Attorney and the Village Engineer, or their designees, are authorized to execute and submit the ITEP Application and such other documents and supplemental materials as are necessary to file a complete ITEP Grant Application with IDOT's Illinois Transportation Enhancement Program on behalf of the Village of Maywood or as requested by IDOT as part of the application process.

B. The Village Manager, the Village Attorney and the Village Engineer, or their designees, are authorized to communicate and meet with staff and consultants from IDOT's Illinois Transportation Enhancement Program regarding the ITEP Application in order to facilitate the consideration and approval of the Application by the ITEP.

SECTION 3: Direction to Act. In addition, 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, the Village Attorney and the Village Engineer, or their designees, to execute such instruments and other documents to make the approved expenditures and take such other necessary actions to comply with the authorization and direction set forth in this Resolution.

SECTION 4: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval, or as otherwise provided by law.

ADOPTED this 10th day of September, 2024, 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 September, 2024.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Exhibit "A"

Grant Application of
Illinois Department of Transportation / Illinois Transportation Enhancement Program
For Prairie Path Lighting and Safety Enhancements Project
(West Village Limits to 5th Avenue)

(the completed and submitted Grant application is incorporated herein by reference and will be retained on file in the Village Clerk's Office)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Tori-Love Garron, the duly 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 Resolution now on file in my office, entitled:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AND SUBMITTAL OF A GRANT APPLICATION TO THE 2024 ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) FOR THE PRAIRIE PATH ENHANCEMENTS (WEST VILLAGE LIMITS TO 5TH AVENUE)

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 10th day of September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

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 the 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 September, 2024.

By:_____
Tori-Love Garron, Village Clerk

SEAL

HANCOCK ENGINEERING 100 Years of Excellence

Civil Engineers ◆ Municipal Consultants ◆ Established 1911

MEMO

Date: August 21, 2024

To: Village of Maywood

Attn: Mr. Frank Torres, Village Manager

cc: Mr. Greg Buchanan, Director of Public Works
Ms. Lanya Satchell, Director of Finance

From: Bill Peterhansen, P.E., CFM

Re: Illinois Transportation Enhancement Program (ITEP) - Grant Application
Prairie Path Lighting and Safety Improvements - West Village Limits to 5th Avenue
Phase III Construction and Construction Engineering

We recently met with Village staff and discussed the submittal of an application for the 2024 Illinois Transportation Enhancement Program (ITEP). The ITEP program is offered on a cyclical basis and typically becomes available every two years. The program offers federal funding for projects such as Pedestrian/Bicycle Facility Improvements and Streetscapes.

Background

The ITEP program maintains approximately $140 Million dollars of funding for the State of Illinois with a maximum of three million dollars to be allotted per project. The breakdown of cost sharing is eighty percent (80%) federal funding with twenty percent (20%) local matching funds. The federal participation is applicable to all phases of engineering (Phase I, II, and III) as well as construction. Several exceptions include Right-of-Way acquisition, easements, and street lighting. Those items would receive fifty percent (50%) federal funding with fifty percent (50%) local matching funds required.

At least 20% of the projects are slated to be awarded to "high need communities" and the local matching funds required shall be determined based on a sliding scale.

2024 Application Submittal

The following project is brought forward for board consideration:

Prairie Path Lighting and Safety Improvements – (West Village Limits to 5th Avenue)

The primary focus of the project is to install pedestrian lighting along the Prairie Path, to improve safety for pedestrians and cyclists who utilize the path in leisure and/or commuting to work. The project would provide complete lighting along the Prairie Path through the Village. The Village previously addressed the section of Prairie Path from 5th Ave. to 1st Ave. with lighting, which was installed as part of a DCEO grant in 2005. Other elements in the project design include enhanced crosswalk signage, pedestrian activated solar powered flashing beacons, striping improvements, ADA updates (where needed), signage consistent with the Prairie Path regional theme including milepost and directional signs, benches, bicycle racks, trees, and other decorative landscaping improvements.

The Village received an Invest in Cook Grant to pay for the Phase I Preliminary Engineering and Phase II Design Engineering of this project. The Phase I Preliminary Engineering is currently 98% complete and anticipated to receive final signoff from IDOT-District One in the next month. As such, the project is considered "shovel ready" and will be looked upon favorably by the ITEP grant review team.

Funding

Generally, 80% of construction and construction engineering funding would be covered by the ITEP grant and 20% matching funds would be eligible to come from a combination of the Madison TIF and General Fund.

Approximately 75% of the project is within the Madison TIF, leaving only 25% of the matching funds (the section between 9th Avenue and 5th Avenue) to be paid for through the General Fund or another funding source. We will request just over 1.9 Million dollars in ITEP funds for the project. A breakdown of projected costs is as follows:

ITEM	Federal Funds (80%)	Matching Funds (20%)		TOTAL
		Madison TIF	Corporate Fund	
Construction	$1,724,200	$ 323,300	$ 107,750	$ 2,155,250
Construction Engineering	$ 189,600	$ 35,550	$ 11,850	$ 237,000
Total	**$1,913,800**	**$ 358,850**	**$ 119,600**	**$ 2,392,250**

Proposed Schedule of Improvements

If awarded, the project would be slated for an IDOT letting in Springfield in late 2025 with construction to begin in early 2026, based upon anticipated IGA approval date and lengthy process of the IDOT letting schedule.

Action

If the Village Board is interested in moving forward with this grant application we will complete it by the September 30, 2024 deadline. A resolution is required to be included in the grant application.

Based on IDOT's emphasis on bicycle facilities, concentration on communities in need, and regional improvements, we believe this project is a strong candidate for funding.

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

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Office: 312.984 6432
Email:mtjurusik@ktjla

900 Oakmont Lane
Westmont, Illinois 60559

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael T. Jurusik and Carlos S. Arévalo**
DATE: **September 4, 2024**
RE: **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER (Term: May 1, 2024 Through April 30, 2027)**

We have enclosed the following documents for review, consideration and action at the September 10, 2024 Committee of the Whole / Special Village Board Meeting:

> A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER (Term: May 1, 2024 Through April 30, 2027), with a copy of the Agreement attached as Exhibit "A" to the Resolution

Village of Maywood ("Village") staff negotiated the enclosed Agreement with ICOP, the Police Sergeants' union, in the last few weeks. We participated in mediation for two sessions and this effort resulted in an agreement on wages.

The general provisions of the Agreement are unchanged from previous versions. The only changes relate to the annual wage increases over the three-year term of the Agreement with 3.25%, 3.5% and 3.5% going into effect on May 1st of every year. The Agreement will expire April 30, 2027.

ICOP ratified the Agreement ahead of the Maywood 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

Enclosures
cc. Tori-Love Garron, Village Clerk (w/ encls.)
Frank Torres, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Elijah Willis, Police Chief (w/ encls.)
James Ellexson, HR Director (w/ encls.)
Michael A. Marrs, Village Attorney (w/ encls.)

2018649_1

RESOLUTION NO. R-2024- _____

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER (TERM: MAY 1, 2024 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 Police Sergeants in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER (TERM: MAY 1, 2024 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 wage rate market adjustments and 3.25%, 3.5% and 3.5% annual increases for the term of the Agreement; and

WHEREAS, pursuant to their 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, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), the President and Board of Trustees of the Village find that approving and 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, 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 ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER (TERM: MAY 1, 2024 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. After the approval of this Resolution and the Agreement by the President and Board of Trustees of the Village, the Village Clerk, or their designee, is

directed to 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 September, 2024 pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED this 10th day of September, 2024, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Exhibit "A"

**AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD,
AN ILLINOIS MUNICIPAL CORPORATION, AND ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER
(TERM: MAY 1, 2024 THROUGH APRIL 30, 2027)**

(attached)

AGREEMENT BETWEEN

ILLINOIS COUNCIL OF POLICE

AND

VILLAGE OF MAYWOOD

SERGEANT CHAPTER

May 1, 2024 - April 30, 2027

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AGREEMENT

This Agreement is entered into by and between the VILLAGE OF MAYWOOD, ILLINOIS, (hereinafter called the "VILLAGE") and the ILLINOIS COUNCIL OF POLICE (hereinafter called the "UNION").

ARTICLE I - RECOGNITION AND REPRESENTATION

Section 1.1 Recognition of Representative Unit as Agent with Respect to Wages.

The VILLAGE recognizes the UNION as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for employees classified as "POLICE SERGEANTS".

Section 1.2. Union Membership.

The VILLAGE does not and will not object to UNION membership by its employees. For the purpose of this section and this Agreement, an employee shall be considered to be a member of the UNION if he/she tenders the dues required, as well as a signed dues and membership authorization card to the appropriate UNION personnel.

ARTICLE II - DEDUCTION OF UNION DUES AND MAINTENANCE OF MEMBERSHIP

Section 2.1. Deduction and Payment of Union Dues.

Dues shall be deducted by the VILLAGE and paid to the UNION in accordance with the amount stated in the respective signed dues deduction authorization card(s) or set by the UNION submitted to the employer by the employee.

Section 2.2. Indemnification.

The UNION shall indemnify the VILLAGE and hold it 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 VILLAGE for the purpose of complying with the provisions of the Article provided that the Village does not initiate or prosecute any claim or demands.

ARTICLE III - NO DISCRIMINATION

Neither the VILLAGE nor the UNION shall discriminate against any employee because of race, creed, color, national origin, sex, UNION activity, disability, sexual orientation, or other protected basis.

ARTICLE IV - MANAGEMENT RIGHTS

The VILLAGE shall retain the sole right and authority to operate and direct the affairs of the VILLAGE and the Maywood Police Department (hereinafter called the "Police Department") in all its various aspects including (but not limited to) all rights and authority exercised by the VILLAGE prior to the execution of this Agreement, except as modified in the Agreement.

Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by other employees of the VILLAGE, to assign and transfer employees; to hire, promote, demote, suspend, discipline for just cause, or discharge

for just cause, or relieve employees due to lack of work or for other legitimate reasons; to establish job positions and classifications; to make and enforce reasonable rules and regulations; to change methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

Inherent management functions, prerogatives and policy-making rights, whether listed above or not, which the Village has not expressly restricted by a specific provision of this Agreement are not in any way directly or indirectly subject to the grievance and arbitration procedures contained herein.

ARTICLE V - CONDUCT OF DISCIPLINARY INVESTIGATION

The parties agree that this Article is intended to supplement the provisions of the Peace Officers Disciplinary Act, not to replace it.

Section 5.1.

Whenever a sergeant covered by this Agreement is the subject of a disciplinary Investigation, the interrogation will be conducted in the following manner:

Section 5.2.

The interrogation of the sergeant other than in the initial stage of the investigation shall be scheduled at a reasonable time preferably while the sergeant is on duty, or if feasible, during daylight hours.

Section 5.3.

Prior to an interrogation, the sergeant under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of alt persons present during the interrogation. When a formal statement is taken all questions directed to the sergeant under investigation shall be asked by and through one interrogator.

Section 5.4

No anonymous complaint, on its own merit, whether made by private citizens, Maywood Police Department Personnel, or representatives of other Village, County, State or Federal agencies, shall, without further investigation, result informal interrogations or disciplinary charges of Maywood Police Sergeants covered by this Agreement.

Section 5.5.

Immediately prior the interrogation of a sergeant under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.

Section 5.6.

The length of Interrogation sessions will be reasonable, with interruptions permitted for personal necessities, meals, telephone calls and rest.

Section 5.7.

A sergeant under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as inducement to provide information relating to the incident under investigation or for exercising any rights contained herein, provided, however, that a sergeant who has been properly advised of his *Garrity* rights may be subject to disciplinary action (for insubordination) for refusal to answer questions in a formal interrogation.

Section 5.8.

A sergeant under investigation will be provided, without unnecessary delay, with a copy of any written statement he has made.

Section 5.9.

If the allegation under investigation indicates a recommendation for separation is probable against the sergeant, the sergeant will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the sergeant, the sergeant will be given the constitutional rights concerning self- incrimination prior to the commencement of interrogation.

Section 5.10.

A sergeant under interrogation shall have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interrogation, and/or at the request of the sergeant under interrogation, he shall have the right to be represented by a representative of the UNION. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Section 5.11. Photo dissemination.

No photo of a sergeant under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Chief of Police or Fire and Police Commission.

Section 5.12. Compulsion of Testimony.

The VILLAGE shall not compel a sergeant under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

Section 5.13. Remedy.

Violations of this article will be subject to the grievance procedure where the proposed discipline is for suspension of less than five (5) days; where the proposed discipline is suspension of five (5) days or more or termination, violations of this article shall be resolved by the Police and Fire Commission. If for any reason, the Police and Fire Commission refuses to entertain arguments or evidence of alleged violations of this Article, the officer may pursue remedies for such violations through the grievance procedure.

Section 5.14. Department Investigations.

All Village and/or Police Department investigations of Maywood Police Sergeants who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to; unless extended as provided for, sixty (60) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations arc terminated without charges being filed by the Chief. At the end of 60 days, any investigatory findings shall be disclosed to the Officer under investigation. However, the 60-day time limit may be extended on a day-for-day basis to reflect any days that the Sergeant under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

The sixty (60) day period may be extended for good cause in thirty (30) day increments by the Chief. Any thirty (30) day extension shall be made prior to the expiration of this period or each and every thirty (30) day extension and shall be documented by a memo signed by the Chief or his designee. Investigations shall be initiated by the Chief within thirty (30) days after a department officer above the

rank of sergeant gains knowledge of the facts or allegations giving cause to initiate the investigation.

Section 5.15. Suspension or Discharge.

Prior to any suspension or discharge being sought or imposed, the Chief will present the employee and UNION with written notice of charges describing the basis for discipline, after service of the charges, the UNION and employee will have an opportunity to meet with the Chief and be heard prior to discipline being sought or imposed. After that meeting, the Chief will issue written notice of his/her determination. Once notice of determination is served, the UNION has ten (10) calendar days to elect whether it wishes to proceed before the BFPC or via the contractual grievance process. Disciplinary grievances will begin at the VILLAGE manager step.

Should the UNION choose to proceed via the grievance process, discipline will be immediately imposed on the employee and the employee will be deemed to have waived his/her right to proceed before the BFPC. Under all circumstances, an employee can demand to be heard by the BFPC. If an employee elects to be heard by the BFPC, he/she waives the right to be heard via the grievance process. In no case will any employee be allowed to proceed before both an arbitrator and the BFPC with regard to the same matter.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance.

A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by the Union or an employee as to himself against the Village involving an alleged violation, misinterpretation or misapplication of an express provision(s) of this Agreement.

The parties agree that the UNION may file joint and/or class action grievances on behalf of more than one or all members.

Section 6.2. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be presented in writing within ten business days of the discovery of the occurrence of the event first giving rise to the grievance. The grievant shall respond at the stage the grievance was initiated. A grievance shall be processed as follows:

a. Any sergeant deeming himself aggrieved shall first discuss his grievance with the sergeant's immediate supervisor who responds in writing within seven (7) calendar days.

b. If a satisfactory resolution of his grievance is not achieved by such discussion with the sergeant's immediate supervisor, the grievant is authorized to confer with the Deputy Chief with respect thereto, who then responds in writing within seven (7) calendar days.

c. If a satisfactory resolution of his grievance is not achieved by such discussion with the Deputy Chief, the grievant is authorized to confer with the Chief of Police with respect thereto, who then responds in writing within seven (7) calendar days.

d. If a satisfactory resolution of the grievance is not reached through such a conference with the Chief of Police, the grievant upon reasonable notice, is authorized to confer with the VILLAGE Manager and to seek relief from him, with respect to his grievance, who then responds in writing within ten business days. Time may be extended upon mutual agreement.

e. Mandatory Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to Mandatory Arbitration by giving written notice to the Manager within twenty-one (21) calendar days after receipt of the Manager's decision or within twenty-one (21) days of when the Manger's decision was due. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who have a business office in Illinois, Indiana, or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike one (1) name at a time from the panel, with the Union striking first. The person remaining shall be the arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The cost of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between the VILLAGE and the UNION.

f. At any stage of the grievance procedure, the grievant may be accompanied and represented by the UNION and/or its legal representative.

g. All grievance discussions and investigations shall take place in a manner that does not interfere with VILLAGE operations.

No sergeant may refuse to sign for receipt of the document explaining the charges and investigative response to a complaint even when the sergeant decides to go forward with a grievance.

Section 6.3. Investigation and Discussion.

a. In a matter concerning reprimands or disciplinary action instituted by the Chief of Police shall furnish, at least five (5) days prior to such hearings: (1) the names of all witnesses who may be called by the Chief to testify, and (2) a sufficiently specific statement of the charges and the alleged facts leading to the charges to enable the sergeant to prepare his defense.

b. In all matters of formal discipline including reprimands, the sergeant shall receive a specific statement of facts, or alleged facts, concerning such action.

c. In the event the sergeant is subject to disciplinary suspension without pay by the Chief, the VILLAGE shall make no payroll deduction until a final disciplinary determination is made, if the sergeant elects to appeal the suspension.

Section 6.4. Police and Fire Commission.

The parties recognize that the Board of Police and Fire Commissioners of the Village of Maywood has certain authority over employees covered by this Agreement, including but not limited to certain authority over hiring and promotions.

Section 6.5. Right of Representation.

At such time as an individual raises a grievance there shall be another member of the unit or a union representative present.

ARTICLE VII - NO STRIKES-NO LOCKOUTS

The UNION, its officers and agents, and the employees covered by the Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage or any other intentional interruption of operations. Any and all who do so shall be discharged or otherwise disciplined by the VILLAGE. The VILLAGE will not lock out any employees during the term of this Agreement as a result of a labor dispute with the UNION.

ARTICLE VIII - WAGES AND BENEFITS

Section 8.1. Salary Schedules.

The salary schedules effective May 1, 2019 and to be in effect for the duration of this Agreement are attached hereto as Appendix "A" of this Agreement.

Paychecks are to be available no later than 3:00 p.m. on the scheduled bi-weekly pay day.

Section 8.2. Fringe Benefits

The fringe benefits of sergeants shall be as follows:

Section 8.2(a). Regular Days Off.

Regular days off are defined as any time when the sergeant is not working a regularly scheduled shift or using benefit time off.

Section 8.2(b). Vacations.

Effective May 1, 2019, Sergeants shall accrue paid vacation time off' according to the following schedule. The annual accrual amount totals must be used within the calendar year and no accruals above the annual accrual amount will roll over to the new year.

YEARS OF SERVICE	BI-WEEKLY ACCRUAL	ANNUAL ACCRUAL
0-3 years	4.308	112
4-6 years	5.538	144
7-8 years	6.7692	176
9 years	7.0769	184
10 years	7.3846	192
11 years	7.6923	200
12 years	8.0	208
13 years	8.3077	216
14 years	8.6154	224
15 years	8.9231	232
16 + years	9.2308	240

- Years shall be computed from January 1st through December 31st without regard to anniversary dates.

No sergeant shall be allowed to take more than one entire month off per year.

Section 8.2(c). Overtime Compensation.

A sergeant shall receive time and one-half of the regular straight time hourly rate for all hours worked outside the sergeant's regularly scheduled shift. In addition, overtime shall be paid in the following manner:

1. Call back time (2 hours minimum): The foregoing minimum of two (2) hours compensation for a call back shall not be applicable where a sergeant is called back. to correct an error or omission which is reasonably determined by management or supervision to be one requiring correction before the sergeant's next scheduled shift.

2. Holdover time (1 hour minimum: The foregoing minimum of one (1) hour compensation for a holdover shall not be applicable where a sergeant is held over to correct an error or omission which is reasonably determined by management or supervision to be one requiring correction before the sergeant's next scheduled shift.

3. Individual overtime (15 minutes increments). Training and department meetings outside of regularly scheduled duty hours (2 hour minimum). Department mandated schools, training or seminars attended outside of regularly scheduled duty hours.

4. Training and department meetings outside of regularly scheduled duty hours (2 hours minimum).

5. Department mandated schools, training or seminars attended outside of regularly scheduled duty hours.

Section 8.2(d). Life Insurance and On-Duty Death Benefits.

A term life insurance policy in the amount of $50,000.00 shall be issued by the VILLAGE to each sergeant of the department. The VILLAGE shall pay the full cost of the insurance policy. In addition, the VILLAGE agrees to carry and maintain a One Hundred Thousand Dollar ($100,000.00) life insurance policy for all full-time sergeants who die while on duty. Additionally, the Village agrees to continue to provide the same level of medical and hospitalization insurance to the dependent of any sergeant who dies while on duty for one (1) calendar year. Also, these on duty death benefits shall be in addition to any death benefits that may be available under State or Federal law, or from private philanthropic groups or agencies, or from the Union.

Section 8.2(e). Retiree Health Care.

Upon retirement and/or pension, the VILLAGE will pay 50% of the sergeant's single coverage for medical insurance until the sergeant reaches the age which qualifies him/her for Medicare. Sergeants wishing to retire must request this benefit, if desired, no less than thirty (30) days prior to their retirement date. Retired sergeants have the option to request this benefit and must do so no less than thirty (30) days prior to the end of the fiscal year. Medical insurance premiums for the 50% insurance benefit will be paid by the VILLAGE. Any sergeant who is eligible for comparable coverage under another employer's plan (e.g., through a spouse's plan as a dependent, or through another employer of the sergeant following his retirement from the Village) shall be ineligible for this benefit, so long as he is eligible for such alternative coverage. Nothing in this Section is intended to diminish a sergeant's right to insurance benefits under the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq.

Section 8.2 (f). Court Time.

The Village agrees that all full-time sergeants will be compensated for Court appearances at the minimum rate of three (3) hours of the sergeant's overtime rate of pay or compensatory time at the

overtime rate of time and one half if such appearance is scheduled at a time that the sergeant would not normally be working.

If the Court appearance is scheduled for a time when the sergeant works a full shift on the same day, either before or after the Court appearance, the three (3) hours shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if a sergeant works third shift and has a Court appearance at 9:00 a.m., and the Court appearance ends before the regular third shift starting time, that sergeant will be paid for three hours at the overtime rate. For Court appearances that occur during a sergeant's regularly scheduled shift, there shall be no additional compensation. Also, a sergeant will be paid for only one three hour minimum rate of Court time per day. For example, if a sergeant has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and if the sergeant must return for a 1:00 p.m. Court call, he or she will be paid for the three hours for the morning call and on an hour-for-hour basis at the normal overtime rate of pay for the afternoon Court call.

Section 8.2(g). Specialty Pay.

Field Training officer supervisors (FTOS) will receive two (2) hours of specialty pay at the Sergeant's regular rate, or compensatory time, for each day that they are supervising the training of or actually training recruits, provided that such specialty pay shall not be included as hours worked in the calculation of overtime. Sergeants assigned to work as investigators or evidence technicians will receive four (4) hours of straight time specialty pay per month, provided that such specialty pay shall not be included as hours worked in the calculation of overtime.

Section 8.2(h). Overtime Assignment.

Overtime assignments shall be based on seniority, except if a particular Sergeant is assigned to a detached assignment, then the assignment may be granted to the Sergeant of lesser seniority. Any supervisory overtime must be offered to all Sergeants, by seniority, before any Command level staff member be allowed to work it.

Section 8.3. Rescheduling of Days Off.

A day off rescheduled as work day, provided notice of rescheduling is given less than forty-eight (48) hours prior to the sergeant's normal shift starting time of the originally scheduled day off, shall under such circumstances be paid at the rate of time and one-half. Any sergeant required to work more than 8 1/4 hours if assigned to work 8 hour shifts and 12 ¼ hours if assigned to work 12 hour shifts within a 24 hour period, shall be compensated at a rate of time and one half.

Section 8.4. Seniority.

Seniority shall refer to and be defined as the continuous length of service in a title classification (rank) and that being equal, time in service with the department, and that being equal, seniority shall be reestablished by a lottery conducted jointly between the parties less any adjustment due to lay-off; approved leaves of absence without pay, or other breaks in service. Seniority is to prevail only for purposes of selection of vacation, prescheduled overtime, selection of days off and shift selection. However, the Chief of Police may assign sergeants to a particular shift based on performance of the sergeants and the needs of the department. Shift assignments shall not be made for arbitrary reasons but shall be based upon demonstrable operational need. If a Sergeant believes that their shift has been changed for reasons other than operational need, they may file a grievance over the shift assignment at Step D of the grievance process.

Section 8.5 Loss of Seniority Rights.

Services of a sergeant shall be broken, seniority rights, if any, shall be lost and the employment relationship terminated by:

1. Resignation, discharge or retirement;
2. Non-work related illness or injury for a period In excess of one hundred eighty (180) calendar days, or absence due to injury on duty for a period in excess of twenty-four (24) months;
3. Failure to report to duty after expiration of an approved leave of absence (not to exceed one (1) month), except for FMLA leave in which case the employee may be off for a total of no more than twelve (12) weeks in a rolling 12-month period, as provided by the FMLA;
4. Absence without authorization for three (3) consecutively scheduled tours of duty;
5. Acceptance of employment, without written authorization, while on an approved leave of absence;
6. Failure to report back to work within five (5) business days after receiving notice of recall from layoff;
7. Lay-off in excess of one (1) year.

Section 8.6. Seniority List.

The Village shall prepare a seniority list for sergeants' current seniority ranking of each sergeant based on date of promotion or hire into that title. The seniority list shall become effective on the date of execution of this agreement. Both parties agree that such list shall resolve all questions of seniority affecting sergeants covered under this Agreement.

Section 8.7. Mileage Reimbursement.

Sergeants shall be paid at the applicable-IRS reimbursement rate when using their own cars for official business. No sergeant may use his or her own vehicle for police related work without prior approval of the Chief or the Chiefs designee.

Section 8.8. Bereavement Leave.

Up to three (3) days leave with pay shall be granted in the event of the death of an immediate family member residing in the Chicago Metro area. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, Shiva and the like. Immediate family members, for purposes of this Section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, aunt, uncle, and any other relative living in the same household including those who are civilly united. For deaths of relatives that take place more than 250 miles from the Village of Maywood, the paid bereavement leave period shall be extended to five (5) days to allow for travel time. Also, the Village agrees that regular days off and vacation days shall not be counted as bereavement days. Bereavement periods which include such regularly scheduled days off shall, upon written request by the affected Officers, be extended day for day. Bereavement leave shall be used within a consecutive seven-day period.

Section 8.9. Clothing Allowance.

Each full-time sergeant will be allowed eight hundred dollars ($800.00) per year for clothing allowance. The allowance will be distributed directly to each sergeant on a general fund check. Four hundred dollars ($400.00) will be distributed on the first general run in May and October. Uniform allowance is to be used for the purchase and replacement of uniforms.

Section 8.10. Personal Days.

Upon completion of the first year of service as a Sergeant, the Village agrees that full time sergeants shall receive 36 hours of paid personal time per year. These personal hours can be taken at the discretion of the Sergeant for personal business. A twenty-four (24) hour notice shall be made to the Chief of Police by the Sergeant requesting to take a paid personal leave day. Also, the Village agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day.

Section 8.11. Sergeant Compensatory Time.

Sergeants will be given the option of taking compensatory time for all overtime earned pursuant to Article VIII, Section 8.2 (c) with the approval of the Chief or his designee, which approval shall not be arbitrarily withheld. Sergeants may not accumulate more than two hundred and forty (240) hours of compensatory time. All accrued compensatory time in excess of one hundred and twenty (120) hours shall be paid out at the last payroll in December of each year.

Sergeants may choose to cash in up to eighty (80) hours, in addition to the hours in excess of 120 hours from the previous paragraph, of their accumulated compensatory time in the form of a year-end payment to be made in conjunction with their final paycheck of the year. Sergeants electing to cash in any accumulated compensatory time up to eighty (80) hours, shall make notification to the Chief or their designee by the first of December in the year of the cash in.

Upon the death of an officer or other separation from employment, compensatory time shall be paid at the rate of time and one-half at the rate of pay at which it was earned, up to the maximum of 120 hours. Compensatory time cannot be approved for use in less than one (1) hour increments, but shall continue to be earned and paid in fifteen (15) minute Increments.

There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this agreement.

Section 8.12. Sick Leave Days.

Upon the completion of the first year of service as a Sergeant, the Village agrees that all full time sergeants shall receive 72 hours of sick leave per calendar year. Sergeants requesting to take a sick leave day shall notify the Chief of Police at least one (1) hour prior to the start of the sergeant's shift. Up to 48 hours unused sick leave days (or 56 hours for a Sergeant who uses no sick leave during the year) will at the end of the year be bought back on a one-to-one basis to be paid in the last paycheck in December. If a Sergeant uses less than 12 hours of sick leave during the year, up to 24 hours shall be added to the following years earned paid vacation for use beginning in 2018. Any sergeant using sick leave days shall submit a written memorandum to the Chief of Police explaining the need for sick leave. The Village may require, at its expense, medical certification acceptable to the Village of the need for sick leave whenever the Village determines such certification to be necessary. Sick leave days may not be used in conjunction with any other paid leave.

Section 8.13. Extended Sick Leave.

Sergeants will be permitted extended sick leave if after the exhaustion of their sick days they provide to the Chief of Police written verification from a physician that they may not be fit to return to work for an extended period of time due to illness, hospitalization, injury, or convalescent and recuperation time. Sergeants will receive up to forty-five (45) working days in a calendar year at full pay

for extended sick leave, and will receive 75% of their full pay for an additional seventy-five (75) working days in calendar year. Sergeants must receive approval by the Chief of Police or the VILLAGE Manager to use extended sick leave. (Such approval should not be withheld without just cause). In cases of line-of-duty injury/illness, use of this benefit shall run concurrent with benefits afforded under the Public Employee Disability Act and/or the Illinois Worker's Compensation Act. In the circumstance where the benefit is running concurrent with those benefits, at the employee's election, the 75% benefit will be used prior to the 100% benefit afforded by this Section.

Section 8.14. Three-Day Weekends for Sergeants Assigned to 8 Hour Shifts.

Sergeants assigned to work eight (8) hour days shall receive one (1) three-day weekend and (1) two-day weekend off per calendar month. Weekends will be selected first and by seniority. The sergeants have the option of selecting either a two-day or three-day weekend.

A three-day weekend is defined as either (1) Friday, Saturday and Sunday or (2) Saturday, Sunday and Monday. A two-day weekend is defined as (1) Saturday and Sunday or (1) Sunday and Monday. In months containing five (5) weekends, Sergeants shall have the right to select additional weekends off (including two-day weekends off on Friday and Saturday by seniority available for them to pick at the time of their choosing.

Section 8.15. Uniforms.

Any change of the uniform will be paid for by the VILLAGE and will be separate from Section 8.9.

Section 8.16. Retired/Disabled Credentials.

Upon any officer's retirement or disability, the VILLAGE will give to the sergeant his duty badge, shield, and I.D. card. The I.D. card, duty badge and shield will be stamped retired.

Section 8.17. Health Care/Medical Insurance.

Medical insurance will be provided by the VILLAGE. The Village shall pay 85% of the costs of the premium for single coverage and the Sergeants shall pay 15% of the costs of the premium. The VILLAGE shall pay 85% of the costs of the premium for dependent coverage and the Sergeants shall pay 15% of the costs for the premium. The Village reserves the right to select insurance providers. If changes to the health care/medical benefit plans are Instituted for employees not covered by this Agreement, the Village may implement those changes for the sergeants covered by this Agreement, provided, however, that sergeants shall not receive health care/medical benefits which are less favorable than those made generally available to other employees of the Village.

Section 8.18. Deferred Payment Plan.

For the duration of the contract the VILLAGE agrees to continue the Deferred Payment Plan.

Section 8.19. Demotion.

In the event that the VILLAGE reorganizes the Police Department or lays-off any employees, when such reorganization or lay-off results in demotions of any UNION members, demotions shall be conducted by inverse seniority; the last promoted shall be the first to be demoted. Re-promotion shall be conducted according to seniority; the last demoted shall be the first re-promoted.

Section 8.20. Tuition Reimbursement and Schooling.

The Village encourages its Sergeants to continue their formal education. The following criteria and guidelines apply:

1. Courses must be job-related or for a degree.

2. Proof of acceptance for degree must be submitted.

3. Courses must grant college level credit.

4. Courses must be taken through an accredited college or university.

5. Reimbursement may be denied if job performance is inadequate, attendance is poor or member has extensive record of sustained infractions.

6. Reimbursement will not be granted if the member is covered by veteran's benefits or other tuition abatement program.

7. Member must repay all tuition costs if voluntary or involuntary separation from the department occurs within two (2) years of completion of degree program.

8. Tuition reimbursement does not include medical school or law school.

9. Classes must be scheduled during non-duty hours.

The Village agrees to continue to pay all tuition expenses for Sergeants who are currently attending any accredited Chicago Metro Area Community College, four-year College or University or Professional School, or the correspondence or on-line divisions of such educational institutions until they complete their studies at the. College, University or Professional School they are currently attending as of November 1, 2008. All future Sergeants applying for these educational reimbursement benefits will be required to attend an Illinois State run institution of higher learning. In general, courses taken at such institutions of higher learning shall be designed to improve and advance the individual Sergeant's mastery of law enforcement issues and shall be part of a degree program either in Law Enforcement or Criminal Justice. The Village agrees to pay each Sergeant for up to two courses per-semester; meaning. tradition semesters of Fall, Spring, and Summer. Reimbursement for such educational expenses (tuition only) is limited to no more than $2,000 per year per sergeant. Reimbursement for such educational expenses will be based upon the following grade/pay scale:

Under Graduate Studies		Graduate Studies	
Letter Grade	Percentage Paid	Letter Grade	Percentage Paid
A or B	100%	A or B	100%
C	50%	C	0%

Officers receiving a "Pass" in Under Graduate Studies in Pass/Fail courses will be reimbursed by the Village for 50% of the Sergeant's cost. There will not be any reimbursement to an Officer in Graduate Studies receiving a grade lower than "A" or "B".

Reimbursement for such educational expenses, shall require prior approval by the Chief of Police or his designee. Approval shall not be arbitrarily or unreasonably withheld. The Village agrees to make

payment to the Sergeant in a timely manner.

When the Department requires a sergeant to attend school, seminars, or other educational action on his off-duty hours. the Village shall compensate said sergeant for such hours pursuant to Article 8, Section 8.2(e) of this Agreement.

Section 8.10 (a) Education Compensation.

Officers covered by this Agreement shall receive the following education incentive pay upon receipt and approval of the necessary documentation (i.e., official sealed transcript), which shall be computed into the officer's hourly rate from the beginning of the pay period after the requisite degree has posted or the effective date of this contract, whichever is later:

- $500.00 per year ($0.24 per hour) for an Associate's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement; or
- $650.00 per year ($0.31 per hour) for a Bachelor's Degree in a Village approved program pertaining to criminal justice or related field In law enforcement; or
- $800.00 per year ($0.38 per hour) for a Master's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement.

Section 8.21. Job Posting.

Whenever any positions, duties or assignments become available within the bargaining unit, notice of such openings shall be posted in a conspicuous location within the Department, including the Union Bulletin Board, and all sergeants covered by this Agreement shall be eligible to bid on them. The final authority for filling such openings shall reside with the Chief of Police or his designee.

Section 8.22. Holidays.

Effective May 1, 2018, employees on 12-hour shifts covered by this agreement will receive eight (8) hours of holiday pay per Village holiday. Holiday pay shall be included in the regular pay check following the holiday. Employees who work on a holiday that is a regularly scheduled work day shall be paid at the rate of l ½ times their regular hourly rate for all hours worked on the holiday, If an employee works on a holiday, when not regularly scheduled to do so, the sergeant will be paid at a rate of two times their regular rate for the hours worked on the holiday. The Village will appropriate for Holiday Pay, along with other elements of pensionable salary, of all Sergeants in its annual appropriations ordinance and budget.

Holiday Pay shall be paid for the following holidays:

New Year's Day	Memorial Day
Martin Luther King Day	Independence Day
President's Day	Labor Day
Good Friday	Thanksgiving
Friday After Thanksgiving	Christmas Day

Sergeants will also receive Holiday Pay for any other holidays declared or observed by the Village.

If an employee uses sick time on any of the above-named holidays, that employee will only be paid straight time on the next regularly scheduled holiday (s)he works.

Section 8.23. Supervisory Skills Certification.

Effective May 1, 2018, all Sergeants currently in the bargaining unit will receive $900 added to base pay ($0.41 per hour) added to base wages. For Sergeants promoted after May 1, 2018, Sergeants will receive $600 ($0.28 per hour) added to their base pay following successful completion of the designated 40-hour First Line Supervisory Skills Program conducted by NEMRT (or some other similar training as designated by management). That amount will be raised to $900 upon completion of three-years' service as a Sergeant. Newly promoted Sergeants will be sent to the next reasonably available qualifying supervisory skills course.

Section 8.24. Administrative Specialist Time.

Effective May 1, 2018, during each calendar year, each Sergeant will receive 12 hours of paid Administrative Specialist Time ("AST"). AST must be taken each calendar year or it will be forfeited. AST may not be used on a designated holiday.

ARTICLE IX - WORKING CONDITIONS

Section 9.1. Vehicle Safety.

Unsafe vehicle equipment shall be checked (inspected) by the certified Mechanic and same shall be subject to the grievance procedure; if brakes, steering, front end and/or wheels are unsafe, the sergeant may refuse to drive such vehicle.

Section 9.2. Expungement of Personnel File

The Village agrees to follow State Law concerning retention of documents regarding personnel files.

Section 9.3. Drug Screening.

The sergeants and the VILLAGE agree to adhere to the Substance Abuse Testing Procedure stipulated in Appendix "B".

Section 9.4. Light Duty.

The Village may require an employee who is on sick leave or Worker's Compensation leave to return to work in an available light duty assignment that the employee is qualified to perform (or the employee may request to do so), provided the treating physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months. The Village reserves the right to specify the anticipated duration of the light duty assignment in advance where it is expected to be of less than six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, or if the need for light duty is exhausted or if the employee's performance in the light duty assignment is unsatisfactory, the Village retains the right to return the employee to disability leave (or to utilize appropriate discipline in the event of unsatisfactory performance).

Nothing herein is intended in infringe on the Village's discretion to create or not create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the

Village determines that the need exists and only as long as such need exists. However, Sergeants assigned to light duty will not be required to perform any work for any department other than the Village of Maywood Police Department.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension. An employee's right to benefits under the Public Employee Disability Act ("PEDA"), 5 ILCS 345/1, shall be tolled by any period on light duty (for example, a PEDA-eligible employee on disability leave who comes back to work on light duty after two (2) months of PEDA leave, but then after three months on light duty, is returned to PEDA leave, will still have ten (10) more months of PEDA benefits available).

Section 9.5. Bargaining Unit Security.

Police officers, or other personnel employed by the Village shall not be used as permanent replacements for sergeants but may be used as temporary replacements on a short-term basis not to exceed ninety (90) days as need is determined by the Police chief.

Section 9.6. Residency.

All employees shall reside within fifteen (15) miles of the border of the Village, or corporate limits of a municipality whose borders are within fifteen (15) miles of the border of the Village.

Section 9.7. Permanent Shifts.

Effective the first full pay period in May of 2018, all sergeants shall be scheduled to work 84 hours per fourteen days. Sergeants, other than those assigned to investigations or other specialty positions, will work in one of four "platoons." Platoons shall be numbered A, B, C, and D. Each October, the sergeants shall bid, in order of seniority, on which platoon they will be assigned. Assuming there are eight sergeants, two sergeants shall be assigned to each platoon. Sergeants shall be compensated at straight time for up to 84 hours of regularly scheduled work. Any hours worked outside of their regularly scheduled shifts shall be paid at the applicable overtime rate. When using benefit time, sergeants will use up to 84 hours per two (2) weeks.

Platoons A and C shall work from 0700 hours through 1900 hours. Platoons B and D shall work from 1900 hours through 0700 hours. In a two-week work period, Platoons A and B will work (starting on a Monday) as follows: two days on, two days off, three days on, two days off, two days on, and three days off. In a two-week work period, Platoons C and D will work (starting on a Monday) as follows: two days off, two days on, three days off, two days on, two days off, and three days on. The cycle shall repeat going forward.

Sergeants assigned to investigations shall work 84 hours per fourteen days. Normally, they will work four ten-hour days per week and work an additional four hours per two weeks (flex time at the detective sergeant's discretion).

ARTICLE X – INDEMNIFICATION

Section 10.1. Legal Representation.

Sergeants shall have legal representation provided by the employer in any civil cause of action brought against a Village sergeant acting within the scope of his Village employment. The employer will have the exclusive right to determine such legal representation. In cases where a conflict of interest may

arise between the legal representation of both the employee and the employer, the employer will make arrangements for separate legal representation of the parties. The employee may elect to waive legal representation by the employer.

Section 10.2. Cooperation.

Sergeants shall be required to cooperate with the employer during the course of the investigation, administration or litigation of any claim arising under this Article, provided that the Sergeant's cooperation, shall not be deemed as or constitute a waiver of any of the Sergeant's rights, privileges or immunities under the provision of the U.S. Constitution, Illinois Constitution, Federal, State or local statutory or common law.

Section 10.3. Applicability.

The employer will provide legal representation as set forth in Section 10.1 above so long as a sergeant is deemed as having acted within the scope of his Village employment and where the employee cooperates in his representation of the matter with the Employer or appointed legal representative in defense of the action or claims.

ARTICLE XI - PSYCHOLOGICAL REVIEW

Section 11.1. Fitness for Duty.

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense (to the extent not otherwise paid for by insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician, psychologist and/or other appropriate medical professional selected by the Employer. As part of any fitness examination required by the Village following a layoff or leave of absence, the Employer may, with or without cause, require employees to submit to a urinalysis test and/or other appropriate drag testing. the results of which shall be provided to the Village for appropriate action.

No employee shall be requested or required to undergo psychological, psychiatric or physiological testing unless the Chief of Police has reasonable cause to believe the employee is then unfit for duty. Basis for the reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employee shall have the right to UNION representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employee shall be given a copy of any and all information, reports and opinions that arc provided the Village as a result of such testing.

ARTICLE XII – SECONDARY EMPLOYMENT

Section 12.1. Request for Secondary Employment.

A sergeant's request for permission to engage in secondary employment must be submitted to the Chief of Police or his designee and approved prior to commencement of such employment by the sergeant. The Chief of Police or his designee will either approve or reject the request within ten (10) business days of submission. Requests will not be unreasonably denied. The duties and obligations of the Maywood Police Department will take priority over any other employment. Engaging in or continuing to engage in secondary employment without prior approval of the Chief of Police will result in disciplinary action up to and including a recommendation for termination.

Section 12.2. Short Term Secondary Employment.

Request for permission to engage in temporary, short-term secondary employment (not to exceed five (5) days duration) which may be renewed by a written request, may be approved by the Chief of Police or Division Commander.

Section 12.3. Prohibitions.

Sergeants are prohibited from secondary employment in any other Federal, state, county, or municipal funded agency, which in the opinion of the Village creates the potential of a conflict of interest. Sergeants shall be strictly prohibited from working for a liquor establishment.

ARTICLE XIII - SPECIFIC OBLIGATION OF OFFICERS

In addition to the efficient and loyal performance of the duties assigned to them by their employment, the roles of the Department and the Chief of the Department, the Officers covered by this Agreement expressly acknowledge their obligations as management and supervisory personnel. This includes their obligation to act to enforce, protect and preserve the provisions of the Management Rights Clause of the collective bargaining agreements between the Village and its patrol officers and other Department employees; to receive, transmit and carryout the lawful orders of the Chief of the Department, and to see that the same be executed by all of the personnel of the Department who are subject to the supervision and control of these Officers; and to preserve the chain of command. The Village does not prohibit the Sergeants, as management and supervisory personnel, from joining or remaining as members of any legitimate labor organization, but it is a condition of employment in management and supervisory ranks, and each Sergeant agrees, that such Sergeant shall not act as an officer of any union or labor organization of non-management level employees, nor participate in, aid, abet or cooperate with any strike, work stoppage, slowdown or other concerted action designed to or having the effect of depriving the Village of the services of the Police Department in its mission of law enforcement.

ARTICLE XIV - TERMINATION AND LEGALITY CLAUSES

Section 14.1. Savings.

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

Section 14.2. Entire Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

Section 14.3. Termination.

This Agreement shall be effective when ratified by both and from year to year thereafter until 11:59 p.m. on April 30, 2019, unless either party gives written notice to the other party of its desire to terminate this Agreement on or before March 1, 2019.

Section 14.4. Other Conditions.

All other working conditions, Personnel Rules and Regulations, and any other related subjects not specified by this Agreement, shall be governed by the Village of Maywood Employee Handbook Human

Resources Policies and Forms adopted by the Village in September 2022 and as amended thereafter and/or the Police Department General Orders & Rules and Regulations as amended thereafter.

UNION leaders will be Invited to give input if any changes are considered in the Village of Maywood Personnel Policies affecting sergeants.

Section 14.5. Impasse Resolution.

Upon expiration of this Agreement the remedies for the resolution of any bargaining Impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended, with the following exceptions: (1) The parties shall select the neutral interest arbitrator from a panel of seven (7) names supplied by the PMCS, each of whom shall be member of the National Academy of Arbitrators (each party reserves the right to reject on panel in its entirety and request that a new panel be supplied); and (2) Seven (7) calendar days before the first day of the interest arbitration hearing the parties shall simultaneously exchange final offers on all issues in dispute.

Executed this _____ day of _____, 2024 after receiving approval by the Village Board of Trustees and after ratification by the Union membership.

VILLAGE OF MAYWOOD

_____
Nathaniel George Booker,
Village President
Dated:_____

_____
Tori-Love Garron, Village Clerk
Dated:_____

_____

_____

ILLINOIS COUNCIL OF POLICE

_____
Richard L. Bruno, President
Dated:_____

_____
Alexander Dunn, Executive Director
Dated:_____

_____
Michael Babicz, ICOPS Chapter Representative
Dated:_____

_____
Jeremy Pezdek, ICOPS Chapter Representative
Dated:_____

APPENDIX A

All wages are retroactive to May 1, 2024. The parties agree all current, retired, and former employees who worked during any of the applicable periods of time will receive retroactive pay for all periods worked, unless as provided otherwise pursuant to any applicable Resignation and Retirement Agreements. The Village will provide a complete calculation of retroactive pay owed to each employee/former employee within 60 days of ratification.

	1-May-24		**1-May-25**		**1-May-26**	
	30-Apr-25		**30-Apr-26**		**30-Apr-27**	
	3.25%		3.50%		3.50%	
STEPS	**ANNUAL**	HOURLY	**ANNUAL**	HOURLY	**ANNUAL**	HOURLY
	RATE	RATE	**RATE**	RATE	**RATE**	RATE
STARTING	$114,928.66	$52.62	$118,951.16	$54.46	$123,114.45	$56.37
AFTER 15 YEARS	$116,075.79	$53.15	$120,138.44	$55.01	$124,343.29	$56.93
AFTER 20 YEARS	$117,239.69	$53.68	$121,343.08	$55.56	$125,590.09	$57.50

APPENDIX B - 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 bloodVseram 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-suspicionbased 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%BACOut 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 it 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 EDT 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 are 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/nondriving 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.

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-2024 - _____

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND ILLINOIS COUNCIL OF POLICE SERGEANT CHAPTER (TERM: MAY 1, 2024 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 September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

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 September, 2024.

_____
Tori-Love Garron, Village Clerk

[SEAL]

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

Michael T. Jurusik
Cell: 708.638.0355
Email: mtjurusik@ktjlaw.com

900 Oakmont Lane, Suite 301
Westmont, Illinois 60559

MEMORANDUM

To: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
From: **Michael T. Jurusik**
Date: **September 4, 2024**
Re: **Code Amendment Ordinance Prohibiting the Issuance of Retail Tobacco Dealer's Licenses to Establishments Occupying Less Than 10,000 Square Feet of Gross Floor Area**

Per the request of the Mayor/Local Liquor Control Commissioner Nathaniel George Booker, I have enclosed the following document for review and consideration at an upcoming Combined Committee of the Whole/Special Village Board meeting:

AN ORDINANCE AMENDING
SECTION 116.05 (LICENSE FEE; LICENSE LIMITATIONS), CHAPTER 116 (TOBACCO)
OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE
TO PROHIBIT THE ISSUANCE OF ANY NEW RETAIL TOBACCO DEALER'S LICENSE
TO ESTABLISHMENTS OCCUPYING LESS THAN 10,000 SQUARE FEET OF GROSS FLOOR AREA

A Code Amendment was requested in order to prohibit any further proliferation of small business establishments selling tobacco products within the Village of Maywood. The prohibition is similar to the prohibition on the issuance of new retail liquor licenses to establishments occupying less than 10,000 square feet of gross floor area. Existing establishments may continue to renew their retail tobacco dealer's licenses so long as ownership remains the same and the business continues to operate in a lawful manner.

If there are any questions, please contact me.

Mike

Enclosure
cc: Tori-Love Garron, Village Clerk (w/ encl.)
Francis M. Torres, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Elijah Willis, Police Chief (w/ encl.)
Angela Smith, Director of Community Development (w/ encl.)
Walter Duncan, Director of Code Enforcement (w/ encl.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encl.)
Michael A. Marrs, Village Attorney (w/ encl.)

ORDINANCE NO. CO-2024-__

AN ORDINANCE AMENDING SECTION 116.05 (LICENSE FEE; LICENSE LIMITATIONS), CHAPTER 116 (TOBACCO) OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE TO PROHIBIT THE ISSUANCE OF ANY NEW RETAIL TOBACCO DEALER'S LICENSE TO ESTABLISHMENTS OCCUPYING LESS THAN 10,000 SQUARE FEET OF GROSS FLOOR AREA

WHEREAS, the Village of Maywood (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public's health, safety and welfare, and to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village President and Board of Trustees have previously enacted Chapter 116 (Tobacco) of the Maywood Village Code relative to regulation of tobacco and tobacco sales within the Village; and

WHEREAS, among other things, the Illinois Municipal Code provides municipalities authority for the regulation and inspection of tobacco (65 ILCS 5/11-20-3), to perform all acts and make all regulations necessary or expedient for the promotion of health or the suppression of diseases (65 ILCS 5/11-20-5), to regulate and prohibit those businesses which create nuisances within the Village (65 ILCS 5/11-42-9 and -10), and to adopt and enforce all necessary police ordinances; and

WHEREAS, the Village President and Board of Trustees find that the health hazards of smoking and other uses of tobacco products, including the grave consequences of youth tobacco addiction, are well-documented, including through many years' worth of opinions of the Unites States Surgeon General, and that the prevention of underage tobacco use and the deterrence of adults from engaging in the consumption of tobacco products continue to be in the best interests of the Village and its residents; and

WHEREAS, in order to protect the public's health, safety and welfare, to reduce the usage of tobacco within the Village, the President and Board of Trustees of the Village desire to make certain amendments to the Maywood Village Code ("Village Code") to set a minimum size for establishments seeking new retail tobacco dealer licenses within the Village; and

WHEREAS, pursuant to the authority granted by the above-cited laws, the President and Board of Trustees of the Village find that it is in the best interests of the health, safety and welfare of the Village, its residents, property owners, business owners and the public to approve the Code Amendments as set forth below in this Ordinance.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: Code Amendments. Section 116.05 (License Fee; License Limitations), Chapter 116 (Tobacco) of Title XI (Business Regulations) of the Maywood Village Code is amended to read in its entirety as follows:

"§ 116.05 LICENSE FEE; LICENSE LIMITATIONS.

(A) The annual license fee for a retail tobacco dealer's license, tobacco shop and smoking lounge shall be as set forth in § 110.13 (cigarettes/tobacco dealer, tobacco shop and smoking lounge) of this Code.

(B) The licensing period relative to the annual license fee shall commence on the first day of each year and shall expire on December 31 following the date of issuance.

(C) The number of licenses for certain types of businesses shall be capped as follows:

(1) No more than 2 licenses to engage in the business of a tobacco shop shall be active at any 1 time; and

(2) No more than 6 licenses to engage in the business of a smoking lounge shall be active at any 1 time

(D) After September 10, 2024, no new retail tobacco dealer's license shall be issued except to establishments occupying a minimum of 10,000 square feet of gross floor area (GFA) (GFA means the total building footprint including retail sales area, interior bathrooms, storage areas and cashier areas). Retail tobacco dealer's licenses in effect on September 10, 2024 that do not meet the square footage requirements set forth in this section may only be renewed by the current licensee provided that the licensee and the licensed premises comply with all other applicable statutes, ordinances, rules and regulations relative to operation of the licensed establishment, except for the square footage requirements set forth in this section."

SECTION 3: Codifier to Make All Necessary Internal Amendments. To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections that need to be amended or deleted within the Maywood Code of Ordinances, as amended, as a consequence of the above Code Amendments, shall be amended by the Village's codifier so as to be consistent with the terms of this Ordinance.

SECTION 4: Repeal of Conflicting Legislation; Severability; Validity of Non-Conflicting Legislation. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

SECTION 5: Effective Date; Ordinance Effective Immediately and After Publication Per 65 ILCS 5/1-2-4. The President and Board of Trustees of the Village of Maywood find and decide that there is an

urgency for the implementation and enforcement of this Ordinance, and it shall be effective immediately provided that it receives a favorable vote of two-thirds (2/3rds) of all members of the Village Board then holding office (i.e., 5 of 7 Village Board members vote in favor of the Ordinance). After its approval, this Ordinance shall be published in pamphlet form by the Village Clerk's Office in accordance with applicable State law.

ADOPTED this 10th day of September, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 10th day of September, 2024, 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

Published by me in pamphlet form this ____ day of September, 2024.

_____
Tori-Love Garron, Village Clerk

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. CO-2024-__

AN ORDINANCE AMENDING SECTION 116.05 (LICENSE FEE; LICENSE LIMITATIONS), CHAPTER 116 (TOBACCO) OF TITLE XI (BUSINESS REGULATIONS) OF THE MAYWOOD VILLAGE CODE TO PROHIBIT THE ISSUANCE OF ANY NEW RETAIL TOBACCO DEALER'S LICENSE TO ESTABLISHMENTS OCCUPYING LESS THAN 10,000 SQUARE FEET OF GROSS FLOOR AREA

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 September, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 10th day of September, 2024.

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 September, 2024.

_____
Tori-Love Garron, Village Clerk

[SEAL]

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

DD 312 984 6419
mamarrs@ktjlaw.com

900 Oakmont Lane, Ste. 301
Westmont, Illinois 60559
T 312 984 6400

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael A. Marrs**
DATE: **September 4, 2024**
RE: **Ordinance Approving a Special Use Permit for an Indoor Recreation Facility at 1000 Madison Street – Juan Uribe and Jose Garcia**

I have enclosed the following documents for review, consideration and action at the September 10, 2024 Combined Committee of the Whole/Special Board Meeting:

1. AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SPECIAL EVENT SPACE FOR AN INDOOR RECREATION FACILITY IN THE C-2 PEDESTRIAN-ORIENTED COMMERCIAL ZONING DISTRICT AT 1000 MADISON STREET, MAYWOOD, ILLINOIS (JUAN URIBE AND JOSE GARCIA) (the "Special Use Ordinance");
2. FINDINGS OF FACT AND RECOMMENDATION OF THE PLAN COMMISSION/ZONING BOARD OF APPEALS (attached as Exhibit "B" to the Special Use Ordinance); and
4. MEMO AND SUPPORTING MATERIALS FROM STAFF RELATIVE TO THE PLAN COMMISSION/ZONING BOARD OF APPEALS PUBLIC HEARING AND ORDINANCE DISCUSSION.

The request for a special use permit for an indoor recreation facility in the C-2 Pedestrian-Oriented Commercial Zoning District at 1000 Madison Street was the subject of a Public Hearing before the Plan Commission/Zoning Board of Appeals on July 23, 2024. At the July 23, 2024 Plan Commission/Zoning Board of Appeals public hearing, the Commission reviewed the proposed special use and recommended it to the Board of Trustees for approval on a vote of three (3) in favor and one (1) opposed, subject to the condition that the Petitioners are able to obtain a standard written parking agreement with a nearby property, to allow for at least thirty-two (32) total parking spaces for use by the proposed Facility, before the Village issues a certificate of occupancy for the facility.

If there are any questions, please feel free to contact me.

Michael

Enclosures
cc. Tori-Love Garron, Village Clerk (w/ encls.)
Francis M. Torres, Village Manager (w/ encls.)
Angela Smith, Director of Community Development Department (w/ encls.)
Walter Duncan, Director of Building & Code (w/ encls.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

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ORDINANCE NO. CO-2024-___

**AN ORDINANCE APPROVING
A SPECIAL USE PERMIT FOR AN INDOOR RECREATION FACILITY
IN THE C-2 PEDESTRIAN-ORIENTED COMMERCIAL ZONING DISTRICT
AT 1000 MADISON STREET, MAYWOOD, ILLINOIS
(JUAN URIBE AND JOSE GARCIA)**

WHEREAS, a petition for consideration of a request for a Special Use Permit for an indoor recreation facility pursuant to Section 4.4 of the Village of Maywood Zoning Ordinance ("Zoning Code"), in the C-2 Pedestrian-Oriented Commercial Zoning District on the property commonly known as 1000 Madison Street (the "Subject Property"), was filed with the Village of Maywood ("Village") by Juan Uribe and Jose Garcia ("Petitioners"); and

WHEREAS, the Petition has been referred to the Village's Plan Commission/Zoning Board of Appeals ("Plan Commission") of the Village and has been processed in accordance with the Zoning Code; and

WHEREAS, the Subject Property is legally described in **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, the Plan Commission held a public hearing on July 23, 2024 on the question of whether the requested Special Use should be granted, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing. In addition, notice was sent to surrounding property owners; and

WHEREAS, on July 23, 2024, the Plan Commission voted to favorably recommend the requested Special Use Permit to the Village President and Board of Trustees of the Village of Maywood on a vote of **three (3) in favor and one (1) opposed**, subject to the Petitioners obtaining a standard written parking agreement with a nearby property owner to allow for at least thirty-two (32) total parking spaces for use by the proposed facility prior to the issuance of a certificate of occupancy; and

WHEREAS, the Plan Commission of the Village has reported its findings and recommendation regarding the Special Use to the Village President and Board of Trustees, and the Village President and Board of Trustees have duly considered the Plan Commission's findings and recommendation (the "Findings and Recommendation"), a copy of which is attached hereto as **Exhibit "B"** and made a part hereof, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in Section 4.4 (Special Uses) of the Zoning Code governing special use approvals, subject to the stated condition.

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

SECTION 1: Incorporation. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval and Adoption of Plan Commission the Findings of Fact and Recommendation. The President and Board of Trustees of the Village of Maywood approve and adopt the Findings of Fact and Recommendation of the Plan Commission (**Exhibit "B"**), and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Special Use Permit with Condition. The President and Board of Trustees, after considering and adopting the Findings and Recommendation of the Plan Commission and other matters properly before it, grant the requested Special Use Permit for an indoor recreation use on the Subject Property pursuant to Section 4.4 of the Zoning Code, subject to the Petitioners obtaining a standard written parking agreement with a nearby property owner to allow for at least thirty-two (32) total parking spaces for use by the proposed facility prior to the issuance of a certificate of occupancy.

SECTION 4: Violation of Special Use Permit and Recission. 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 5: 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 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: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by law.

ADOPTED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me as Village President, and attested to by the Village Clerk, on the ___ day of _____, 2024.

_____
Nathaniel George Booker, Village President

ATTEST:

_____
Tori-Love Garron, Village Clerk

Published by me in pamphlet form this ___ day of _____, 2024.

_____
Tori-Love Garron, Village Clerk

Exhibit "A"

Legal Description
of the Subject Property

LOTS 6, 7, AND THE EAST 14 FEET 4 INCHES OF LOT 8 IN CUMMING'S AND FOREMAN'S REAL ESTATE CORPORATION MADISON STREET AND 17TH AVENUE SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON PROPERTY ADDRESS: 1000 MADISON STREET, MAYWOOD, ILLINOIS 60153

PIN(S): 15-15-206-004-0000, 15-15-206-005-0000, 15-15-206-030-0000

Exhibit "B"

FINDINGS OF FACT AND RECOMMENDATION OF THE PLAN COMMISSION / ZONING BOARD OF APPEALS OF THE VILLAGE OF MAYWOOD TO THE PRESIDENT AND BOARD OF TRUSTEES FOR A SPECIAL USE FOR AN INDOOR RECREATION FACILITY FOR PROPERTY LOCATED AT 1000 MADISON STREET, MAYWOOD, ILLINOIS

Dated July 23, 2024

(attached)

FINDINGS OF FACT AND RECOMMENDATIONS OF
THE PLAN COMMISSION/ZONING BOARD OF APPEALS OF THE VILLAGE OF MAYWOOD TO
THE PRESIDENT AND BOARD OF TRUSTEES
Case #24-005
July 23, 2024

APPLICATION: **PC/ZBA Case #24-005 – For a Special Use Permit to allow the operation of an Indoor Recreation Facility in the C-2 Pedestrian-Oriented Commercial Zoning District, on the property located at 1000 Madison Street, Maywood, Illinois.**

PROPERTY: **1000 Madison Street, Maywood, Illinois 60153 (the "Property")**

PETITIONER: **Juan Uribe and Jose Garcia (the "Petitioners")**

SUMMARY OF REQUEST AND RECOMMENDATION: Juan Uribe and Jose Garcia filed a petition for a special use permit for an Indoor Recreation Facility at 1000 Madison Street (the "Property"). The Property is located in the C-2 Pedestrian-Oriented Commercial Zoning District. The special use permit will allow the Petitioners to renovate the building and open an indoor recreation facility featuring two indoor soccer fields at 1000 Madison Street. This project requires the granting of a special use permit as indicated in Section 8.2 – Permitted and Special Uses, Table 8.1 – Commercial Districts Permitted & Special Uses of the Village Zoning Code.

Following a public hearing held on July 23, 2024, the Plan Commission/Zoning Board of Appeals (PC/ZBA) recommended approval of the Special Use permit for Petitioners to operate an indoor recreation facility in the C-2 Pedestrian-Oriented Commercial Zoning District to the Village Board of Trustees on a vote of three (3) in favor, one (1) opposed.

BACKGROUND: Petitioners are seeking to open an Indoor Recreation Facility (the "Facility") on the Property. The Petitioners have been involved in sports their whole lives, mainly as soccer players and coaches. The Petitioners have been residents of Maywood (is this right, do they both live in Maywood?) for over ten (10) years and have identified a need for an indoor recreation facility in Maywood after having to travel outside of Maywood for their kids to find an indoor facility to use. An Indoor Recreation use is a special use in the C-2 Pedestrian-Oriented Commercial Zoning District.

PUBLIC HEARING: Commissioner Files, acting as temporary Chairperson, opened the Public Hearing on July 23, 2024. Michele Kitch, the Village's Business Attraction and Retention Coordinator, provided the PC/ZBA with an overview of the petition and background. She noted that there are no other indoor recreation facilities in the Village, and that Village staff was supportive of the request.

Petitioners Juan Uribe and Jose Garcia were sworn in and testified regarding their petition.

Mr. Uribe and Mr. Garcia have been looking for a building for three (3) years. The Petitioners are both familiar with the Village (one lives here and the other's brother lives here???). Over the years, as they have been involved in youth soccer programs with their kids and nieces, they have had to travel outside of the Village to find an indoor soccer facility. The Petitioners propose renovating the current industrial building so that it would contain two (2) indoor soccer fields, with an artificial turf playing surface, that could be curtained off to accommodate many other uses. The Petitioners also propose installing a second-floor open spectator area for parents to view the fields. The extensive renovation will consist of a completely rebuilt interior of the building, including electrical and plumbing upgrades, the installation of bathrooms and the conversion of the second-floor offices into the open spectator viewing area. The exterior renovations will include new lighting and security camera system, replaced or repaired roof, and the creation of a new rear parking area and a drop-off and pick-up area on the east side of the building. The Petitioners have a background in construction and understand that there is a lot of work to be done to convert the current building into their planned indoor recreation facility. The plan provides for thirteen (13) parking spaces on the Property, and Petitioners are talking to the business operator at Rock of Ages, located at 912 Madison Street (Is this right? 912 Madison appears to be an apartment building, 902 Madison has a larger parking lot) , about sharing their parking lot, which would add an additional twenty-five (25) parking spaces.

The Commissioners asked a number of questions about parking and the potential of traffic congestion. The Petitioners stated that the proposed Facility will not require as much parking as other indoor recreational facilities in the region because they will only have two (2) indoor fields, compared to others with seven (7) or eight (8), so the proposed Facility will require less parking than many others, but they stressed the importance of obtaining parking rights at 912 Madison Street. Likewise, the Petitioners stated that due to the smaller size of the proposed Facility, the additional traffic intensity on Madison Street will be minimal.

The Commissioners asked about the Petitioners' business model and security measures for the proposed Facility. The Petitioners stated that they will need to rent the facility for forty-five (45) hours each week. They hope to attract two (2) local youth soccer academies, who have approximately eighteen (18) teams each, to use the proposed Facility as their home practice space. The Petitioners understand that the Facility may not be profitable right away, and they plan to donate their time to getting the proposed Facility up and running. The plan is to have two (2) employees when the Facility first opens, with a third employee being added later. One of the Petitioners, a Chicago Police Officer, mentioned the importance of installing a camera security system, and stated that he plans to recruit other police officers to work security at the Facility when needed.

There being no further questions or members of the public wishing to speak on the application, the Public Hearing was closed.

MOTION: After the Public Hearing was closed by Temporary Chairperson Files, Commissioner Dawson made a motion to recommend for approval to the Board of Trustees a special use for the Indoor Recreation use in the C-2 Pedestrian-Oriented Commercial Zoning District at the Property located at 1000 Madison Street, subject to the condition that the Petitioners are able to obtain a standard written parking agreement with a nearby property, to allow for at least thirty-two (32) total parking spaces for use by the proposed Facility, before the Village issues a certificate of occupancy. The motion was seconded by Temporary Chairperson Files. The motion was carried by roll call vote as follows:

Ayes: Temporary Chairperson Files, Commissioner Dawson
Nays: Commissioner _____

Abstain: Commissioner _____

2-1-1 motion carried.

FINDINGS: The PC/ZBA makes the following Findings as to the Special Use:

The establishment, maintenance and operation of the special use in the specific location proposed will not be unreasonably detrimental to or endanger the public health, safety or general welfare of any portion of the community:

The proposed use of the Property does not inherently impact neighboring properties. The plan for the Property includes a significant renovation that will improve the look and function of a long vacant property. The smaller size of the proposed Facility will not have a detrimental effect on traffic congestion in the area, and the Petitioners are addressing the parking concerns. A majority of the PC/ZBA found this standard to have been met.

The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use:

Currently, the properties within the immediate vicinity are a mix of retail, service, and residential uses. The proposed primary use as an indoor recreational facility use is compatible with the existing mix of uses on adjacent and other nearby properties. A majority of the PC/ZBA found this standard to have been met.

The proposed special use will not substantially diminish and impair property values within the immediate vicinity:

The proposed improvements will substantially elevate the condition of the Property, which is currently a vacant warehouse building, and provide a space for indoor youth sports, which is currently unavailable in the Village. This will help to increase the desirability and value of nearby properties. The PC/ZBA found this standard to have been met.

The establishment of the proposed special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district:

The area is already substantially developed. It is expected that the proposed special use of the Property will encourage the owners of other properties in the area to invest in renovations of their properties, supporting and encouraging the future development of the area, and bringing new opportunities, visitors, and revenue to Maywood. The PC/ZBA found this standard to have been met.

Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided:

The Property is served by the existing infrastructure, and the existing utilities and access roads are adequate to service the proposed Indoor Recreation use and ensure its efficient operation. Part of the intended plan includes the securing of a written parking agreement with a nearby property owner to

provide for at least thirty-two (32) parking spaces for use by the proposed Facility. The PC/ZBA found this standard to have been met.

The special use in the specific location proposed is consistent with the spirit and intent of the Village's Zoning Ordinance and its Comprehensive Plan:

The proposed Indoor Recreational Facility use is found to meet this standard, including the Village's goal to revitalize the area, bringing more entertainment-focused businesses and enhancing the commercial aesthetic. The PC/ZBA found this standard to have been met.

RECOMMENDATION: Based upon the foregoing Findings, the PC/ZBA, by a vote of 2-1-1, recommends to the President and Board of Trustees that a Permit to allow a Special Use permit to operate an Indoor Recreation Facility in a C-2 Pedestrian-Oriented Commercial Zoning District on the property located at 1000 Madison Street be approved with the condition that the Petitioners secure a written parking agreement with a neighboring property owner to provide for a minimum of thirty-two (32) total parking spaces for use by the Facility prior to the issuance of a certificate of occupancy.

Signed: _____

Chairperson Sara Lira
Plan Commission/Zoning Board of Appeals
Village of Maywood

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. CO-2024-___

AN ORDINANCE APPROVING
A SPECIAL USE PERMIT FOR AN INDOOR RECREATION FACILITY
IN THE C-2 PEDESTRIAN-ORIENTED COMMERCIAL ZONING DISTRICT
AT 1000 MADISON STREET, MAYWOOD, ILLINOIS
(JUAN URIBE AND JOSE GARCIA)

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the ___ day of _____, 2024, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ___ day of _____, 2024.

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

AYES:_____

NAYS:_____

ABSENT:_____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of _____, 2024.

_____
Tori-Love Garron, Village Clerk

SEAL

Village of MAYWOOD

40 MADISON STREET• MAYWOOD, ILLINOIS 60153 • (708) 450-6351
COMMUNITY DEVELOPMENT

To: Plan Commission/ZBA **Date: July 18, 2024**

From: Community Development Dept. **Prepared by: Michele Kitch**

Case PC/ZBA 24-005

BACKGROUND

An application requesting a special use permit for operating an indoor recreation facility at the property commonly known as 1000 Madison has been submitted by Mr. Juan Uribe and Mr. Jose Garcia and is scheduled for the PC/ZBA meeting on July 23, 2024. The special use permit will support the petitioner's interest to purchase the building and utilize the space as an indoor soccer field. 1000 Madison is zoned C-2 Pedestrian-Oriented Commercial District. Indoor recreation can be accommodated in a C-2 zoning district with approval of a special use permit.

REQUIRED SPECIAL USE PERMIT

The petitioners met with the Community Development Department over the last couple of months expressing their interest in acquiring this building that has been vacant and unutilized. The petitioners are seeking support for their vision to redevelop 1000 Madison into the Maywood Sports Complex primarily serving as an indoor soccer field where both youth and adults can practice, train and play games in the facility. The building is approximately 10,000 square feet which would require 32 parking spaces. The rear of the facility can accommodate up to 13 parking spaces and the petitioners have been in contact with nearby property owners to accommodate the additional parking spaces. The east side of the building on 10th Avenue, has a cement parkway area that can be used for pick up and drop off space. The petitioners have proposed both exterior and interior renovations to create their vision and bring a new amenity to the Village of Maywood.

RECOMMENDATION

Staff recommends that the Plan Commission/Zoning Board of Appeals (PC/ZBA) grant the special use permit for indoor recreation.

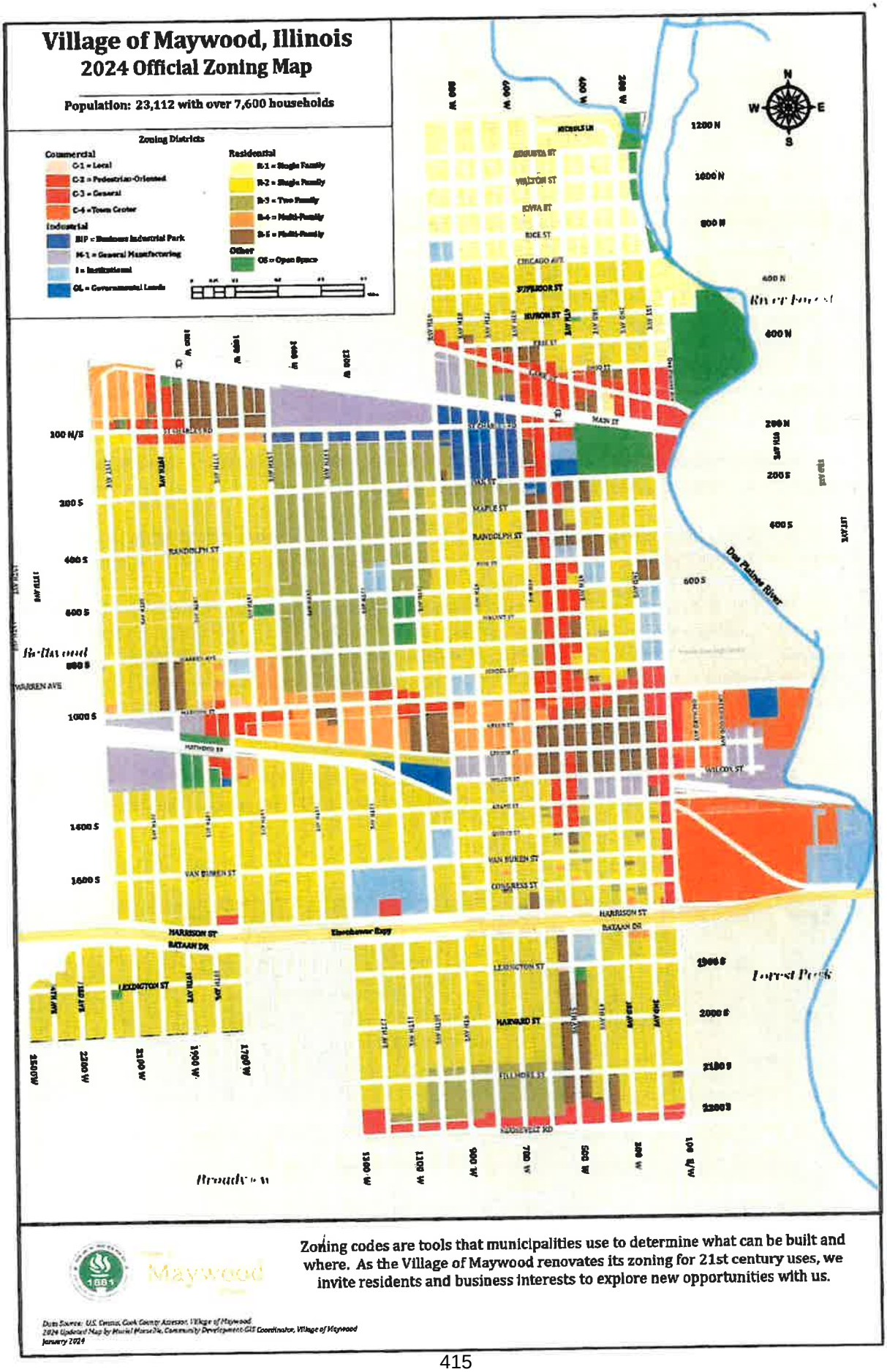
1000 Madison

ATTACHMENTS:

1. CURRENT ZONING MAP
2. TABLE 8-1 COMMERCIAL DISTRICT PERMITTED & SPECIAL USES
3. PROJECT PROPOSAL LETTER
4. PETITION
5. APPROVAL STANDARDS FOR SPECIAL USE PERMIT
6. PROOF OF PAYMENT FOR SPECIAL USE PERMIT
7. OWNER AUTHORIZATION LETTER
8. AFFIDAVIT
9. PUBLIC HEARING NOTICE
10. PROOF OF PUBLICATION IN SUN TIMES
11. PHOTOS OF PUBLIC HEARING NOTICE AT 1000 MADISON
12. MAIL LIST
13. MAIL RECEIPTS
14. RENDERING – BUILDING FRONT VIEW
15. RENDERING – BUILDING FRONT VIEW AND EAST SIDE
16. RENDERING – BUILDING EAST SIDE AND SOUTH SIDE
17. RENDERING – EAST SIDE
18. RENDERING – INTERIOR EXAMPLE
19. RENDERING – INTERIOR EXAMPLE
20. RENDERING – SITE PLAN
21. PLAT OF SURVEY

RECOMMENDED MOTION

MOTION: TO RECOMMEND THE REQUESTED SPECIAL USE PERMIT FOR INDOOR RECREATION FOR THE PROPERTY LOCATED AT 1000 MADISON, MAYWOOD, IL 60153, PC/ZBA CASE 24-005 TO THE VILLAGE BOARD OF TRUSTEES FOR FINAL APPROVAL.


Village of Maywood, Illinois
2024 Official Zoning Map
Population: 23,112 with over 7,600 households
Zoning Districts
Commercial
C-1 = Local
C-2 = Pedestrian-Oriented
C-3 = General
C-4 = Town Center
Industrial
BIP = Business Industrial Park
M-1 = General Manufacturing
I = Institutional
GL = Governmental Lands
Residential
R-1 = Single Family
R-2 = Single Family
R-3 = Two Family
R-4 = Multi-Family
R-5 = Multi-Family
Other
OS = Open Space
Zoning codes are tools that municipalities use to determine what can be built and where. As the Village of Maywood renovates its zoning for 21st century uses, we invite residents and business interests to explore new opportunities with us.
Data Source: U.S. Census, Cook County Assessor, Village of Maywood
2024 Updated Map by Muriel Marseille, Community Development GIS Coordinator, Village of Maywood
January 2024

WHEREAS, the Village is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII (Local Government), Section 6 (Powers of Home Rule Units) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs. The Village is also authorized to enact and amend zoning regulations and its official zoning map pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14); and

WHEREAS, the President and Board of Trustees, pursuant to their statutory zoning powers, home rule powers, and the report, findings of fact and recommendation of the PC/ZBA, have determined that it is in the best interests of the health, welfare and safety of residents of the Village to adopt the Proposed Text Amendments and Proposed Map Amendment, with certain revisions recommended by the PC/ZBA, and certain additional revisions as a result of further discussion by the Board of Trustees, all as set forth below.

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

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

SECTION 2: Approval of Findings of Fact and Recommendations. The President and Board of Trustees of the Village of Maywood approve and adopt the Findings of Fact and Recommendations of the Maywood Plan Commission, a copy of which is attached hereto as **Exhibit "A**, and, subject to certain additional revisions made to the Proposed Text Amendments and Proposed Map Amendment by the President and Board of Trustees after further discussion, incorporate such findings and recommendations herein by reference as if fully set forth herein.

SECTION 3: Code Amendment. The Commercial Uses subsection of Table 8.1 (Commercial Districts Permitted and Special Uses) within Section 8.2 (Permitted and Special Uses) of the Zoning Ordinance is amended to read in its entirety as follows:

VILLAGE OF MAYWOOD, ILLINOIS TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES *(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)*					
S = Special Use P = Permitted Use					
Use[1]	Zoning District				Specific Use Standards
	C-1	C-2	C-3	C-4	
COMMERCIAL USES *(Amended 08/21/2012: CO2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26)*					
Body Art Establishment ~~Tattoo Parlor~~			S		
Art Gallery	P	P	P	P	
Animal Hospital	S	P	P	P	

VILLAGE OF MAYWOOD, ILLINOIS TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES *(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)* *S = Special Use P = Permitted Use*					
Use[1]	Zoning District				Specific Use Standards
	C-1	C-2	C-3	C-4	
Car Wash			S		
Commercial ~~Personal~~ Services Establishment	P	P	P	P	
Currency Exchange		S	S	S	
Day Care Center, Adult or Child	S	S	S	S	Section 11.3.D
Drive-Through Facility		S	S	S	Section 11.3.F
Financial Institution	P	P	P	P	
Funeral Home	P	P	P		
Gas Station		S	P	S	Section 11.3.J
Greenhouse/Nursery			P		
Heavy Retail, Rental and Service			S	S	
Hospital			S		
Hotel/Motel			S	P	
Indoor Entertainment		S	P	S	Section 11.3.I
Indoor Recreation		S	P	S	Section 11.3.I
Kennel/Pet "Day Care" Service		S	P	P	Section 11.3.L
Live Entertainment		S	S	S	
Medical Cannabis Dispensing Organization		S	S	S	Section 11.3.S
Medical/Dental Clinic	P	P	P	P	
Motor Vehicle Dealership			P		Section 11.3.M
Motor Vehicle Rental Establishment			P		Section 11.3.M
Motor Vehicle Service and Repair			S		Section 11.3.N
Office Business	P	P	P	P	
Outdoor Entertainment			S	S	Section 11.3.I
Outdoor Dining	P	P	P	P	Section 11.3.P
Outdoor Recreation			S	S	Section 11.3.I
Payday or Title Loan Agency	S	S	S	S	
Personal Care Establishment	P	P	P	P	Section 11.3.T
Restaurant	P	P	P	P	
Restaurant with Drive-Through		S	P	P	Section 11.3.U
~~Retail Goods Establishment~~	~~P~~	~~P~~	~~P~~	~~P~~	
Retail Goods Establishment - No	P	P	P	P	

VILLAGE OF MAYWOOD, ILLINOIS TABLE 8-1: COMMERCIAL DISTRICTS PERMITTED & SPECIAL USES *(Amended 08/21/2012: CO-2012-33; Amended 07/26/2014: CO-2014-23 & CO-2014-26; Amended 11/20/2014: CO-2014-41)*					
S = Special Use P = Permitted Use					
Use[1]	Zoning District				Specific Use Standards
	C-1	C-2	C-3	C-4	
Sales of Alcohol or Tobacco					
Retail Goods Establishment with Sales of Beer, Wine, and Tobacco – Minimum 3,200sf in Gross Floor Area or More Required		P	P	P	(See also Chapter 117 of the Municipal Code)
Retail Goods Establishment with Sales of Liquor/Spirits Package Goods – Minimum 10,000sf in Gross Floor Area or More Required			S		(See also Chapter 117 of the Municipal Code)
Smoke or Tobacco Shop			S		Section 11.3.V
Smoking Lounge			S		Section 11.3.W
Special Event Space ~~Banquet Hall~~		~~P~~	~~PS~~	~~PS~~	Section 11.3.X
Video Gaming within Full-Service Restaurant			S		Section 11.3.Y

SECTION 4: Code Amendments. Table 9.1 (Office Park and Manufacturing Zoning Districts Permitted & Special Uses) within Section 9.2 (Permitted and Special Uses) of the Zoning Ordinance is amended to read in its entirety as follows:

VILLAGE OF MAYWOOD, ILLINOIS TABLE 9-1: OFFICE PARK AND MANUFACTURING ZONING DISTRICTS PERMITTED & SPECIAL USES *(Amended 03/13/2013: CO-2013-15) (Amended 07/26/2014: CO-2014-26) (Amended 12/21/2023: CO-2023-35)*			
S = Special Use P = Permitted Use			
USE[1]	DISTRICT		SPECIFIC USE STANDARDS
	BIP	M-1	
COMMERCIAL USES			
Body Art Establishment		S	
Commercial ~~Personal~~ Services Establishment	P		
Day Care Center, Adult or Child	S[2]		Section 11.3.D
Drive-Through Facility	S[2]		Section 11.3.F
Financial Institution	P		
Gas Station		S	Section 11.3.J
Greenhouse/Nursery	P		

To Whom It May Concern,

I wanted to share our vision for our sports facility project in Maywood, IL. Our idea is to create two indoor fields as shown on the attached diagrams. The measurements are approximately 45 feet wide by 85ft long and convert the current warehouse that is standing as an old body shop/storage into a multi sports facility. As I managed my soccer club it has been harder and harder to rent an indoor facility and even though we would have a focus on soccer our facility would be open to all youth sports. I have been a resident of Maywood for over 10 years and during all those years we have travelled out of Maywood to find a sport facility for my children. While our primary business would be to run our soccer academy we intend to rent out the facilities for other sports.

Our plan is to hire local companies with experience in commercial building projects to complete renovations with all necessary permits and safety measurements. The outer renovations of the building include, new lighting around the building, security camera system, new tuck-pointing to the south side of the building, replace or fix current roof, create parking spot in the back of the building and a pick up drop off area on the east side of the facility.

Inside renovations would include removing all materials currently in the building, for the most part is empty. We would do all demolition necessary once we have our engineer and our plans approve. Inside renovations would include new plumbing, electrical, bathrooms, doors, windows and the 2 new soccer fields. Based on the Plat of Survey for the property (two-unit building) we plan to build an open deck instead of the current offices in the second level to allowed parents to view our practices and games.

As current business owners we know how important is for any business to become part of the community, our intention is to become an important part for youth athletes in the community.

Sincerely,

Jose Garcia / Juan Uribe

PETITION

Plan Commission/Zoning Board of Appeals

FILE NO. _____

DATE FILED _____

1. Applicant Juan Uribe & Jose Garcia Daytime Phone 773-416-2804

Mailing Address 1013 s 8th ave Maywood IL 60153

Email Address Uribesotoj@yahoo.com

2. Owner(s) of Record Planing on buying Daytime Phone _____

Mailing Address 1013 S 8th Ave Maywood IL 60153

Owner(s) of Record Ohanes Koroghlyan Daytime Phone _____

Mailing Address _____

3. Applicant is: ☒ Owner ☐ Attorney ☐ Other Agent (please specify) _____
(Note: A letter of authorization from the owner(s) of record must be attached)

4. Applicant Relationship to owner Buyer

5. Address/Location of Subject Property 1000 s Madison ave

6. Permanent Index Number(s) of Subject Property 15-20-600-500-0000

7. Present Zoning Classification C2 Proposed Zoning Classification (if applicable) C2

8. Zoning Designations and Uses of properties to the North C2 South R5

East C2 West C2

9. Current Use Mechanical shop Proposed Use (if applicable) Soccer complex

10. Lot Square Footage 14,250 Building Square Footage 10,000

11. Explanation of Relief requested Applying for requested special use.

12. Ordinance Section SECTION 4.4

APPLICATION MUST BE FILED IN TRIPLICATE (one original and 2 copies) WITH ORIGINAL SIGNATURES

I hereby certify that the above statements and all accompanying statements and drawings are true and correct to the best of my knowledge. I hereby consent to the entry in or upon the premises described in this application by any authorized official of the Village of Maywood for the purpose of securing information, posting, maintaining and removing such notices as may be required by law.

Applicant Signature 1/4/24 Date

Please note that advertisement of proposed projects prior to Village approval in no way creates an obligation for Village approval. Any advance promotion of a project is done at the risk of the petitioner.

PAID

MAY 09 2024

Village of Maywood
40 Madison Maywood IL 60153

Approval Standards for Special Uses (Zoning Ordinance, § 4.4(E))

No special use shall be recommended for approval by the Plan Commission/Zoning Board of Appeals and approved by the Village Board unless the Plan Commission/Zoning Board of Appeals has made findings, based upon the evidence presented at the public hearing, to support each of the following conclusions - please respond after each with a short narrative stating how the proposed special use meets or is consistent with each standard:

1. **The establishment, maintenance and operation of the special use in the specific location proposed will not be unreasonably detrimental to or endanger the public health, safety or general welfare of any portion of the community.**

The establishment's operation would not endanger the public health or general safety of any resident in the community. Our establishment would bring a place for recreational sports to benefit members of the community and also a great facility for our youth athletes.

2. **The proposed special use is compatible with adjacent properties and other property within the immediate vicinity of the special use.**

The establishment's special use (indoor sport center) would be compatible with all adjacent properties and other properties in the immediate vicinity. (laundry, nail salon, Family dollar, funeral home).

3. **The proposed special use will not substantially diminish and impair property values within the immediate vicinity.**

An indoor sport center would increase value to all properties in the immediate vicinity as it would change the image of the current empty warehouse and provide services that are currently limited in the immediate area.

4. The establishment of the proposed special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

In my opinion, the establishment's special use would only help and motivate other development and improvement of the surrounding areas.

5. Adequate utilities, access roads, drainage or other necessary facilities have been or are being provided.

All adequate utilities are currently in place and we intend to repair or change anything that needs improvement.

6. The special use in the specific location proposed is consistent with the spirit and intent of the Village's Zoning Ordinance and its Comprehensive Plan.

Our intendent project is consistent with the spirit and intent of the village's zoning ordinance and comprehensive plan, we intent to work with the City of Maywood to ensure all requirements and proper permits are met every step of the project.

5/8/24, 3:46 PM

XBP Confirmation Number: 172277561

Receipt for Payment to:
Village of Maywood

Date/Time:	**05/08/2024 2:46:50 PM**
Transaction #:	**218164171**
Payment Method:	**Visa**
Transaction Status:	**Successful**

Items

ZONING 1000 MADISON AVE	**1000 MADISON**	**600.00**

Notes: SPECIAL USE PERMIT

Total: **600.00**
LIZBETH SUAREZ RUBIO 60153

Payment Service Provided By
www.xpressbillpay.com

Ohannes Korogluyan
3330 Skokie Valley Road – Suite 301
Highland Park, IL 60035

Telephone: **847-433-2600**
Fax: **847-433-2606**

March 13, 2024

Village of Maywood
40 Madison Street
Maywood, IL 60153

Re: Authorization for Juan Uribe and Jose Garcia;
Property Address: 1000 Madison Street, Maywood, IL 60153;
Parcel ID's: 15-15-206-005-0000; 15-15-206-004-0000; and 15-15-206-030-0000.

Dear representative:

I am the owner of the above-referenced property. I have entered into a contract to sell the above-referenced property with Juan Uribe and Jose Garcia. Juan Uribe and Jose Garcia would like to speak with representatives of the Village of Maywood regarding changing the use of the property to a sports complex type building. The Village of Maywood is hereby authorized to speak with Juan Uribe and Jose Garcia regarding any matters related to the property. The Village of Maywood is also authorized to provide Juan Uribe and Jose Garcia with any documents that they request which are related to the property.

Sincerely,

Ohannes Korogluyan
cc: file

AFFIDAVIT OF PUBLIC NOTICE INFORMATION

(Public Notification for Public Hearings is required by the Zoning Ordinance of the Village of Maywood and Illinois Statute and incomplete or inaccurate property owner information, from which notification is made, can invalidate a Public Hearing.)

I, Juan Uribe, attest, as the petitioner or authorized representative of the petitioner, as part of a complete application for the Village to consider proposed project at 1000 Madison Ave (address/property location), that due care was given to identifying the most current list of property owners that are required to be notified per Section 3.3 of the Zoning Ordinance of the Village of Maywood, including their respective mailing addresses and Parcel Identification Numbers (PIN), that this complete and accurate list is hereby transmitted to the Village as an attachment to this Affidavit and that notice was sent by or on behalf of the petitioner via Certified Mail to all owners on the list in conformance with the requirements of Section 3.3 of the Zoning Ordinance.

Project Title/Description: Indoor Soccer facility

Project Proposed Address: 1000 Madison Ave

Attest: Juan Uribe

Printed Name of Petitioner or Authorized Representative

Signature of Petitioner or Authorized Representative

07/12/24

Date

Subscribed and Sworn To Before Me This 12 Day Of July, 2024

Constance Thompkins

Notary Public

OFFICIAL SEAL
CONSTANCE THOMPKINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/16/2025

Date Received (Village Use Only) Staff Initials_____

VILLAGE OF MAYWOOD

NOTICE OF PUBLIC HEARING

Notice is given to all interested persons that the Plan Commission/Zoning Board of Appeals of the Village of Maywood will hold a Public Hearing beginning at 7:00 PM, or as soon thereafter as the business of the Plan Commission/Zoning Board of Appeals permits, on Tuesday, **May 28, 2024**, on the 2nd floor of the Village Council Chambers at 125 South 5th Avenue, Maywood, IL 60153 to consider a petition from Petitioners Juan Uribe and Jose Garcia. The petitioners are seeking the required special use permit for an indoor recreation facility intended for 1000 Madison Street, in the Village of Maywood.

Case PC/ZBA 24-005

Petitioner: Juan Uribe and Jose Garcia
COMMON PROPERTY ADDRESS: 1000 Madsion Street, Maywood, IL 60153
PIN(s): 15-15-206-005-0000, 15-15-206-004-0000, and 15-15-206-030-0000
The property is legally described as follows: Lots 6, 7, and the east 14 feet 4 inches of lot 8 in Cumming's and Foreman's Real Estate Corporation Madison Street and 17th Avenue subdivision in the North East ¼ of Section 15, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, IL.

A special use permit is being pursued for 1000 Madison Street which the petitioners would like to utilize the facility as an indoor soccer field. During the Public Hearing, the Plan Commission/Zoning Board of Appeals will hear testimony from and consider any evidence presented by persons interested in speaking on this matter. Public comments, testimony and objections, if any, on the Special Use request may be considered when received by email or in writing by the Community Development Dept. prior to 4:00 p.m. on the day of the meeting. Emailed comments may be sent to the Community Development Department – Muriel Marseille at mmarseille@maywood-il.gov. Written comments may be submitted to the attention of the Village Planner at 40 Madison St, Maywood, IL 60153.

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 zoning relief 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 13th day of May 2024

By Order of the Plan Commission/Zoning Board of Appeals of the Village of Maywood, Cook County, Illinois.

If you require specific accommodations regarding physical disabilities or require language interpretative services, please contact our office at 708-450-6374.

NOTICE OF PUBLIC HEARING

Notice is given to all interested persons that the Plan Commission/Zoning Board of Appeals of the Village of Maywood will hold a Public Hearing beginning at 7:00 PM, or as soon thereafter as the business of the Plan Commission/Zoning Board of Appeals permits, on Tuesday, **May 28, 2024**, in the 2 nd floor Village Council Chambers at 125 South 5 th Avenue, Maywood, IL 60153, to consider a petition from Petitioners Juan Uribe and Jose Garcia. The petitioners are seeking a special use permit for an indoor recreation facility for property located in the C-2 Pedestrian-Oriented Commercial Zoning District at 1000 Madison Street, in the Village of Maywood.

Case PC/ZBA 24-005

Petitioner: Juan Uribe and Jose Garcia

The property is legally described as follows: LOTS 6, 7, AND THE EAST 14 FEET 4 INCHES OF LOT 8 IN CUMMING'S AND FOREMAN'S REAL ESTATE CORPORATION MADISON STREET AND 17 TH AVENUE SUBDIVISION IN THE NORTH EAST ¼ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL.

PIN(s): 15-15-206-005-0000, 15-15-208-004-0000, and 15-15-208-038-0000 COMMONLY KNOWN AS: 1000 Madsion Street, Maywood, IL 60153

Petitioners are seeking a special use permit for an indoor recreational facility in order to utilize the property at 1000 Madison Street as an indoor soccer field and related recreational facilities.

During the Public Hearing, the Plan Commission/Zoning Board of Appeals will hear testimony from and consider any evidence presented by persons interested in speaking on this matter. Public comments, testimony and objections, if any, on the Special Use request may be considered when received by email or in writing by the Community Development Dept. prior to 4:00 p.m. on the day of the meeting. Emailed comments may be sent to the Community Development Department – Muriel Marcello at mmarcello@maywood-il.gov. Written comments may be submitted to the attention of the Village Planner at 40 Madison St, Maywood, IL 60153.

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Dated this 13th day of May 2024

By Order of the Plan Commission/Zoning Board of Appeals of the Village of Maywood, Cook County, Illinois.
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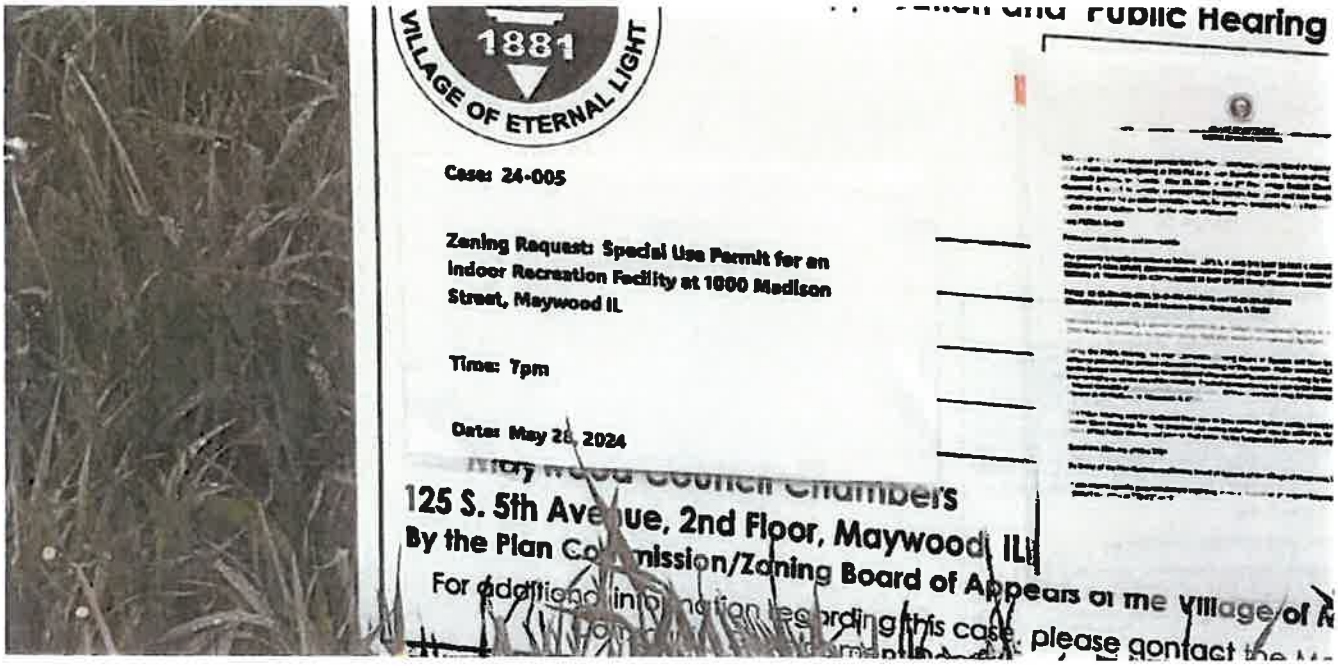
5/13/2024 #1170913


1881
VILLAGE OF ETERNAL LIGHT
Public Hearing
Case: 24-005
Zoning Request: Special Use Permit for an Indoor Recreation Facility at 1000 Madison Street, Maywood IL
Time: 7pm
Date: May 28, 2024
125 S. 5th Avenue, 2nd Floor, Maywood IL
By the Plan Commission/Zoning Board of Appeals of the Village of
For additional information regarding this case, please contact the

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15-10-439-003-0000	833 S 11TH AVE	MAYWOOD		4
15-10-439-006-0000	900 S 10TH AVE	MAYWOOD		5
15-10-439-007-0000	904 S 10TH AVE	MAYWOOD		6
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~~15-10-439-009-0000~~	~~910 S 10TH AVE~~	~~MAYWOOD~~		8
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15-10-439-011-0000	~~1019~~ MADISON ST	MAYWOOD		10
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15-15-207-036-0000	1021 S 10TH AVE	MAYWOOD	70

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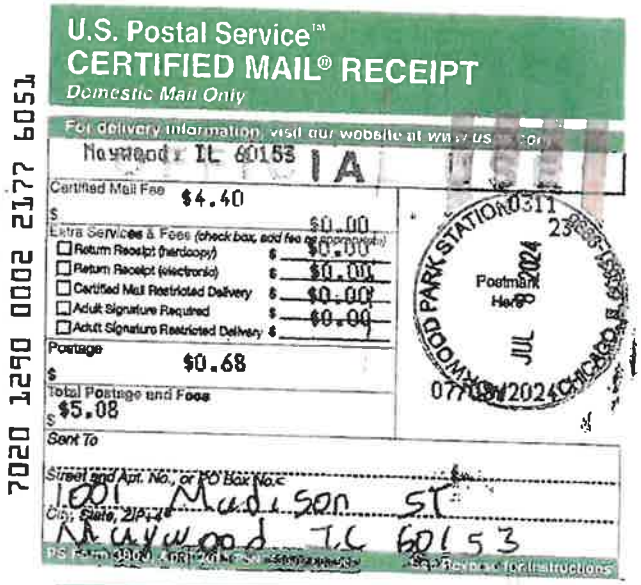
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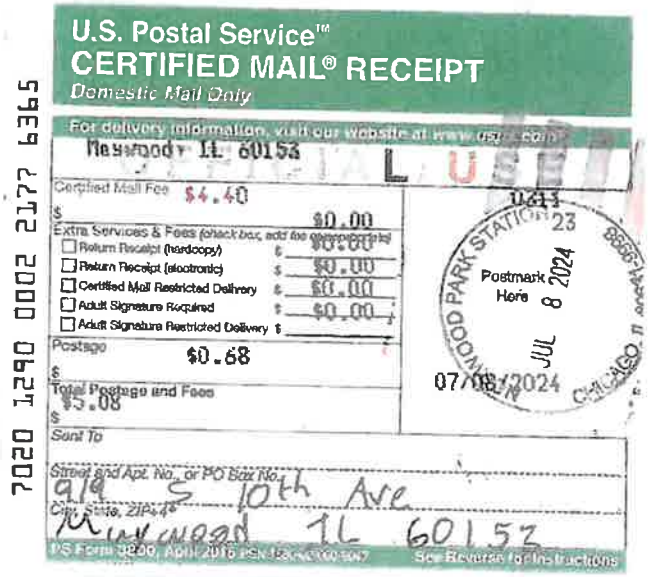
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- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To
Street and Apt. No., or PO Box No. 905 S 10th Ave
City, State, ZIP+4® Maywood IL 60153

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 6099

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OFFICIAL USE

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To
Street and Apt. No., or PO Box No. 1012 S 11th Ave
City, State, ZIP+4® Maywood IL 60153

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 5665

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Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To
Street and Apt. No., or PO Box No. 918 S 4th Ave
City, State, ZIP+4® Maywood IL 60153

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 6396

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Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To
Street and Apt. No., or PO Box No. 905 S 10th Ave
City, State, ZIP+4® Maywood IL 60153

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 6082

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Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To
Street and Apt. No., or PO Box No. 1012 S 11th Ave
City, State, ZIP+4® Maywood IL 60153

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 5672

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OFFICIAL USE

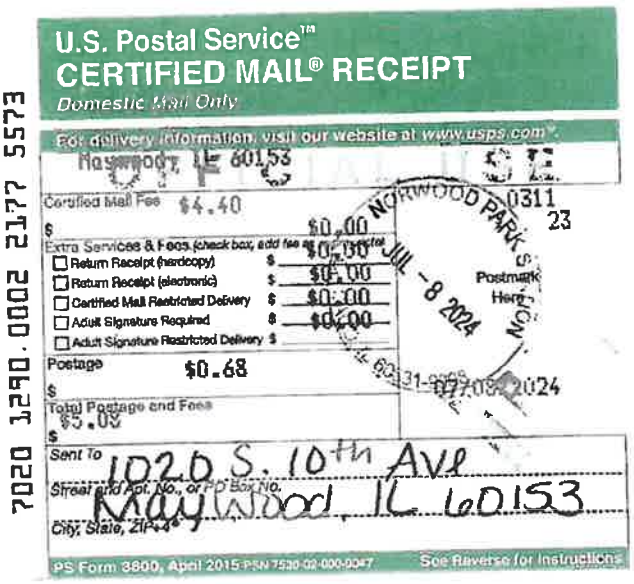
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To
Street and Apt. No., or PO Box No. 1010 S 11th Ave
City, State, ZIP+4® Maywood IL 60153

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 6419



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Maywood IL 60153

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1020 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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7020 1290 0002 2177 5573

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Maywood IL 60153

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1018 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NORWOOD PARK STATION JUL -8 2024 Postmark Here 07/08/2024

7020 1290 0002 2177 6358

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Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1016 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1014 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1021 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Maywood IL 60153

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1010 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

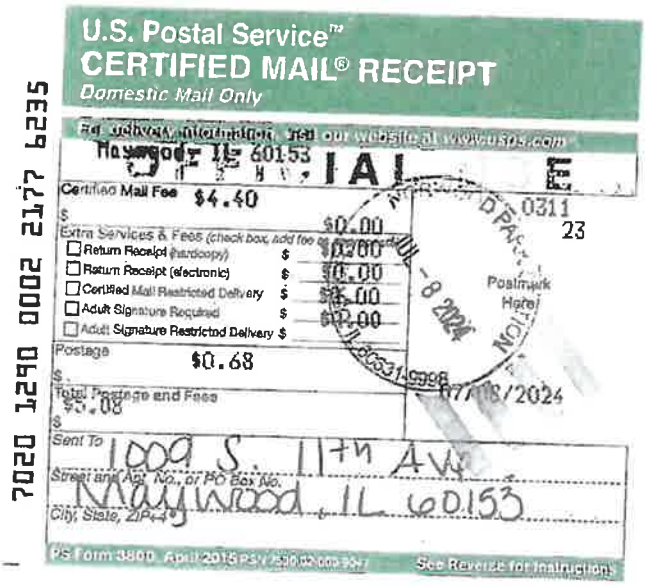
Postage $0.68
Total Postage and Fees $5.08

Sent To 1012 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

NORWOOD PARK STATION JUL - 8 2024 Postmark Here 0311 23

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 6327



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Maywood IL 60153

OFFICIAL USE

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1009 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Maywood IL 60153

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Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1019 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Maywood IL 60153

OFFICIAL USE

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

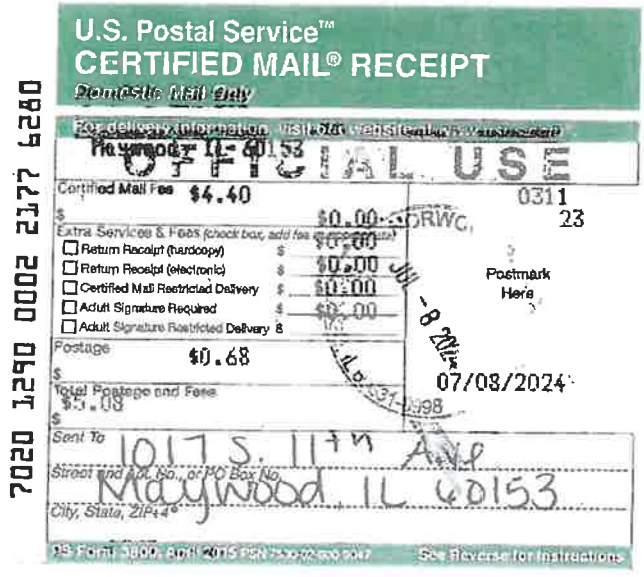
Postage $0.68
Total Postage and Fees $5.08

Sent To 1000 Madison St
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

NORWOOD PARK STATION JUL - 8 2024 Postmark Here 0311 23 07/08/2024

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 6228



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Maywood IL 60153

OFFICIAL USE

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

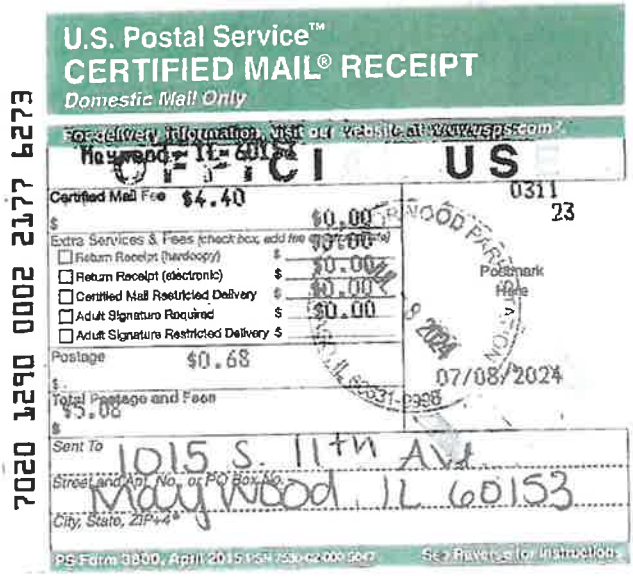
Postage $0.68
Total Postage and Fees $5.08

Sent To 1017 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

Postmark Here 0311 23 07/08/2024

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 1290 0002 2177 6280



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Maywood IL 60153

OFFICIAL USE

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Sent To 1015 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®

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Maywood IL 60153
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Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1000 Madison St
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
0311 23
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7020 1290 0002 2177 6247

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Maywood IL 60153
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1100 Madison St
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
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0311 23
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Maywood IL 60153
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1102 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
0311 23
Postmark Here
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Maywood IL 60153
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1013 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
0311 23
Postmark Here
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Maywood IL 60153
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1002 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
0311 23
Postmark Here
JUL -8 2024
07/08/2024
7020 1290 0002 2177 6181

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Maywood IL 60153
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1011 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
0311 23
Postmark Here
8 2024
08/2024
7020 1290 0002 2177 6242

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Maywood IL 60153
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1018 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
NORWOOD PARK STATION
Postmark Here
JUL - 8 2024
07/08/2024
0311 23
7020 1290 0002 2177 6174

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Maywood IL 60153
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1016 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
NORWOOD PARK STATION
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JUL - 8 2024
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0311 23
7020 1290 0002 2177 6143

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Maywood IL 60153
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1016 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
NORWOOD PARK STATION
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JUL - 8 2024
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0311 23
7020 1290 0002 2177 6167

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Maywood IL 60153
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1014 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
NORWOOD PARK STATION
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JUL - 8 2024
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0311 23
7020 1290 0002 2177 5962

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Maywood IL 60153
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1014 S. 11th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
NORWOOD PARK STATION
Postmark Here
JUL - 8 2024
07/08/2024
0311 23
7020 1290 0002 2177 6150

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Maywood IL 60153
OFFICIAL USE
Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1007 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
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7020 1290 0002 2177 5788

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Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
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Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1022 S. 10th Ave
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Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1011 S. 10th Ave
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Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1013 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
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Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1009 S. 10th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
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Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1018 S. 9th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
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- Adult Signature Restricted Delivery $

Postage $0.68

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- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68

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- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68

Total Postage and Fees $5.08

Sent To 914 Madison St

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- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68

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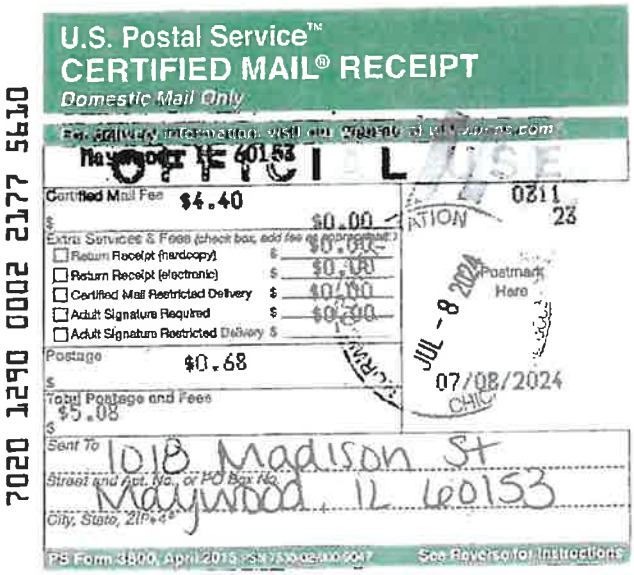

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- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68

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Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1016 S. 9th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
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Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 1016 S. 9th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
City, State, ZIP+4®
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Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
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Postage $0.68
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Street and Apt. No., or PO Box No. Maywood, IL 60153
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
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Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
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Postage $0.68
Total Postage and Fees $5.08
Sent To 1010 S. 9th Ave
Street and Apt. No., or PO Box No. Maywood, IL 60153
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
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Return Receipt (hardcopy) $0.00
Return Receipt (electronic) $0.00
Certified Mail Restricted Delivery $0.00
Adult Signature Required $0.00
Adult Signature Restricted Delivery $
Postage $0.68
Total Postage and Fees $5.08
Sent To 902 Madison St.
Street and Apt. No., or PO Box No. Maywood, IL 60153
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0311 23
JUL - 8 2024
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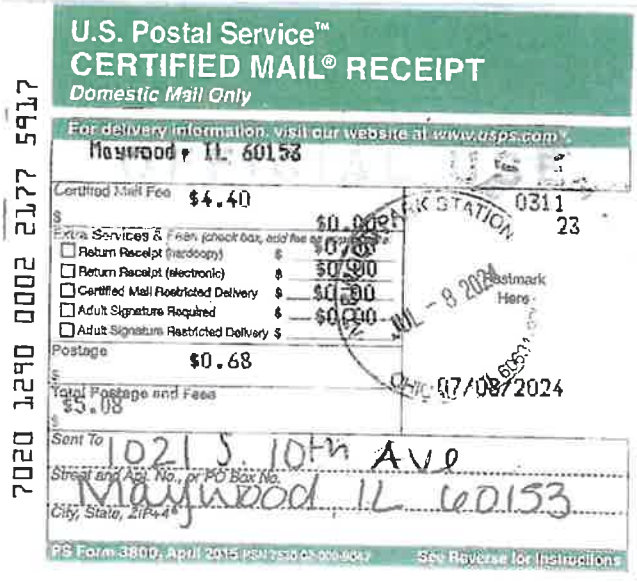
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Return Receipt (electronic) $0.00
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Postage $0.68
Total Postage and Fees $5.08
Sent To 1021 S. 10th Ave
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- Adult Signature Required $0.00
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- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
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- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

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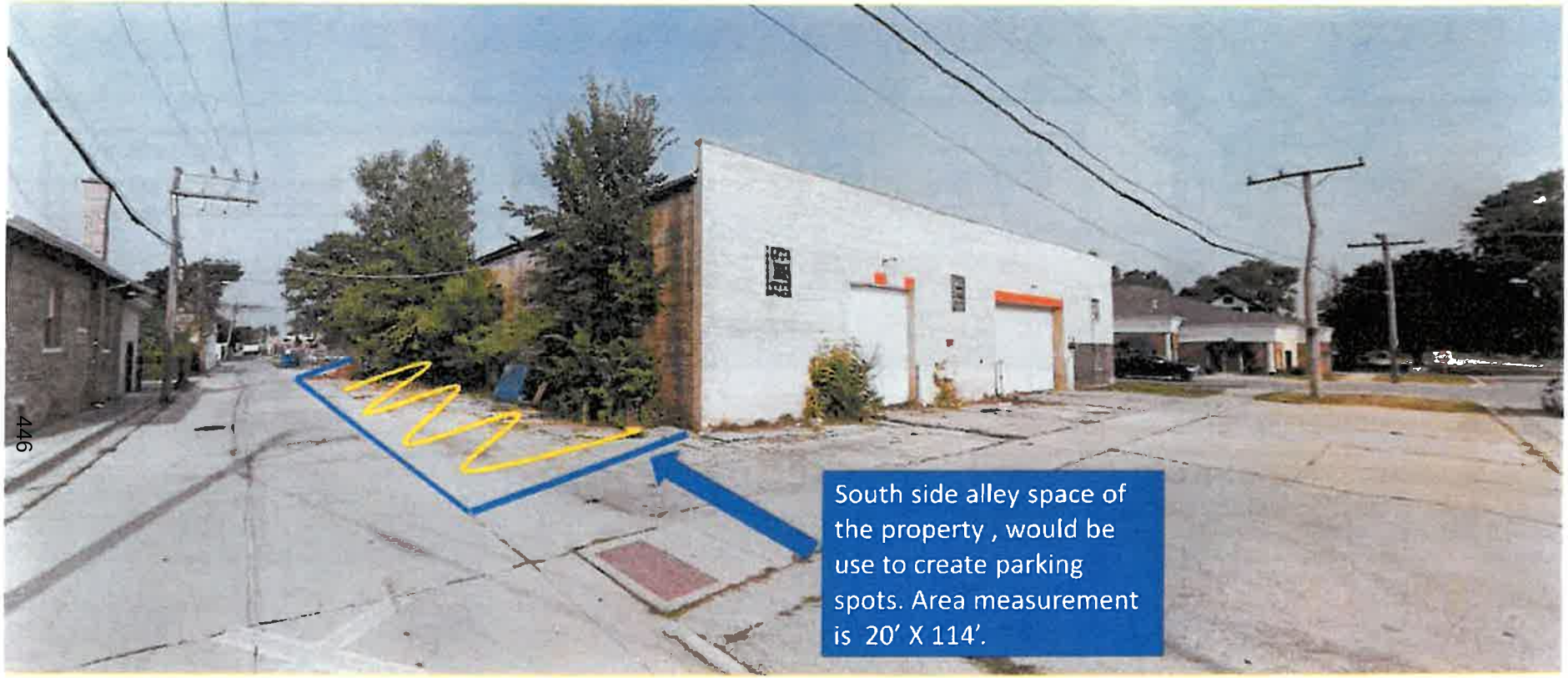
1000 W Madison St

Front of the building we would add proper lighting for safety measurements

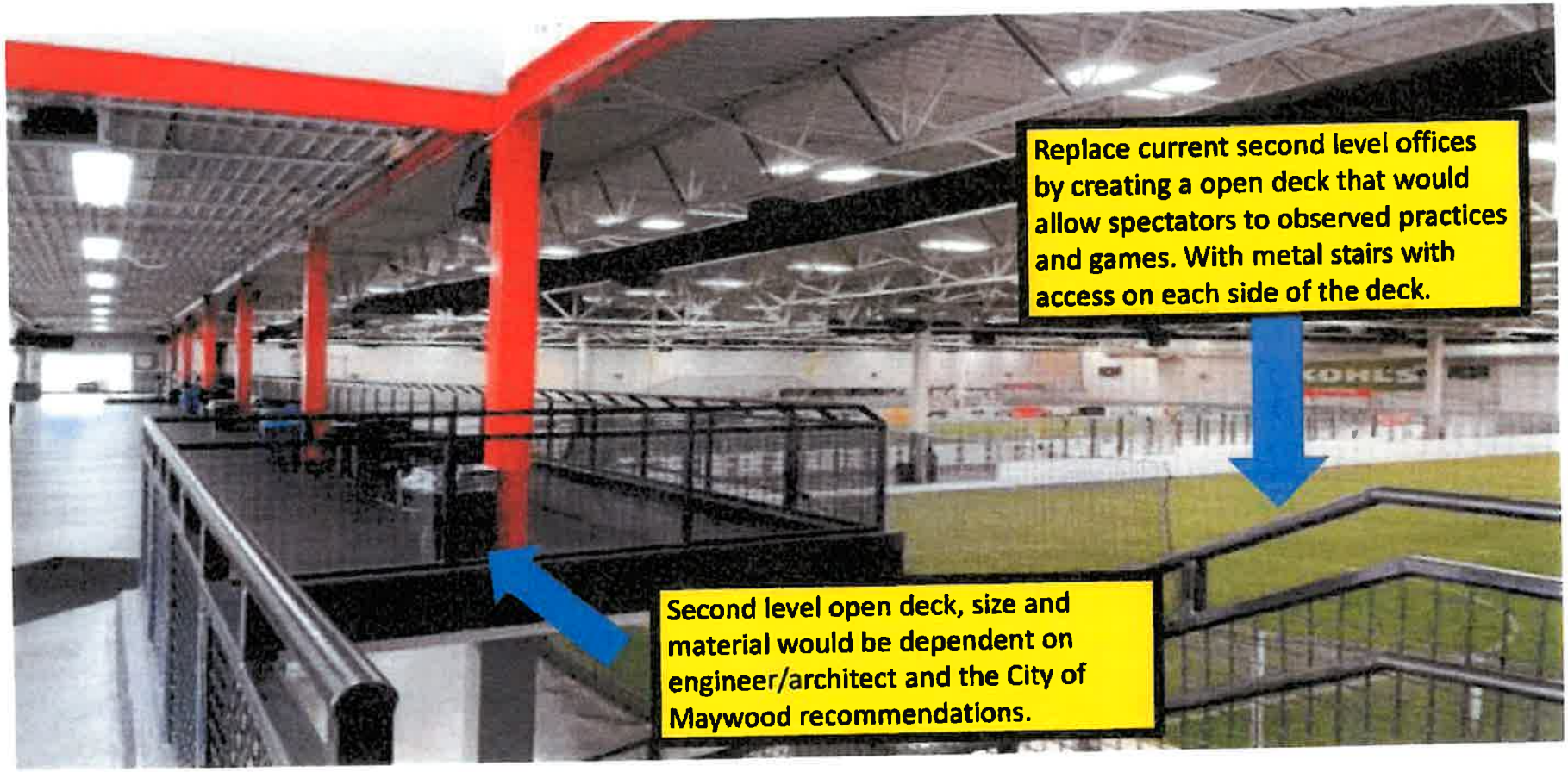
Security Camera system would be installed through the facility

East side of the building proper lighting added.

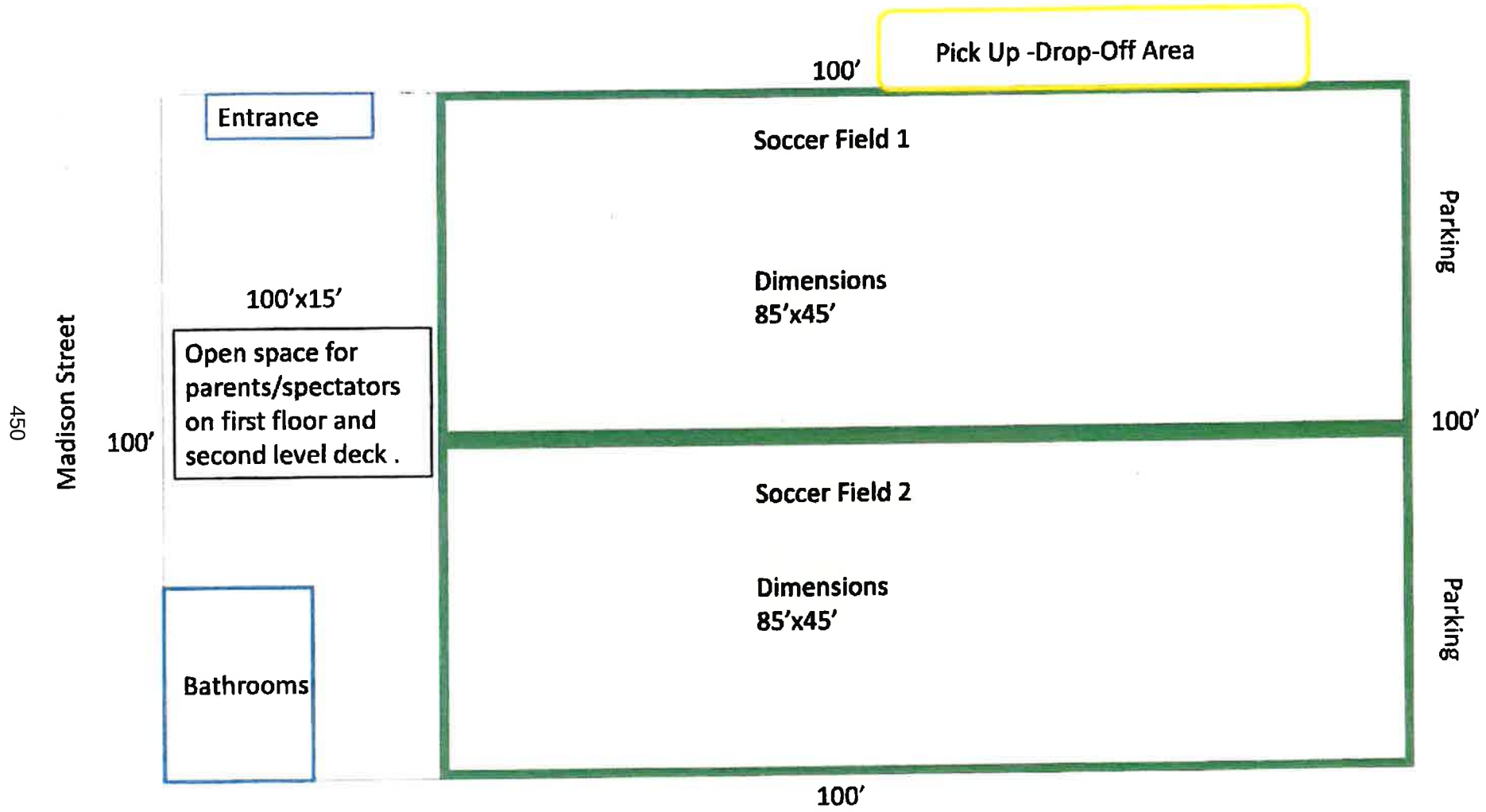

South side alley space of the property , would be use to create parking spots. Area measurement is 20' X 114'.

MAIN ENTRANCE DOOR: Main entrance would be on the side, to keep traffic flowing on Madison St and to avoid any potential safety issues on the main street.
21' x 125'
DROP OFF/ PICK UP AREA: Over 50 % of our soccer academy players get drop off for practice, we intent to create a drop off/ pick up area for easy access to parents and away from the main street.
S 10th Ave
447

Replace second level for spectator above open space



Low clear glass wall for each soccer field with sport nets for spectators safety, surface would be artificial grass.


Pick Up -Drop-Off Area
100'
Entrance
Soccer Field 1
Dimensions
85'x45'
Parking
100'x15'
Open space for parents/spectators on first floor and second level deck .
Madison Street
450
100'
100'
Soccer Field 2
Dimensions
85'x45'
Parking
Bathrooms
100'

HORIZON SURVEY, LLC
P.O. BOX 438607
Chicago, Il 60643
Office: 312-972-7185
horizonsurveychicago@gmail.com

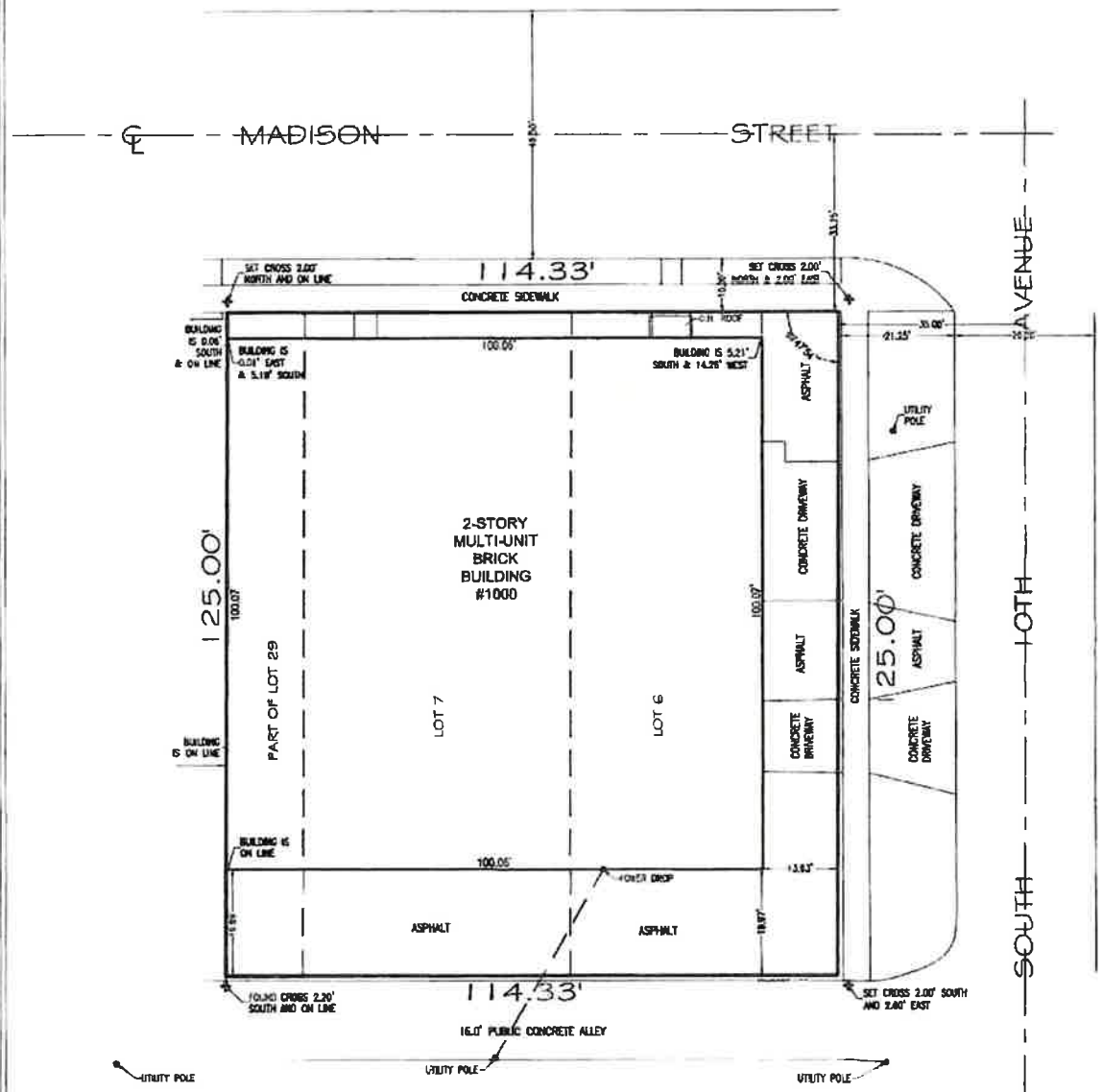
PLAT OF SURVEY

PLAT OF SURVEYS
ATLA/NSPS
LAND DEVELOPMENT

LOTS 6, 7, AND THE EAST 14 FEET 4 INCHES OF LOT 8 IN CUMMING'S AND FOREMAN'S REAL ESTATE CORPORATION MADISION STREET AND 17TH AVENUE SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1000 MADISION ST, MAYWOOD, ILLINOIS.

SCALE: 1"= 20'



COMPARE ALL POINTS BEFORE BUILDING, NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE.
CRITICAL FIELD MONUMENTATION SHOULD BE ESTABLISHED PRIOR TO THE COMMENCEMENT OF ANY AND ALL CONSTRUCTION.
PLEASE REFER TO DEED, TITLE POLICY AND/OR LOCAL ORDINANCES FOR BUILDING LINE RESTRICTIONS AND/OR EASEMENTS NOT SHOWN HEREON.
PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND IMMEDIATELY REPORT ANY DISCREPANCY TO THE SURVEYOR FOR EXPLANATION AND/OR CORRECTION.
ALL DIMENSIONS AND MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT.

JOB #: 1000MADISONST

DATE OF COMPLETION IN THE FIELD: FEBRUARY 14, 2024

PREPARED FOR: THE LAW OFFICE OF JAMES P. ANTONOPOULOS

P.I.N #: 15-15-206-004, 005, & 030-0000 COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1000 MADISON ST., MAYWOOD, ILLINOIS

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

1"=20'
SCALE

This is to certify that HORIZON SURVEY, LLC., by it's managing agent George E. Stourton, P.L.S., Professional Land Surveyor #2058, whose licensure expires November 30, 2024, hereby certifies that the property described on this plat has been surveyed and that the results of the survey are shown on this plat. Dimensions are to U.S. Standard Feet and Decimals thereof, assigned bearings based on assumed north. This Professional Service conforms to the current Illinois minimum standards for a boundary survey.

DATED THIS 15TH DAY OF FEBRUARY, 2024

PROFESSIONAL LAND SURVEYOR — GEORGE E. STOURTON — 2058 — CHICAGO ILLINOIS — STATE OF ILLINOIS

GEORGE E. STOURTON PLS No. 2058
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024

KLEIN, THORPE & JENKINS
ATTORNEYS AT LAW

DD 312 984 6419
mamarrs@ktjlaw.com

900 Oakmont Lane, Ste. 301
Westmont, Illinois 60559
T 312 984 6400

MEMORANDUM

TO: **Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood**
FROM: **Michael A. Marrs**
DATE: **September 4, 2024**
Re: **Possible Addendum to Redevelopment Agreement and TIF Funding for Exclusive Bar and Grill LLC, for redevelopment of property located at 402 through 408 South 5th Avenue**

We are seeking direction at the September 10, 2024 Combined Committee of the Whole/Special Board Meeting on whether to move forward with an addendum to a Redevelopment Agreement with Exclusive Bar and Grill LLC (the "LLC"), the owner of property located at 406 South 5th Avenue. The Village of Maywood ("Village"), in December 2022, held a public hearing on the proposed sale of Village property located at 402 and 408 South 5th Avenue (the "Village Properties") to the LLC for redevelopment as a parking area and outdoor dining area to serve their proposed bar and grill. The Board subsequently approved the sale of the Village Properties to the LLC and associated Redevelopment Agreement.

The project has failed to move forward since Board approval for various reasons, including the owner's struggles to contract with an architect experienced enough to provide buildout documents necessary for Village approvals. The owner has recently engaged a new architect and has provided drainage and site plans to the Village which are currently under review by Village staff.

At this time, the LLC is proposing an Addendum to the previously approved Redevelopment Agreement with the LLC that would:

1. Extend the date for completion of redevelopment of the Bar and Grill and its outdoor dining patio and private parking lot to June 30, 2025;

2. Extend the Closing Date on the Village Properties to a date no later than ninety (90) days following execution of the Addendum; and

3. Provide a Tax Increment Financing Incentive in an amount not to exceed $25,000 (50%/50% matching incentive) to the LLC for reimbursement of a portion of the redevelopment costs associated with the installation of the parking lot and/or outdoor dining area on the Village Properties after they are sold to the LLC.

Assuming the Board concurs with moving forward with the Addendum, including the foregoing terms, the following Motion should be made:

Motion to Direct the Village Manager and the Village Attorney to prepare an Addendum to the Redevelopment Agreement entered into with Exclusive Bar and Grill LLC for the Redevelopment of the 402 through 408 South 5th Avenue Properties, that includes:

a. Extension of the date for completion of redevelopment of the Bar and Grill and its outdoor dining patio and private parking lot to June 30, 2025.

b. Extension of the closing date to a date no later than ninety (90) days following execution of the Addendum for the sale and conveyance of the Village-owned 402 and the 408 South 5th Avenue Properties to the owners.

c. Provision of a not-to-exceed $25,000 Tax Increment Financing Economic Incentive (50%/50% matching incentive) to the owners of the Exclusive Bar and Grill LLC for reimbursement of a portion of the redevelopment costs associated with the installation of the parking lot and/or the outdoor dining area on the 402 and the 408 South 5th Avenue Properties after they are sold to the owners.

A copy of the previously approved Redevelopment Agreement is enclosed for your reference. The Redevelopment Agreement has not been signed by the Parties yet, but will be executed simultaneously with the Addendum upon its approval at a future Village Board meeting.

If there are any questions, please feel free to contact me.

Michael

Enclosure

cc. Tori-Love Garron, Village Clerk (w/ encl.)
Frank Torres, Village Manager (w/ encl.)
Angela Smith, Director of Community Development Department (w/ encl.)
Michele Kitch, Business Attraction & Retention Coordinator, CD Department (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING PLEASE RETURN TO:

Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Box 324

PINs: **15-11-319-011-0000**
15-11-319-012-0000
15-11-319-015-0000
15-11-319-016-0000

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD, an Illinois municipal corporation** located at 40 E. Madison, Maywood, Illinois (the "**Village**" or "**Corporate Authorities**"), and **Exclusive Bar and Grill LLC, an Illinois limited liability company** registered at 406 S. 5th Ave, Maywood Illinois 60153 (the "**Developer**").

SECTION I – PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

1. The Village is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under Section 6(a) of Article VII of the 1970 Constitution.

2. The Village is authorized, under its home rule powers, to assemble and to sell land and other property, real or personal, in the manner and at such price as the Village determines is reasonably necessary to achieve the Village's objectives for the redevelopment of the Village.

3. The Village has the authority to promote the health, safety and welfare of the Village and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes.

4. Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (65 ILCS 5/11-74.4-1, et seq.), as from time to time amended (the "Act"), the President and Board of Trustees of the Village are

empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the Act.

5. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance No. CO-97-02, adopted by the President and Board of Trustees of the Village on March 27, 1997, approved a redevelopment plan and project for the Madison Street/5th Avenue Redevelopment Area (the "Redevelopment Area") as set forth in the document entitled "Madison Street/5th Avenue Tax Increment Financing Redevelopment Project and Plan" (the "TIF Plan"), dated January 22, 1997, prepared by Trkla, Pettigrew, Allen & Payne on behalf of the Village.

6. In accordance with the requirements of the Act, the President and Board of Trustees of the Village, pursuant to Ordinance Nos. CO-97-02 and CO-97-03, respectively, adopted by the President and Board of Trustees of the Village on March 27, 1997, designated the Redevelopment Area as a redevelopment area (as that term is defined by the Act) and adopted tax increment allocation financing for the Redevelopment Area pursuant to the Act for the purposes of implementing the TIF Plan for the Redevelopment Area.

7. The President and Board of Trustees of the Village have determined that the blighting factors described in the TIF Plan are detrimental to the public and impair development and growth in the Redevelopment Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Area. The blighting factors in the Redevelopment Area will continue to impair growth and development but for the use of tax increment financing to pay redevelopment project costs (as defined in the Act) which necessarily must be incurred to implement the aforesaid program of redevelopment.

8. The Village is the owner of two parcels of vacant land located at the southwest corner of 5th Avenue and Randolph Street, commonly known as: 402 S. 5th (PIN: 15-11-319-015-0000), which is approximately 60 feet by 132 feet in size, and 408 S. 5th (PINS: 15-11-319-011-0000 and 15-11-319-012), which is approximately 60 feet by 132 feet in size. Collectively, the two (2) parcels of vacant land are the "Subject Properties". The Subject Properties are legally described on **EXHIBIT 1** attached hereto.

9. The Village desires to convey, and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Subject Properties in an "AS-IS, WHERE-IS," condition.

10. The Developer proposes to improve and develop the Subject Properties along with the Developer-owned property of 406 S. 5th (PIN: 15-11-319-016) (the "Project Site," as legally described on **EXHIBIT 1** attached hereto, and collectively with the Subject Properties, the "Project Properties") as follows:

402 S. 5th: By construction of a paved parking lot with landscaping as required for the adjacent building at 406 S. 5th to be operated as a bar and grill restaurant.

406 S. 5th: By rehabilitation of the existing building to be operated as a bar and grill restaurant.

408 S. 5th: By construction of an outdoor patio with seating and landscaping as required for the adjacent building at 406 S. 5th to be operated as a bar and grill restaurant.

Collectively, the foregoing are the "Improvements" and the purchase and redevelopment of the Project Properties is the "Project." The estimated total cost of the Project is in excess of SIX HUNDRED THOUSAND and 00/100 DOLLARS ($600,000.00).

Subject to future zoning approvals, the Developer may also seek to operate a hookah-lounge on the Project Site.

11. The proposed Improvements are as shown on the Village-approved Site Plan rendering and architectural documents showing proposed improvements on the Project Properties is attached hereto and made a part hereof as **GROUP EXHIBIT 2**. The Village's approval of the Site Plan document is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any building plan approvals or zoning relief that the Developer needs to construct the Project.

12. This Agreement has been submitted to the Developer for consideration and review, the Developer has taken all actions required to be taken prior to the execution of this Agreement, including the approval of necessary corporate resolutions and other appropriate Developer documents, in order to make the same binding on the Developer in accordance with their respective terms, and any and all actions of the Developer prior to the execution of this Agreement have been undertaken and performed in the manner required by law.

13. Because the Subject Properties are located within the Redevelopment Area, on December 6, 2022, the Village President and Board of Trustees of the Village conducted a public hearing relative to the terms, conditions and provisions contained in this Agreement and received a presentation by the Developer regarding its development proposal. At the public hearing, there was an opportunity for proposals from qualified developers for redevelopment of certain land within the Redevelopment Area to be heard.

14. The President and Board of Trustees of the Village, after due and careful consideration, are of the opinion that the Subject Properties, which are currently vacant and unused, and which have been vacant for a number of years, should be put to productive use and should be sold to the Developer because they are no longer necessary, appropriate, or required for use by the Village. The President and Board of Trustees have further determined that the sale of the Subject Properties and development of the Project in accordance with the terms and conditions of this Agreement represents a viable, productive use of the Subject Properties, will be in furtherance of the economic development goals of the Village and TIF Plan, and will thereby help relieve conditions of unemployment, increase employment opportunities, improve the environment of the Village, increase the quality commercial and residential housing stock of the Village, increase the assessed valuation of the real estate situated within the Village, increase the tax revenues realized by the Village, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers.

SECTION II – INCORPORATION OF PRELIMINARY STATEMENTS.

1. **INCORPORATION.** The foregoing preliminary statements are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section II.

SECTION III – TRANSFER OF SUBJECT PROPERTIES.

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign the Agreement below (the "Effective Date"). Once the obligations of the Parties under this Agreement have been fully satisfied for the Project (i.e., construction has been completed as evidenced by the issuance by the Village of a final occupancy permits for the Improvements), then this Agreement shall terminate only in regard to the development obligations (including, without limitation, the obligations set forth in Sections IV.1. and IV.2. of this Agreement), but the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code shall remain in effect and be enforced, and shall control the operation and maintenance of the Project Properties for the time period that the Project exists and continues to operate on the Project Properties, unless the Parties mutually agree to amend this Agreement. In addition, notwithstanding termination, the Developer's obligation to pay taxes, fees and charges per Section IV.2.B., as well as any Village

remedies set forth herein for failure to pay same, shall survive termination and continue in full force and effect for a period of five (5) years from the Effective Date of this Agreement. In addition, Sections IV.2.B.ii., IV.2.B.iii., IV.5.A., IV.5.G., IV.7. and V.2. shall survive termination of this Agreement.

2. **PURCHASE AND SALE**. The Village agrees to sell to the Developer, or a related entity, and the Developer, or a related entity, agrees to purchase from the Village, all of the Village's right, title and interest in the Subject Properties as described in EXHIBIT 1 hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Village and/or any tenants of the Village, if any) located on the Subject Properties, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging.

3. **PURCHASE PRICE.** The purchase price to be paid by the Developer to the Village for the 402 S. 5th Property shall be ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100THS DOLLARS **($1,200.00)** ("402 S. 5th Purchase Price"). The purchase price to be paid by the Developer to the Village for the 408 S. 5th Property shall be ONE THOUSAND TWO HUNDRED AND 00/100THS DOLLARS **($1,200.00**) ("408 S. 5TH Purchase Price"). The 402 S. 5th Purchase Price and 408 S. 5th Purchase Price shall be payable as follows: At the time of conveyance of the Subject Properties ("Closing"), the Developer shall pay to the Village the applicable Purchase Price, plus or minus any prorations as provided herein, including a credit for the remaining portion of the Initial Deposit, if any, paid in accordance with Section III.4. below. The applicable Purchase Price and other charges shall be payable at Closing in good funds by wire transfer or cashier's check.

4. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made or will make an initial deposit with the Village of FOUR THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS ($4,500.00) on the purchase of the 402 S. 5th Property (the "402 S. 5th Initial Deposit") and an initial deposit with the Village of FOUR THOUSAND FIVE HUNDRED AND 00/100THS DOLLARS ($4,500.00) on the purchase of the 408 S. 5th Property (the "408 S. 5th Initial Deposit," and with the 402 S. 5th Initial Deposit, the "Initial Deposits") in the form of a certified check or other certified funds within forty eight (48) hours of the Village's approval of a Resolution authorizing the sale and this Agreement. The purpose of the Initial Deposits is to provide an initial deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Subject Properties, including but not limited to title and closing costs and fees, survey costs, attorneys' fees, and engineer's fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the applicable Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposits at the applicable closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Subject Properties, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposits.

5. **TITLE INSURANCE.** Within thirty (30) days of the Effective Date of this Agreement, the Village, at the Developer's cost and expense, shall deliver to the Developer, a title commitment (the "**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of the applicable Purchase Price for the Subject Properties, subject only to (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "**Permitted Exceptions**"). If the Title Commitment discloses exceptions to title which are not acceptable to the Developer, (the **"Unpermitted Exceptions"**), the Developer shall have fifteen (15) days from its receipt of the Title Commitment and documents evidencing any and all Unpermitted Exceptions to object to the Unpermitted Exceptions. The Developer shall provide the Village with a title objection letter (the **"Developer's Objection Letter"**) listing those matters which are not Permitted Exceptions. The Village shall have thirty (30) days from the date of receipt of the Developer's Objection Letter (**"Village's Cure Period"**) to have the Unpermitted Exceptions removed from the applicable Title Commitment or to cure such Unpermitted Exceptions or to have the

Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, at Village's sole cost and expense. If the Village fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time (the **"Proforma Title Policy"**), the Developer may elect to either (i) terminate this Agreement as to the applicable property, at which time the Developer shall be entitled to have the applicable Initial Deposit, minus any out-of-pocket costs incurred by the Village, returned to the Developer, or (ii) Close taking subject to such Unpermitted Exceptions. All Unpermitted Exceptions, which the Title Company commits to insure at Village's sole cost and expense, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If the Developer does not elect to close hereunder, this Agreement shall become null and void without further action of the parties, and the balance of the applicable Initial Deposit shall be returned to the Developer after the Village's out-of-pocket expenses have been paid. At Closing, the Village shall furnish the Developer an Affidavit of Title, Covenant and Warranty in customary form. The Developer shall pay the cost for any later date title commitment and the cost of the Title Company issuing a Proforma Title Policy to the Developer. The Developer may, at its expense, request that the Title Commitment provide for extended coverage. Any specific title endorsements, including a zoning endorsement, requested by the Developer for its owners' policy and/or loan title policy, shall be paid for by the Developer.

6. **SURVEY.** At least thirty (30) days prior to Closing, the Village, at the Developer's cost taken from the applicable Initial Deposit, shall order and obtain a an ALTA/ACSM topographical survey of the 402 S. 5th Property and the 408 S. 5th Property, prepared by an Illinois registered surveyor and made in compliance with ALTA and Land Survey Standards (and shall satisfy, at a minimum, Table A Options 6, 8, 10, and 11(b)) dated subsequent to the date of this Agreement, certified to the Developer, the Village and the title insurer, depicting the land, improvements, manholes, structures and utility lines in, over, under or upon the land, the locations of all easements upon the applicable Property or appurtenant thereto (identified by the Recorder's Document Number) and showing encroachments, if any, from or upon adjoining property or upon any easements located on the applicable Property, certifying the number of square feet (or the number of acres) to not less than two decimal points, of the applicable Property, and further certifying whether or not the land is located within a federal flood plain (hereinafter collectively referred to as the "**Surveys**"). The Surveys must not reveal any material impediments to developing the proposed uses, as determined by the Developer in its reasonable discretion. A copy of said Surveys shall be provided to the Developer by the Village within ten (10) days of the Village's receipt of same.

Upon approval of the Surveys, the legal description in **EXHIBIT 1** shall be automatically revised to be that of the legal description in the Surveys and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing and signed by both parties.

7. **PLAT OF CONSOLIDATION.** It is agreed to by the Developer and the Village Board of Trustees, that upon the sale of the parcels of land that a plat of consolidation will not be required.

8. **DEED.** The Subject Properties shall be conveyed to Developer by the Village through recordable quitclaim deeds (the "Deeds"). The Deeds shall provide that the Subject Properties are being conveyed in "As Is, Where Is" condition, including any environmental conditions existing in, on or beneath the Subject Properties." The Deeds shall further require that the Subject Properties be developed and maintained as set forth in this Agreement. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the applicable Property to be sold, the Village shall reserve in the applicable quitclaim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The Deeds will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

9. **CONDITION OF THE SUBJECT PROPERTIES.** The Developer acknowledges that the Subject Properties will be conveyed to Developer by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Subject Properties. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Subject Properties or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or, with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Subject Properties, its soil or groundwater, the scope and extent of any remediation performed on the Subject Properties or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Subject Properties. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Subject Properties pertaining to the environmental condition of the Subject Properties, except for those rights necessary for the Village to retain to protect itself from such liability.

The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Subject Properties, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, on the Subject Properties, or the Property's planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

10. **DUE DILIGENCE PERIOD.**

A. At any and all times prior to Closing, Developer shall be entitled to perform any and all investigations, structural and system inspections with regard to the physical condition of the Subject Properties, soil reports, engineering studies, surveys and other studies and tests on the Property which the Developer may reasonably deem necessary, including Phase I and Phase II environmental assessments, as part of Developer's intended redevelopment of the Property (collectively, the "**Inspections**"). Developer understands, acknowledges and agrees that any Inspections undertaken by it prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

B. Developer's access to the Subject Properties to perform the Inspections and Repairs shall be governed by a temporary access agreement with the Village.

C. In the event that the Inspections and Repairs reveal that the Subject Properties are not suitable for the Developer's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Developer, or the presence of any hazardous material, the Developer, shall have the right, in its sole and exclusive judgment, to terminate this Agreement as to the applicable Property prior to the Closing Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph, the Village shall return the applicable Initial Deposit to the Developer, minus any out-of-pocket expenses incurred by the Village, and each party shall otherwise pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other party for such costs and expenses or damages of any other kind, including costs incurred by Developer relative to Inspections performed prior to termination.

D. If the Developer elects to terminate this Agreement pursuant to this Paragraph, Developer shall have the obligation, at the Village's sole discretion, to restore the applicable Property to its original condition prior to such Inspections, and indemnify the Village, as provided herein.

11. **ZONING RELIEF AND SPECIAL PERMISSIONS.**

A. Zoning Relief. The Developer shall, at its cost and prior to the Closing Date, petition and obtain from the Village any zoning relief necessary for construction of the Project including but not limited to any necessary relief relative to proposed uses, height, fencing, density, setback, parking requirements and other requirements imposed by the Village's building and zoning regulations. It is anticipated Developer will seek the following:

(i) Special Use Permit for Live Entertainment
(ii) Liquor License with extended hours from 10pm until 2am
(iii) Ability to apply for a Hookah Lounge in accordance with all Village policies and ordinances
(iv) Video Gaming License

The Village Board, in its sole discretion, will consider and take final action on the above Zoning Relief items and any other requested relief after the Developer completes the zoning application and zoning hearing process. Should the Village fail to approve any portion of the zoning relief necessary for the construction of the Project as outlined herein, or should the Developer fail to accept any conditions placed on such necessary approvals, the Developer may, at its option, choose to amend its submittals and request approval of the amended zoning petition or terminate this Agreement as to the applicable Property for which it did not receive relief. If the Agreement is terminated under this Section, the applicable Initial Deposit, minus any out-of-pocket costs incurred by the Village, shall be returned to the Developer and the parties shall have no further obligation to each other under this Agreement.

B. Final Plans. The approval of this Agreement does not constitute or grant final approval of the Final Plans. The Village shall consider and approve the Final Plans after submittal of the Plans for Village plan review and the issuance of the Village staff and consultant plan review comments, provided they are in substantial conformance with the Village-approved Preliminary Plans. Once approved by the Village, the Final Plans shall be incorporated by reference into this Agreement as **GROUP EXHIBIT 3.**

12. **COSTS / PRORATIONS.**

A. Shared Cost. If the Developer has a lender, then the Developer shall pay the cost of any escrow and closing fee. If no escrow is involved, the parties agree to share equally the closing fee.

B. Prorations. At Closing, the following adjustments shall be computed as of the Closing Date and the cash balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Village having the day prior to the Closing Day.

(i) Real Property Taxes. The Subject Properties are currently exempt from payment of real estate taxes and there shall be no real estate tax proration given to the Developer at Closing. The Developer shall be responsible for all real estate taxes accruing subsequent to the conveyance of the Subject Properties.

(ii) Miscellaneous. Except as otherwise provided herein, all other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as for example, utility bills), the parties shall prorate on the best available information, subject to adjustment within thirty (30) days of the receipt of the final bill or statement. All prorations are final.

C. Village's Costs. The Village shall pay the following costs and expenses in connection with the Closing:

(i) Cost of obtaining any required title curative documents, except for title matters created by or relating to the Developer.

(ii) Recording fees for releasing or terminating any Unpermitted Exceptions or title curative documents.

(iii) Recording fees for any easements retained by the Village.

D. Developer's Costs. The Developer shall pay the following costs and expenses in connection with the Closing:

(i) Recording fees for the Deeds and this Agreement.

(ii) Recording fees for any financing documents.

(iv) In the event that the Developer shall obtain financing for the purchase of the Subject Properties, all costs associated with the Developer's financing, including the Developer's lender's loan policy shall be borne by the Developer.

(v) The premium for a title policy in the amount of the Purchase Price (paid from Developer's applicable Initial Deposit).

(vi) Survey cost (paid from Developer's applicable Initial Deposit).

(vii) Reimbursement to the Village of any reasonable fees, costs and expenses as specified in Section III.4. (paid from Developer's applicable Initial Deposit).

13. **NO DEBTS.** Developer is required to pay all of Developer's fees, debts, judgments, penalties or other money due and owing the Village, if any, prior to or at closing on the Subject Properties and related Project Site. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by it within the Village. Closing may not take place unless all amounts due are satisfied.

14. **OTHER CONDITIONS OF SALE**.

A. Prior to Closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project. An executed loan, grant or equity commitment letter may be considered by the Village as such satisfactory form of proof of available funding;

B. Economic Incentives – Developer intends to apply for a Cook County Class 7a property tax incentive for 406 S. 5th. Developer agrees not to seek a property tax incentive on 402 S. 5th and 408 S. 5th since Developer will not be required to consolidate the PINS. Developer intends to apply for TIF Business Improvement Funds as an additional incentive.

15. **CLOSING DATE.** The Closing Date for conveyance of the Subject Properties shall be concurrent with, or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties. The 402 S 5th Property and 408 S. 5th Property may be closed on the same or separate days, as mutually agreed to by the Parties.

SECTION IV – REDEVELOPMENT OF THE SUBJECT PROPERTIES

1. **CONSTRUCTION OF IMPROVEMENTS.** The Developer shall provide the Village with the Final Plans at least thirty (30) days prior to Closing. The Final Plans shall be attached hereto as **GROUP EXHIBIT 3** and made a part hereof subsequent to the execution of this Agreement and upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval subject to recommendations by Village staff, the Village Engineer and the Village Attorney. Approval of the Final Plans by the Village shall not be unreasonably withheld, provided that: (a) the Final Plans are in substantial conformance with the Preliminary Plans and this Agreement, (b) the Project is designed in accordance with the applicable rules, regulations and ordinances of the state, federal, county or local governing bodies, including the Village, subject to any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities; and (c) the use of the Subject Properties is consistent with the intended use contemplated under this Agreement.

The Developer, subject to force majeure, shall initiate construction of the Project on the Project Properties on or before ninety (180) days following the closing of the Subject Properties. The Improvements on the Project Properties shall be constructed in conformance with the Final Plans which become attached hereto and made a part hereof as **GROUP EXHIBIT 3**, and shall be completed on or before August 31, 2024.

Developer waives any and all rights and claims it may have, whether known, unknown, past, present or future, against the Village relating to the environmental condition of, at or migrating from the Subject Properties.

A. Completion of the Project. After Closing, the Developer shall use its best efforts to commence and complete of the Project in accordance with the Final Plans to be attached hereto.

B. Signage. All signage to be located on the Subject Properties shall be subject to the Zoning Administrator review and approval as part of the Final Plans and in accordance with all applicable Village ordinances and permitting requirements.

C. Construction of Buildings. Subject to delays caused by force majeure, the Developer shall, following conveyance of the Subject Properties, initiate the Project as described in Section I.10, and as more specifically described and depicted in the Final Plan documents attached hereto as **GROUP EXHIBIT 3** and made a part hereof.

If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following ninety (90) days' notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Subject Properties and any improvements thereon back to the Village as further detailed in Section V.1.D.

2. **ADDITIONAL UNDERTAKINGS ON THE PART OF THE DEVELOPER.**

A. As-Is, Where-Is Condition. The Developer agrees to accept the Subject Properties in an **"AS-IS, WHERE-IS"** condition, including all environmental conditions existing in, on or beneath the Subject Properties, upon conveyance of the Subject Properties from the Village.

B. Real Estate Taxes and Fees.

(i) Developer agrees to promptly pay or cause to be paid as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Subject Properties (402 S 5th and 408 S. 5th) and Project Site (406 S. 5th), or as otherwise required under the law or this Agreement, including but not limited to any and all real estate taxes and special assessments with respect to the Subject Properties, if any. If Developer

fails to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, declare Developer to be in default, in which case the Developer may be obligated to reconvey the entire Subject Properties and any improvements thereon back to the Village as further detailed in Section V.1.D. This obligation and the Village's remedy hereunder shall survive termination and be in full force and effect for a period of fifteen (15) years following the effective date of this Agreement.

(ii) Upon completion of the improvements for the Project Site, the Developer may, if eligible, seek a property tax incentive in the form of a Class 7a Cook County Property Tax Incentive or similar Cook County Property Tax Incentive or tax classification.

(iii) Developer agrees not to seek a property tax incentive for the Subject Properties at 402 S. 5th and 408 S. 5th since the Village is not requiring that the aforementioned properties to be consolidated into one PIN.

C. Construction Employment Opportunities and MBE/WBE/VBE Provisions.

(i) Developer agrees to make good faith, commercially reasonable efforts to have its general contractor and subcontractors, to the extent they hire new employees and can include minorities, women and Village residents to work on the Project, hire minorities, women and/or Village residents, during the course of Construction. Nothing in this Agreement shall require the Developer or its contractors or subcontractors to displace any employees in its current work force to achieve the foregoing goal.

(ii) Notwithstanding the foregoing provisions, Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

(iii) The Developer shall comply with the Illinois Prevailing Wage Act and the federal Davis Bacon Act in regard to the Project, to the extent such compliance is required by its applicable funding sources.

(iv) The Developer agrees to provide to any of its contractors, and to cause such contractors to provide to each of their subcontractors, a copy of the Minority Business Enterprise/Women Business Enterprise Participation Program description attached to this Agreement as **EXHIBIT 4** and made a part hereof. The Developer shall cause the construction contract between itself and the contractor, and each subcontractor for work pursuant to such subcontract on the Project, to contain the agreement of the contractor or such subcontractor, as appropriate, to use good faith efforts to comply with the requirements of **EXHIBIT 4**, but failure by the contractor or a subcontractor to meet any participation goal because of unavailability of MBE/WBE contractors or suppliers at competitive rates shall neither constitute a default under this Agreement by Developer nor give rise to any action by the Village to the detriment of Developer.

D. Damage to Public Improvements and Off-Site Improvements. To the extent that the Developer or its employees, contractors, subcontractors or agents damage any private or public utilities or other private or public improvements of any kind that are located on-site or off-site relative to the Subject Properties as part of the construction of the Project, the Developer agrees to promptly repair or replace or restore such damaged improvements with like kind and like quality materials.

3. **NO USE OF PROPERTY AS COLLATERAL.** Prior to Closing, the Developer shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests or other encumbrances to attach to or to be filed against title to the Subject Properties. At or after Closing, the Developer shall not pledge,

collateralize or use the Subject Properties for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose, except for purposes of securing funds to develop and construct the Project. After completion of construction as evidenced by the issuance of a final occupancy permit by the Village for the Buildings and other Improvements on the Project Site, this Agreement, including this Subsection, shall terminate and the Developer shall be allowed to pledge, collateralize or use the real estate and improvements of the Project for purposes of securing any mortgage, loan, lien, debt or other encumbrance for any other project or purpose. Once the Project is complete and the final occupancy permit is issued by the Village, this Agreement shall terminate, except for the continuing obligations and covenants set forth in **Exhibit 5** (Prohibited Uses) and the Village-approved zoning relief and special permissions and the applicable provisions of the Village Code.

4. **JOINT UNDERTAKINGS ON THE PART OF THE VILLAGE AND DEVELOPER.** The Village, at no cost to itself, will assist the Developer upon request to secure and obtain any licenses and permits as may be required from any and all public agencies other than the Village for construction of the Project on the Subject Properties. The Developer, at its cost, shall be responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

5. **DEVELOPER'S REPRESENTATIONS AND WARRANTIES.**

A. Authority to Convey. The Developer hereby represents and warrants to the Village that the Developer has the requisite power and authority to enter into and fully carry out this Agreement and the purchase of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deed.

B. Compliance with Laws. The Developer represents and warrants that the Project and any related improvements made to the Subject Properties during the term of this Agreement shall be constructed, fully completed and maintained in a good and workmanlike manner in accordance with all applicable federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and the building, electric, plumbing and fire codes, that are applicable to the Subject Properties and Project. The Developer further certifies that:

(i) It is not barred from contracting with any unit of State or local government as a result of violating 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*

(ii) It has not been convicted of, or is not barred for attempting to, rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has the Developer and its officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee been so convicted nor made such an admission.

(iii) It shall comply with the Illinois Drug Free Work Place Act.

(iv) It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights and shall not commit unlawful discrimination and shall agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

(v) It shall comply with its own written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

(vi) It is and will remain an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights (**"IDHR"**) Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein.

(vii) It shall comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

(viii) It shall comply with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).

(ix) Any construction contracts entered into by the Developer relating to the Project and any additional improvements to the Subject Properties shall require all contractors and subcontractors to comply with the Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act and the federal Davis Bacon Act, if applicable.

(x) The Developer is neither delinquent in the payment of any tax administered by the Illinois Department of Revenue nor delinquent in the payment of any money owed to the Village.

(xi) It is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, but only to the extent applicable.

The Developer, and its employees, sub-consultants and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of this Agreement, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, and the Village of Maywood. In the event that the Developer, or its employees, sub-consultants and

sub-contractors, in performing under this Agreement are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Developer shall indemnify and hold the Village harmless, and pay all amounts determined to be due from the Village for such non-compliance by the Developer, including but not limited to fines, costs, attorneys' fees and penalties.

The Developer shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

(i) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Developer agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

(ii) Preference To Veterans Act Compliance. The Developer will comply with the Preference to Veterans Act (330 ILCS 55).

(iii) Patriot Act Compliance. The Developer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Developer further represents and warrants to the Village that the Developer 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. The Developer agrees to defend, indemnify and hold harmless the Village, its elected or appointed officials, president and trustees, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

(iv) Other Laws; Changes in Laws. The Developer further represents and warrants that it shall comply with all applicable federal laws, State laws and regulations including without limitation, those regulations in regard to all applicable equal employment opportunity requirements, and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and State statutes, and further agrees to make all required withholdings and deposits therefor. The Developer agrees to maintain full compliance with changing government requirements that govern or apply to the construction of the Project and any additional improvements thereto, and its operation and maintenance of the Project on the Subject Properties. The Developer understands and agrees that the most recent of such federal, county, State, and local laws and regulations will govern the administration of this Agreement at any particular time. Likewise, the Developer understands and agrees that new federal, county, State and local laws, regulations, policies and administrative practices may be established after the date of this Agreement has been executed and may apply to this Agreement.

C. Notice of Claims or Lawsuits. Any claims or lawsuit or complaint of violation of laws that is received by the Developer relative to this Agreement shall be immediately forwarded to the Village Manager.

D. Village Approval of this Agreement. The Developer further acknowledges that because the Village is a municipal entity that this Agreement is subject to the approval of and is not enforceable until approved at an open meeting by the Board of Trustees of the Village of Maywood.

E. Village Plan Approval. The Developer recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the Final Plans, engineering plans and elevations, excavation permits, grading permits, building permits and occupancy permits, and

failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of delay by the Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

F. Adequate Funding for Project. The Developer has identified adequate funds in an amount not less than that required to fund the Project, plus the cost of any anticipated and unanticipated contingencies, and shall close on such funding simultaneously with the Closing on the conveyance of the Subject Properties, and shall subsequently utilize such funds to complete the Project in a timely manner in accordance with the terms of this Agreement.

G. Permitted and Prohibited Uses. The Subject Properties at 402 S. 5th and 408 S. 5th are to be constructed as an outdoor patio with seating and a parking lot for the building at 406 S. 5th which is to be developed as a bar and grill restaurant per this Agreement shall be suitable for commercial uses, including retail uses or other similar restaurant uses, so long as such uses are permitted within a C-2 Pedestrian-Oriented Commercial Zoning District, and provided that the Developer (as well as its successors in interest and successor or future owners of record) agree that no portion of the Project Properties shall be used for any uses not permitted in said District without obtaining the proper zoning approvals from the Village, including any necessary special use permits or other required zoning relief. The Developer (as well as its successors in interest and successor or future owners of record) further agree that, at no time during the term of this Agreement or after the completion of the Project, shall such building contain any of the uses listed in **Exhibit 5** ("Prohibited Uses"), unless the Corporate Authorities of the Village expressly approve of said uses, which approval may be withheld for any reason. This subsection shall survive the termination of this Agreement and shall be a covenant running with the Subject Properties.

6. **VILLAGE'S REPRESENTATIONS AND WARRANTIES.**

A. Authority. The Village hereby represents and warrants to the Developer that the Village has the requisite power and authority to enter into and fully carry out this Agreement and the sale of the Subject Properties, including the execution of all instruments and documents delivered or to be delivered hereunder. This provision shall survive the Closing and shall not merge with the Deeds.

SECTION V - GENERAL PROVISIONS.

1. **DEFAULT.**

A. Village Default. If the Village fails or refuses to comply with any of the terms of this Agreement after receipt of the Developer's notice to cure default that describes the default, for any reason other than the Developer's default hereunder, the Developer shall have all remedies available under law or in equity, including the termination of the Agreement, after the expiration of a ten (10) calendar day cure period in which the Village fails to take commercially reasonable actions to cure the default.

B. Developer Default Prior to Closing. If the Developer, after the Effective Date and prior to the Closing, fails or refuses to comply with any of the terms of this Agreement after receipt of the Village's notice to cure default that describes the default, for any reason other than the Village's default hereunder, the Village's sole remedy shall be termination of this Agreement as to the applicable Property and retention of the entire applicable Initial Deposit, after the expiration of a ten (10) day calendar day cure period in which the defaulting party fails to take commercially reasonable actions to cure the default.

C. Developer Default After Closing. In the event the Developer, after the Closing, fails or refuses to comply with any of the terms of this Agreement for any reason other than the Village's default hereunder, the Village shall have all remedies available under law or in equity, including the termination of the Agreement, after the

expiration of a ten (10) calendar day cure period in which the Developer fails to take commercially reasonable actions to cure the default.

D. Reconveyance to Village. In addition to C. above, in the event Developer fails or refuses to develop the Subject Properties consistent with the timelines set forth herein, or consistent with the Project as set forth in the Final Plans making up **GROUP EXHIBIT 3** or as may be modified by mutual agreement of the parties, if necessary, or to otherwise commence or complete construction within the timelines set forth in Section IV.1. (subject to Force Majeure and weather conditions, substantial completion coupled with continuous progress towards completion, and the mutual agreement of the parties), or fails to pay applicable property taxes as specified in Section IV.2.B., the Village may terminate this Agreement upon ninety (90) days written notice provided under this Section V.1., subject to the Developer's right to cure the default during the notice period. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Subject Properties during the time period owned by the Developer; and (ii) re-convey title to the Subject Properties by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Subject Properties) to the Village at no cost to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Subject Properties, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Subject Properties or improvements made by Developer thereto. Upon reconveyance by Developer, and subject to the rights of Developer's lenders, the Village shall have the right to re-enter and re-possess the Subject Properties and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subject to and subordinate to any mortgage or any other third-party lien holder. The rights of the Village as to construction timelines as set forth in this Section V.1.D. shall terminate upon completion of construction as evidence by the issuance of a final occupancy permit by the Village for the Improvements. The rights of the Village as to reconveyance for nonpayment of real estate taxes or other fees as set forth in this Section V.1.D. and IV.2.B. shall terminate fifteen (15) years following the effective date of this Agreement.

E. Mutual Termination. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated in whole or in part prior to Closing by mutual consent of the Village and Developer for any reason without any liability, damages or compensation, other than retention by the Village of its out-of-pocket expenses from the Initial Deposit. This Agreement may be terminated after Closing by mutual consent of the Parties.

2. **LIMITATION ON LIABILITY AND INDEMNIFICATION OF THE VILLAGE**. The Developer waives and releases its right to pursue or seek any punitive damage claim or award against the Village, its officers, officials, trustees, agents, volunteers, representatives and/or employees arising out of or relating to any breach, violation or termination by the Village or its elected or appointed officers or officials, trustees, agents, volunteers, representatives and/or employees, of any obligation, covenant, or provision of this Agreement, including the termination of the Agreement.

In addition, the Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, **"Losses"**) pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees may incur from or on account of Developer's use and access to the Subject Properties, any soil or groundwater assessments or other tests or surveys of any kind

conducted by the Developer pursuant to this Agreement and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's activities at the Subject Properties. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Subject Properties. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees and the Developer, the Developer shall at all times be held solely responsible to all persons on the Subject Properties present there because of the Project. The Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which the Developer and the workers have, or may have, arising out of the Project, except to the extent that any contamination occurs as a result of any negligent or willful and wanton acts or omissions actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, attorneys, representatives and/or employees. The obligations of Developer under this subsection shall survive the termination of this Agreement.

3. **BROKERAGE.** The Village and the Developer each represent and warrant to the other that, in connection with this transaction, no third-party broker or finder is entitled to compensation as a consequence of the conveyance of the Subject Properties, and no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of the conveyance of the Subject Properties. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties other than those listed, claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Agreement. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.

3. **NOTICES.** Any and all notices, demands, consents and approvals required under this Agreement shall be sent and deemed received: i) on the third (3rd) business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or ii) on the next business day after deposit with a nationally- recognized overnight delivery service (such as Federal Express) for guaranteed next business day delivery, or iii) by e-mail on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

To the Village:
Village of Maywood
Attention: Village Manager
40 Madison Street
Maywood, Illinois 60153
Phone: 708-450-6301
E-Mail: jkrischke@maywood-il.org

With a copy to:
Klein Thorpe and Jenkins, Ltd.
Attention: Michael A. Marrs
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: 312-984-6419
Email: mamarrs@ktjlaw.com

To the Developer: Exclusive Bar and Grill LLC
Attention: Darian Wilbert and Tiffany Sykes
406 S 5th Avenue
Maywood, IL 60153
Phone: (708) 785-7083
Email: wilbertdarian79@gmail.com

With a copy to: Jack Kennelly
Spina McGuire and Okal PC
7610 W. North Avenue
Elmwood Park, IL 60707
Phone: 708-453-2800 x319
Email: jack@smolaw.com

4. **ASSIGNMENT.** The Developer shall not assign or transfer the Developer's interest in this Agreement without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion, and provided further, that the Developer shall not be released from its obligations hereunder as a result of such assignment. In the event the Village shall consent to an assignment, the Developer shall deliver to the Village a copy of the fully executed assignment and assumption by the Developer, as assignor and the assignee within five (5) business days of the closing on the assignment.

5. **TIME IS OF THE ESSENCE.** The Developer and the Village mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

6. **FORCE MAJEURE.** Time is of the essence of this Agreement; however, no party shall be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to war, insurrection, riots, floods, earthquakes, fires, casualties, acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, inability to procure materials, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (**"Force Majeure"**). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure, provided that the failure of performance was reasonably caused by such Force Majeure.

7. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

8. **INTERPRETATION.** Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. **APPLICABLE LAW; VENUE.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, grantees, legal representatives, successors and permitted assigns. The parties, and their respective heirs, grantees, legal representatives, successors and permitted assigns, agree that for the purpose of

any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

10. **ATTORNEYS' FEES.** In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

11. **COMPLETENESS AND MODIFICATIONS.** This Agreement, and the Exhibits referenced herein, constitute the entire agreement between the parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the parties. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by the parties hereto.

12. **NO MERGER.** The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the conveyance of the Subject Properties and remain in effect until fulfilled.

13. **RECORDING.** This Agreement shall be recorded against the Subject Properties upon closing, at Developer's cost.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which counterparts taken together shall be deemed to be but one original.

15. **SEVERABILITY.** If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **UNIFORM VENDOR AND PURCHASER RISK ACT.** The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.

17. **NO WAIVER.** No waiver of any provisions or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

18. **DISCLOSURE AFFIDAVIT.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by the Village, the Developer as an owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Subject Properties, and every shareholder entitled to receive more than 7 ½% of the total distributable income of any corporation having any real interest, real or personal, in the Subject Properties, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily know individual having a greater than 7 ½%percent interest, real or personal, in the Subject Properties. Developer agrees to complete the affidavit and disclose such information as is required pursuant to this Paragraph.

19. **SCHEDULE OF EXHIBITS.** The following are attached to or will be incorporated into the Agreement as noted below.

EXHIBIT 1	Legal Description of Subject Properties (attached)
GROUP EXHIBIT 2	Village-Approved Site Plan Rendering and Architectural Documents (attached)
GROUP EXHIBIT 3	Final Plans (to be incorporated into the Agreement after Village approval)

EXHIBIT 4	A copy of the Village of Maywood Minority Business Enterprise/Women Business Enterprise Participation Program (attached)
EXHIBIT 5	List of Prohibited Uses (attached)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois Municipal corporation,

By: _____

Name: _____
Title: Village President

ATTEST:
By: _____

Name: _____
Title: Village Clerk

DEVELOPER:
Exclusive Bar and Grill LLC
An Illinois limited liability company,

By: _____

Name: _____
Title: _____

ATTEST:
By: _____

Name: _____
Title: _____

EXHIBIT 1

Legal Description of Project Properties

THE SUBJECT PROPERTIES:

1. 402 S. 5TH AVENUE PROPERTY:

Lot 18 (except the South 18 feet thereof) Lot 19, Lot 20 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 402 S 5th Avenue, Maywood, Illinois 60153

PINS: 15-11-319-015-0000

2. 408 S. 5TH AVENUE PROPERTY:

16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-011-0000)

Also, the N 7 feet 5 inches of Lot 14 and Lot 15 16 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of the Section 2, the West 1/2 of the Section 11, and the NW 1/4 of Section 14, all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. (15-11-319-012-0000)

ADDRESS: 408 S. 5th Avenue, Maywood, Illinois 60153

PIN: 15-11-319-011-0000 and 15-11-319-012-0000

PROJECT SITE:

Lot 17 and the South 18 feet of Lot 18 in Block 82 in Maywood, being a Subdivision of the S 1/2 of the SW 1/4 of Section 2, the West 1/2 of Section 11, and the NW 1/4 of Section 14, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 406 S. 5TH Avenue, Maywood, Illinois 60153

PIN: 15-11-319-016-0000

GROUP EXHIBIT 2

SITE PLAN RENDERING AND ARCHITECTURAL DOCUMENTS SHOWING PROPOSED IMPROVEMENTS ON THE PROJECT PROPERTIES

(attached)

GROUP EXHIBIT 3

APPROVED FINAL PLANS

(to be incorporated into the Agreement)

FINAL PLANS WERE APPROVED BY THE VILLAGE ON _____,
AND ARE AVAILABLE UPON REQUEST FROM THE VILLAGE CLERK'S OFFICE

EXHIBIT 4

VILLAGE OF MAYWOOD

MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE

(MBE/WBE) PARTICIPATION PROGRAM.

Policy and Terms

A. It is the policy of the Village of Maywood to assure that businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) be provided fair and representative employment and business opportunities in the procurement of goods and services and the award of construction contracts for publicly-supported facilities. By implementation of the MBE/WBE Participation Program, it is not the intent, nor will the Village compromise the quality of services provided through the procurement processes.

The purpose of the Village MBE/WBE Participation Program is to ensure that qualified minority and women businesses have the maximum opportunity to compete for and perform contracts and/or subcontracts for supplies and services. Through the establishment of voluntary goals, the Village will encourage and provide for the increased practicable participation by qualified business enterprises owned by minorities and women.

B. The Village hereby establishes the voluntary goal to award 20% of all contracts and/or subcontracts for supplies and services to businesses certified as MBE/WBE.

C. This voluntary commitment can be met by businesses as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the prime contractor's business or by any combination of the above.

II. Definitions

A. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill, and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firms and Non-MBE/WBE firms.

B. "Certified MBE, WBE or Certified Non-MBE/WBE" includes any qualified contractor, subcontractor providing labor, services, products or materials for the Village of Maywood, who has been certified by one of the agencies or programs listed below:
- City of Chicago Department of Purchases, Contracts and Supplies
- Chicago Regional Purchasing Council
- Chicago Transit Authority
- County of Cook
- Illinois Department of Transportation
- METRA
- Pace
- Women Business Enterprise Initiative Program

III. Procedure to Determine Compliance

Under the supervision of the Village Manager, each department will be responsible for assuring full compliance with the MBE/WBE Participation Program including obtaining and maintaining documentation of outreach efforts and good faith efforts to achieve MBE/WBE goals. Of specific concern is adequate documentation of 1) unsuccessful efforts to solicit MBE/WBE prime contractors, subcontractors or joint venture partners; and 2) MBE/WBE participation being deemed not feasible based upon expense.

IV. Waiver of Procedures

The requirements set forth in these Procedures shall not apply where the Village Manager determines that MBE/WBE subcontractor participation is impracticable. This may occur whenever the Village Manager determines that for reasons of time, need, industry practices or standards not previously known by the Village, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interests of the Village.

EXHIBIT 5

LIST OF PROHIBITED USES

"ADULT" USES

AMUSEMENT ARCADES

BANK (FIRST FLOOR RETAIL BANK USE IS PERMITTED, PROVIDED THE BANK DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

BANQUET HALL/EVENT SPACE

BARBER SHOPS, HAIR SALONS, NAIL SALONS

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

DISCOUNT OR OFF-PRICE RETAILERS OF ANY KIND - PRIMARILY SELLING MERCHANDISE THAT CONSISTS OF "IRREGULAR," "FACTORY-SECOND" OR OTHER IMPERFECT GOODS

GAS STATIONS

HOTELS, MOTELS

INSURANCE BROKERS/AGENCYS, FIRST FLOOR USE IS PERMITTED, PROVIDED THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THIS USE DOES NOT EXCEED 1,200 SQUARE FEET (PERMITTED ABOVE FIRST FLOOR ONLY)

LAUNDROMATS AND DRY-CLEANING PLANT/FACILITY (A DROP-OFF/PICK-UP FACILITY IS PERMITTED ON FIRST FLOOR, PROVIDED THE USE DOES NOT EXCEED 1,200 SQUARE FEET)

MEDICAL-RELATED USE OR MEDICAL CLINIC (FIRST FLOOR MEDICAL USE OR CLINIC IS PERMITTED, PROVIDED THE USE OR CLINIC DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

PARTY GOODS STORES

PAY DAY LOAN STORES

REAL ESTATE SALES (PERMITTED ABOVE FIRST FLOOR ONLY)

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

STOCK BROKER / INVESTMENT HOUSE (PERMITTED ABOVE FIRST FLOOR ONLY)

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TITLE COMPANY (PERMITTED ABOVE FIRST FLOOR ONLY)

TOBACCO/SMOKE SHOP

TRAVEL AGENTS (PERMITTED ABOVE FIRST FLOOR ONLY)

TELEMARKETING SERVICES (PERMITTED ABOVE FIRST FLOOR ONLY)

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

IT IS THE INTENT THAT THE ABOVE-LISTED CATEGORIES OF PROHIBITED USES ARE TO BE LIBERALLY CONSTRUED SUCH THAT A USE WHICH ARGUABLY FALLS INTO ONE OF THE CATEGORIES IS PROHIBITED. NOTHING SHALL PREVENT THE VILLAGE, IN ITS SOLE AND EXCLUSIVE DISCRETION, FROM ALLOWING A PROHIBITED USE TO EXIST AS PART OF THE PROJECT, PURSUANT TO A WRITTEN APPROVAL BY THE CORPORATE AUTHORITIES OF THE VILLAGE.