

ORDINANCE NO. CO-2021-07

AN ORDINANCE AUTHORIZING AND APPROVING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND AND WATER SYSTEM AND GARBAGE ENTERPRISE FUND TO PAY FOR THE 2021 FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT AND AWARD OF CONTRACT TO LOW BIDDER SWALLOW CONSTRUCTION CORPORATION (Low Bid Contract Price: \$1,911,966.00)

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 “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, 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 2021 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 2021 First Avenue Water Main Improvement Project (the “Project”), which consists of the following improvements: replacement of deteriorated water main located on the west side of First Avenue from Harrison Street to Washington Boulevard within the water supply system of the water supply system of the Village of Maywood. 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

Water System and Garbage Enterprise Fund. Based on the location of the Project work, the funding allocation for the Project costs shall be split as follows: 85.30% shall be paid with Madison Street / 5th Avenue TIF District Funds and 14.70% shall be paid with Village Water System / Garbage Enterprise Fund; and

WHEREAS, based on a competitive bidding process, Swallow Construction Corporation, the lowest, responsive, qualified bidder, submitted a bid to perform the Project work for an amount not to exceed One Million Nine Hundred Eleven Thousand Nine Hundred Sixty-Six and 00/100 Dollars (\$1,911,966.00). The cost allocation of the Project within the Madison TIF District (approximately 85.30% of the work) is approximately One Million Six Hundred Thirty Thousand Nine Hundred Seven and 00/100 Dollars (\$1,630,907.00). The cost of the Project work to be performed outside of the Madison TIF District (approximately 14.70% of the work) is estimated to be Two Hundred Eighty-One Thousand Fifty-Nine and 00/100 Dollars (\$281,059.00) and will be paid with the Water System / Garbage Enterprise Fund. The Village Engineer's Memorandum dated April 8, 2021 and Bid Tabulation regarding the bid evaluation for the Project is attached to this Ordinance as **Group Exhibit "A"**; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or "Village Board") desire to hire Swallow Construction Corporation (the "Contractor") to perform construction work associated with the completion of the Project in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND SWALLOW CONSTRUCTION CORPORATION FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR THE 2021 FIRST AVENUE WATER IMPROVEMENT PROJECT" (the "Agreement"), a copy of which is attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, the monies to be used to pay for the construction of the Project under the attached Agreement are eligible expenses that can be paid for with Madison Street / 5th Avenue TIF District Funds pursuant to the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended, (the "Act") and are eligible expenses payable from the Village's Water System and Garbage Enterprise Fund; 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 Street / 5th Avenue TIF District Funds and the Village's Water System and Garbage Enterprise Fund for the purpose of paying the Contractor to complete the Project; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Group Exhibit "A"**) and to approve the expenditure of its Madison Street / 5th Avenue TIF District Funds and the Village's Water System and Garbage Enterprise Fund for the eligible costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, and finds that entering into the Agreement is in the best interests of the Village, its residents, business owners, property owners and the public.

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

SECTION 1: 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 Division 6 of Article VII 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 Project within the Plan and Project Area including, but not limited to, the following:

1. Performance of Project work described above in the Recitals of this Ordinance.
2. Costs for professional services related to the Project, including, but not limited to, legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

The low bid price for completion of the Project is an amount not to exceed One Million Nine Hundred Eleven Thousand Nine Hundred Sixty-Six and 00/100 Dollars (\$1,911,966.00) as described in detail above in the Recitals of this Ordinance and in the Bid Opening Results and Recommendation, as set forth in a Memorandum dated April 8, 2021 and prepared by the Village Engineer for the Project, which is attached hereto as **Group Exhibit "A"** and made a part hereof.

SECTION 4: Authorization of Expenditures; Award of Contract. The expenditure of funds from the Madison Street / 5th Avenue TIF District Funds and the Water System and Garbage Enterprise Fund, in accordance with the allocations set forth above in the Recitals of this Ordinance, is authorized up to the amounts set forth in Section 3 above, or such additional amounts necessary to complete the Project as subsequently approved or authorized by the Corporate Authorities. The Corporate Authorities award a contract for the Project to Swallow Construction Corporation, the lowest, responsive, qualified bidder, in an amount not to exceed One Million Nine Hundred Eleven Thousand Nine Hundred Sixty-Six and 00/100 Dollars (\$1,911,966.00). A copy of the construction contract is attached hereto as **Group Exhibit "A"** and made a part hereof (the "Contract").

SECTION 5: Execution and Delivery of Contract and Other Documents. The Corporate Authorities 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 Contract, 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 Contract. The Corporate Authorities further 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 the Contract, 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 Contract. The Corporate Authorities also authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Contract.

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.

SECTION 10: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 20th day of April, 2021, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED this 20th day of April, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Published by me in pamphlet form this 21st day of April, 2021.

Viola Mims, Village Clerk

Group Exhibit "A"

**Memorandum dated April 8, 2021
prepared by the Village Engineer (Edwin Hancock Engineering Company)
Regarding Bid Evaluation with Bid Tabulation**

and

Construction Contract with Swallow Construction Corporation

(attached)



HANCOCK ENGINEERING

100 Years of
Excellence

Civil Engineers • Municipal Consultants • Established 1911

April 8, 2021

Mr. Willie Norfleet, Jr.
Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Dear Mr. Norfleet:

Re: First Avenue Water Main Improvements Project
Harrison Street to Washington Boulevard
Bid Opening Results and Recommendation

Dear Mr. Norfleet:

Proposals were received for the First Avenue Water Main Improvements Project on March 19, 2021 at the Village Clerk's office. Ten (10) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from five (5) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Swallow Construction Corporation	\$ 1,911,966.00
J. Congdon Sewer Service, Inc.	\$ 1,995,059.50
Unique Plumbing Company	\$ 2,054,468.80
Acqua Contractors Corporation	\$ 2,250,000.00
H. Linden & Sons Sewer and Water, Inc.	\$ 3,138,430.00
Engineer's Estimate	\$ 2,131,805.00

The lowest responsive, responsible bidder for this project was Swallow Construction Corporation, of West Chicago, Illinois. Swallow Construction Corp. is a contractor that has satisfactorily completed work of similar scope recently within surrounding communities, including water main projects in Elk Grove Village, the City of Elmhurst, and the City of Aurora. We have spoken with representatives at each of the above communities, and have received positive references.

The contract specifies goals for the use of Disadvantaged Business Enterprise (DBE) firms, which provides for contracting opportunities to small businesses owned and controlled by socially and economically disadvantaged individuals. The project DBE goals are determined by the scope of work, various construction trades involved, and overall estimate of cost. The DBE Utilization Plan submitted by Swallow Construction Corp. has been reviewed, and has met the stated contract DBE goal.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of August 14, 2021. *We recommend that the Contract for the improvements be awarded to Swallow Construction Corp., in the amount of One Million, Nine Hundred Eleven Thousand, Nine Hundred Sixty-Six Dollars and no/100 (\$1,911,966.00).*

Project Background

The project to be constructed consists of the replacement of the deteriorated water main located on west side of First Avenue from Harrison Street to Washington Boulevard. The improvements are being done to address a water main that is approximately 80+ years old and has a history of recurrent breaks over the last 10 years. The existing water main is located in between the two southbound lanes of First Avenue, which results in repairs having a significantly higher cost due to the volume of traffic using the road and the required traffic control on the State owned roadway.

Summary of Project Scope

The work will include the installation of approximately 2,500' of ten-inch (10") diameter ductile iron water main pipe by horizontal directional drilling method, connection of water mains, installation of new valves, water services and fire hydrants, abandonment of the existing water main, replacement of certain sections of sewer, pavement restoration, intermittent driveway and sidewalk restoration, parkway restoration, and other related work. Other key highlights include improved reconfiguration of the water main feed to Proviso East High School, and looping of the existing water system along Washington Boulevard to improve circulation to the greater system.

The majority of the project is located within the boundaries of the Madison Street TIF, with certain extensions beyond the boundary in order to provide complete system improvements and logical continuity to the Village's water system. A review of the costs indicates that 85.3% of the construction costs are Madison TIF eligible, with 14.7% of the construction costs to be supported by the water fund or general fund.

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

April 8, 2021
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cc: Mr. John West, Director of Public Works
Ms. Lanya Satchell, Director of Finance
Ms. Viola Mims, Village Clerk

Attachments

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
SWALLOW CONSTRUCTION CORPORATION RELATIVE TO
FIRST AVENUE WATER MAIN IMPROVEMENTS**

AGREEMENT made this ____ day of _____, 2021, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and Swallow Construction Corporation, 490 Topsoil Drive, West Chicago, Illinois 60185, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the First Avenue Water Main Improvements, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, and the Project Plans entitled "First Avenue Water Main Improvements, Village of Maywood, Illinois", prepared by Edwin Hancock Engineering Co., consisting of Nineteen (19) sheets with the latest revision date of February 24, 2021, attached hereto, made a part hereof, and designated as Exhibit "A" and Exhibit "B" respectively (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibits the terms of this Agreement shall control.
2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall be commenced within fifteen (15) days of the date of this Agreement and shall be completed on or before August 14, 2021. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;
3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of One Million, Nine Hundred Eleven Thousand, Nine Hundred Sixty-Six Dollars and no/100 (\$1,911,966.00). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated March 19, 2021;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.";

6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;
7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:
 - a. Comprehensive General Liability - \$1,000,000 per occurrence;
 - b. Workers' Compensation - Statutory
 - c. Employer's Liability: \$500,000 per incident.
 - d. Umbrella Coverage - \$1,000,000 per occurrence.
 - e. Automobile Coverage - \$1,000,000 per occurrence.

CONTRACTOR shall furnish to the VILLAGE, prior to commencing any activities under this Agreement, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall list the VILLAGE OF MAYWOOD and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, and EDWIN HANCOCK ENGINEERING COMPANY and its agents and employees as additional insureds on all required insurance policies.

8. Contractor certifies as follows:
 - a. That any work to be performed by it or its contractors on VILLAGE-owned property shall be in a good and workmanlike manner and 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 other applicable codes.
 - b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
 - c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
 - d. In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the foregoing Acts) in the operations conducted by the CONTRACTOR

hereunder. Any complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the VILLAGE.

- e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, 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, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR 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 CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.

- 9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.
- 10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
- 11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

SWALLOW CONSTRUCTION CORP.,
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois
municipal corporation

By: _____
Title:

By: _____
Edwenna Perkins, Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Title:

By: _____
Viola Mims, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, 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-2021-07

AN ORDINANCE AUTHORIZING AND APPROVING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND AND WATER SYSTEM AND GARBAGE ENTERPRISE FUND TO PAY FOR THE 2021 FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT AND AWARD OF CONTRACT TO LOW BIDDER SWALLOW CONSTRUCTION CORPORATION (Low Bid Contract Price: \$1,911,966.00)

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 20th day of April, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of April, 2021.

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: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

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 21st day of April, 2021.

Viola Mims, Village Clerk

[SEAL]