



**SPECIAL VILLAGE BOARD MEETING  
OF THE BOARD OF TRUSTEES  
VILLAGE OF MAYWOOD  
TUESDAY, MARCH 16, 2021  
AT 7:00 PM  
125 SOUTH 5TH AVENUE  
MAYWOOD, ILLINOIS 60153**

**Physical attendance at this public meeting is limited to 50 individuals or 50% room capacity, whichever is less, with priority given to Village officials, Village staff and consultants, subject to social distancing guidelines. The public is encouraged to stay at home and watch, listen to and participate in the public meeting via electronic means.**

**Public comments and responses will be read into the public meeting record. Please submit public comments via email in advance of the public meeting to [cthompkins@maywood-il.org](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) and/or faxing to (708) 681-8818.**

**Options to watch and listen to the public meeting:**

**Live Stream at Village Website Home Page: Go to [www.maywood-il.org](http://www.maywood-il.org) and Click "Video On Demand". The public may listen to and participate in the meeting by joining through zoom (<https://zoom.us>) . The Zoom Meeting ID and Access Code will be available on the Village website in advance of the meeting start time.**

**The Closed Meeting will be conducted via telephone conference call.**

**AGENDA**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE TO THE FLAG**
5. **APPROVAL OF MINUTES FOR SPECIAL BOARD MEETING AND PUBLIC HEARINGS MINUTES OF THE BOARD OF TRUSTEES TUESDAY, MARCH 2, 2021.** 4
6. **OATHS, REPORTS, PROCLAMATIONS, ANNOUNCEMENTS, AND APPOINTMENTS**
7. **FINANCE MANAGEMENT REPORT(S):**
  - A. Approval of Village of Maywood Warrant List No. 200510 through March 11, 2021 in the amount of \$968,216.50. 11
  - B. Village of Maywood FY 2021-2022 Operating Budget Presentation - Recap 20
8. **MAYOR'S REPORT AND THEME: "A shift is coming, things are changing in our favor, when the people get a mind to work"**
9. **PUBLIC COMMENT:**
10. **VILLAGE MANAGER'S REPORT:**
  - A. Discussion and consideration regarding Edwin Hancock Engineering Company agreement for engineering services for the 2020 PY Cook County Project pursuant to the Warren Street CDBG Roadway Improvements from west Village limits to 19th Avenue. 49
  - B. Consideration for Police Chief Val Talley to make presentation concerning MPD Proposal #05 pursuant to informing the Village Board of new legislation found in Illinois House Bill 3653 (the "Safe-T Act") recently signed into law last month as well as informing them about similar Federal legislation found in HR 7120 (the "George Floyd Justice in Policing Act of 2020 116th). 71
  - C. Film concerning Village of Maywood COVID-19 vaccinations by Village Manager. No attachment(s)
11. **VILLAGE ATTORNEY REPORT: None**
12. **OMNIBUS AGENDA ITEMS:**

A. ORDINANCE APPROVING THE FISCAL YEAR 2021/2022 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022)	103
B. RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE WARREN STREET IMPROVEMENTS PROJECT (WEST VILLAGE LIMITS TO 19TH AVENUE), AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2020 CDBGP FUNDS AND GENERAL FUNDS TO PAY FOR THE PROJECT, TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.	108
C. Statement for Legal Services for January 2021 Pertaining to General Matters, in the amount of \$2,660.00, with a cover memo dated March 10, 2021 from Klein Thorpe and Jenkins, Ltd.	134
D. Statement for Legal Services for January 2021 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$19,816.51, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.	140
E. Approval of payment to Accu-tron Computer Service for computer consulting services for the month of March 2021 in the amount of \$6,300.00.	226
F. Approval of payment to Harris Computer Systems for 12/15/20 prorated maintenance for the Village of Maywood in the amount of \$12,482.24.	228
G. Approval of payment to Illinois Department of Employment Security (IDES) in the amount of \$6,554.00.	230
H. Approval of payment to Illinois Environmental Protection Agency (IEPA) for the Water Revolving Fund-Drinking Water Project in the amount of \$27,106.99.	235
I. Approval of payment to J. Nardulli Concrete for construction on the referenced 2020 Green Infrastructure Alley Improvements Project in the amount of \$84,892.33.	237
<b>13. NEW BUSINESS:</b>	
A. Discussion and consideration concerning 2021 Village Pride, Village Wide activities. Sponsor: Trustee N. Booker, Co-sponsors: Trustee(s) M. Lightford and A. A. Sanchez	249
B. Discussion and consideration regarding CERCL and Village of Maywood Vaccination Collaborative. Sponsor: Trustee N. Booker, Co-sponsors: Trustee(s) M. Lightford and A. Sanchez	263
C. Consideration and action on: RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH UNIQUE PLUMBING CO. TO PERFORM CONSTRUCTION SERVICES FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT AT 10TH AVENUE AND ROOSEVELT ROAD, AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TIF DISTRICT FUNDS AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR THE PROJECT, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.	322
D. Consideration and action on: RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE MADISON STREET WATER MAIN IMPROVEMENTS (OPPORTUNITY ZONE - 21ST AVENUE TO 17TH AVENUE) FUNDED IN PART BY A GRANT FROM THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DECO) AND FOR THE APPROPRIATION AND EXPENDITURE OF	334

MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS, TO PAY FOR THE VILLAGE'S GRANT MATCHING CONTRIBUTION OF THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.

E. Consideration and action on: ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES) OF THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT) REGARDING THE IMPOUNDMENT OF VEHICLES USED TO COMMIT THE OFFENSE OF AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.

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14. **OLD BUSINESS:**

A. Consideration for status update on MyCivic. (Trustees N. Booker, A. Sanchez & M. Lightford) No attachment(s)

15. **BOARD OF TRUSTEES REPORT(S): None**

16. **FOR INFORMATION ONLY: None**

17. **CLOSED MEETING SESSION:**

18. **ADJOURNMENT**

cc:	Mayor	Edwenna Perkins
	Trustees:	
		Nathaniel G. Booker
		Isiah Brandon
		Miguel Jones
		Melvin L. Lightford
		Antonio Sanchez
		Kimyada Wellington
	Village Clerk	Viola Mims
	Village Manager	Willie Norfleet, Jr.

**The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster proclamation dated March 5, 2021 (Restore Illinois Plan), and Executive Order 2021-04 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan (COVID-19 E.O. No. 75), as amended.**

**VILLAGE OF MAYWOOD  
BOARD OF TRUSTEES  
SPECIAL BOARD MEETING AND PUBLIC HEARINGS MINUTES  
TUESDAY, MARCH 2, 2021**

Call to Order

The Special Regular Board Meeting of Tuesday, March 2, 2021 was called to order by Mayor Edwenna Perkins at 7:05 P.M. in the Council Chambers at 125 South 5<sup>th</sup> Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Viola Mims, Village Clerk, the following answered Present: Mayor Edwenna Perkins, Trustees I. Brandon (7:09 p.m.), M. Jones, A. Sanchez, K. Wellington (via zoom), M. Lightford and Trustee N. Booker.

Absent: None

Staff Attendance:

Willie Norfleet Jr., Village Manager  
David Myers, Director of Community Development  
Lanya Satchell, Director of Finance  
Valdimir Talley Jr., Police Chief (via zoom)  
John West, Public Works Director  
Michael Jurusik, Village Attorney (via zoom)  
William Peterhansen, Village Engineer  
Angela Smith, Business Development Coordinator

Invocation - Trustee Jones

Pledge of Allegiance to the Flag - Everyone remained standing and recited the Pledge of Allegiance to the Flag of the United States of America.

AGENDA PUBLIC HEARING - PROPOSED FISCAL YEAR 2021/2022 BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022)

Motioned by Trustee Brandon and a Seconded by Trustee Jones to recess into the Public Hearing.

- Call to Order at 7:09 p.m.
- Roll Call - the following answered Present: Mayor Edwenna Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker. Absent: None.
- Acknowledgement of the Public Hearing Notice published in a local newspaper – Mr. Norfleet read the acknowledgement.
- Presentation on the proposed Fiscal Year 2021/2022 Operating Budget (May 1, 2021 through April 30, 2022) by Village Manager.  
A. Discussion of an Ordinance approving the Fiscal Year 2021/2022 Village of Maywood Budget (May 1, 2021 through April 30, 2022). Ms. Satchell gave the presentation
- Questions and Comments by Board Members – Trustees Brandon and Booker made comments.
- Questions by the public and public comment – None
- Final Questions and comments by Board Member – None

Motion to recommend approval of an Ordinance approving the Fiscal Year 2021/2022 Village of Maywood Budget (May 1, 2001 through April 30, 2022).

Motioned by Trustee Sanchez and Seconded by Trustee Booker to approve.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

\* Motioned by Trustee Brandon and Seconded by Trustee Lightford to recess due the departure of Clerk Mims – approved by Mayor Perkins

Motioned by Trustee Brandon and Seconded by Trustee Lightford to open (reconvene) the meeting with a roll call by Trustee Jones (acting secretary in the absence of the Clerk), the following answered Present: Mayor Edwenna Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker. Absent: None

Motioned by Trustee Lightford and Seconded by Trustee Brandon to close the Budget Public Hearing

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

Return to the Agenda for the March 2, 2021 Village Board Meeting.

\* Old Business Item A discussed at this time.

Approval of minutes for the Special Board Meeting of the Board of Trustees on Tuesday, February 16, 2021.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments - None

Finance Management Report(s)

A. Approval of Village of Maywood Warrant List No. 200509 through February 24,, 2021 in the amount of \$202,730.71.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

Mayor’s Report and Theme: “A shift is coming; things are changing in our favor, when the people get a mind to work.” - None

- A. Presentation, update and discussion regarding the formation of the Maywood/River Forest Twin Village Covenant Advisory Council.

Trustee Jones made comments and requests for recommendations.  
Discussion Only

Public Comments - Comments were made by D. Williams, T. Ortiz and T. Claybrook (read by Trustee Brandon).  
Response to Public Comments – Mr. Norfleet, Mayor Perkins, Trustees Jones and Booker.

Village Manager’s Report

- A. Discussion and consideration regarding 2021 Cook County Community Development Block Grant (CDBG) Application for the 21<sup>st</sup> Avenue from Van Buren Street to Harrison Street Roadway Improvement Project.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, M. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

- B. Discussion and consideration regarding Findings of Fact – PC/ZBA Case #21-001 and PCZBA Case 21-001- Group Exhibit A-Staff report and Petitioner’s submittal requesting to re-zone property commonly known as 109 South 9<sup>th</sup> Avenue from R-3 Two Family Residential Housing Zoning District to Business Industrial Park Zoning District submitted by John Plavsic (application on behalf of AVW Equipment).

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, M. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

- C. Discussion and consideration to enter into an agreement with Jenkins Survey and Design, JSD Professional Services, Inc. for a Proposed Master Plan Scope for the development of Glenn “Doc” Rivers Family Basketball Court.

The item was removed from the agenda by Mr. Norfleet

Village Attorneys Report: None

Omnibus Agenda Items:

Motioned by Trustee Brandon and Seconded by Trustee Jones to approve Omnibus Agenda Items A – F.

- A. Approval of a Resolution of the Village of Maywood to accept a Grant from the Illinois Housing Development Authority's Strong Communities (IHDA) Program in the amount of \$125,000 to be used for the acquisition, maintenance, rehabilitation and demolition of abandon residential properties in the Village.

**B.** Approval of payment to Allied Waste Service for garbage service provided to the Village of Maywood for the month of January 2021 in the amount of \$154,895.00. **C.** Approval of payment to City of Chicago for water services provided to the Village of Maywood from December 15, 2020 to January 20, 2021 in the amount of \$37,634.41. **D.** Approval of payment to Maywood Public Library for Personal Property Tax Replacement for the Calendar Year 2020 and January 2021 in the amount of \$64,927.36. **E.** Ordinance Amending Chapter 71 (Traffic Regulations) of Title 7 (Traffic) of the Maywood Village Code Relative to Local Enforcement of Overweight and Over dimension Vehicles. **F.** Approval of payment to Valor Systems, Inc. for IMS - Named User Licenses/Data Center Sustainment in the amount of \$41,519.76.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

#### New Business

- A. Consideration and action on: Resolution Authorizing and Approving the Execution of a Labor Agreement between the Village of Maywood and Teamsters Local Union No. 705 (Affiliated with the International Brotherhood of Teamsters) for all Public Works Employees Represented By Local No. 705 (Term: January 1, 2021 to December 31, 2023), with a cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.

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

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

- B. Consideration and action on: Resolution Approving and Authorizing the Execution of an Intergovernmental Grant Agreement with the Illinois Department of Commerce and Economic Opportunity ("Deco") for Grant Award to exceed \$382,375.00 for the Madison Street Water Main Improvements from 21st Avenue to 17th Avenue Project, and Authorizing Certain Expenditures of Village General Funds, Grant Funds and Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund to pay for the Eligible Project Improvements within the TIF District, including Village Matching Fund Obligations, with a cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.

Motioned by Trustee Booker and Seconded by Trustee Sanchez to approve.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

- C. Discussion on criteria for Honorary Street Sign Designation developed in partnership with Operation Uplift and the West town Museum.

Per the recommendation of Trustee Booker, Attorney Jurusik will provide a revisable copy of the current Ordinance to allow Trustee Jones to make amendments as needed without attorney approval.

No Action Taken

- D. Discussion and consideration of 1300 Block of 4<sup>th</sup> and 5<sup>th</sup> Avenue in the Village of Maywood. (Trustee Booker)

Mr. Myers mentioned the proposal in the Boardbook does not follow protocol, the proposal was not presented to Ms. Smith or Community Development and mentioned prior conversations with Mr. Miranda regarding his ineligibility to purchase additional property or present a proposal application for Board recommendation with code violations on his current property. Ms. Smith mentioned conversations with Mr. Miranda, the Village Attorney and the Village Engineer regarding procedures. Mr. Miranda gave positive confirmations regarding the above discussions. Discussion ensued.

Community Development will work with Mr. Miranda regarding the proper process to submit a proposal.

- E. Consideration and action on: Resolution Authorizing and Approving the Execution of and the Filing of an Application by the Village of Maywood for a Project to be Funded Under the Community Development Block Grant Program for the 2021 Community Development Block Grant Program Year (Project: 21st Avenue from Van Buren Street to Harrison Street Roadway Improvements), with a cover memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.

Motioned by Trustee Booker and Seconded by Trustee Jones to approve.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

#### Old Business

- A. Public Hearing to consider a Redevelopment Agreement for the Purchase of Real Property and Construction of a Mixed Use Development to be Located In the Madison Street / Fifth Avenue Tax Increment Financing District, and an Invitation to Submit Alternative Proposals, for the Development Site at 1002 South 6th Avenue, Maywood, Illinois. This Item was discussed during the TIF Public Hearing.
- a. Cover Memo dated February 24, 2021 from Klein, Thorpe and Jenkins, Ltd.
  - b. Agenda from TIF District Public Hearing
  - c. Notice of TIF District Public Hearing
  - d. Redevelopment Agreement for the Purchase of Real Property and Construction of a Mixed Use Development to be located in the Madison Street/Fifth Avenue Tax Increment Financing District For The Development Site At 1002 South 6th Avenue, Maywood, Illinois

## \*AGENDA PUBLIC HEARING: CALL TO ORDER AT 7:57 P.M.

Roll Call: Upon roll call by the Trustee Jones (acting secretary in the absence of the Clerk), the following answered Present: Mayor Edwenna Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker. Absent: None

- Presentation by developer (Access Health and Housing LLC) – Mr. Myers made the presentation for IFF seeking a request for tax exempt. Ms. Deena Bell made comments.
- Attorney Jurusik gave an overview of the request.
- Comments and Recommendation by Village Staff - None
- Questions and Discussion by Village Board Members – Trustees Brandon, Booker, Sanchez and Lightford raised concerns regarding tax exempt status. Ms. Bell responded to their concerns.
- Questions by the public – D. Harvey
- Final statement by Developer – Ms. Bell made additional comments
- Discussion of Alternate Development proposals for the Property submitted by other interest parties. – None
- Recommendation by Village Board Members – Trustees Brandon and Booker made comments

No Action Taken

Public Comment - None

Adjournment – Motioned by Trustee Brandon and Seconded by Trustee Sanchez to adjourn the TIF Public Hearing at 8:32 p.m.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

Motioned by Trustee Brandon and Seconded by Trustee Sanchez to reconvene the Special Board Meeting at 8:33 p.m.

Discussion: None

Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

Nays: None

Abstain: None

Absent: None

Motion Carries

- B. Consideration and action on: Resolution approving the Sale and Redevelopment of Real Property commonly known as 1002 South 6<sup>th</sup> Avenue and Execution of a Redevelopment Agreement regarding same (Purchaser / Developer: Access Health and Housing, LLC).  
No Action Taken
- C. Discussion and Reconsideration for approving a Redevelopment Agreement for the construction and operation of a commercial building with a drive-thru facility and related infrastructure and parking and landscaping improvements for a restaurant use located in the former St. Charles Road Tax Increment Financing District at the Southeast Corner of 1st Avenue and Ohio Street pursuant to the Maywood Equity Group LLC. (Mayor E. Perkins)

Mr. Brett Paul commented on the request to modify the RDA (Redevelopment Agreement) for parcel construction drawing drive-thru and the withdrawal of the Class 8 Tax Incentive. Discussion ensued. Mayor Perkins asked Mr. Paul to bring a complete request for the RDA extension to the next Board meeting for discussion and review.

- D. Discussion and Reconsideration of the Maywood Equity Group LLC, requesting modifications to the Redevelopment Agreements (RDA) for (parcel A) and our planned RDA for (parcel C) (Mayor E. Perkins)  
No Action Taken

Board of Trustees Comments: Trustee Booker mentioned an Explorer Program at the park district.

For Information Only: None

Closed Session: Canceled

Adjournment

Mayor Perkins and the Board of Trustees adjourned the March 2, 2021 Special Regular Board Meeting with a Motion by Trustee Brandon and a Second by Trustee Booker at 11:07 p.m. in the Village of Maywood Council Chambers.

The Vote was affirmed unanimously by the Board of Trustees at 11: 07 P.M.

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**Edwenna Perkins, Mayor**

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**Viola Mims, Village Clerk**

cc: Mayor Perkins  
Board of Trustees  
Village Clerk, Viola Mims  
Willie Norfleet Jr, Village Manager

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
0	SCHROEDER ASPHALT SERVICES, IN	PAVEMENT PATCHING OF VARIOUS STREE	PUBLIC WORKS	33,043.50
Total 0:				33,043.50
104375	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 2/8-2/21	POLICE & FIRE COMMISSION	800.00
Total 104375:				800.00
104376	Carl & Ella Pettigrew	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,500.00
Total 104376:				1,500.00
104377	CARMEN RODRIQUEZ	REIMB.NOTARY COMMISSION & SUPPLIES	POLICE	156.95
Total 104377:				156.95
104378	CDS OFFICE TECHNOLOGIES	POL-DOCKING STATION/MODULE	POLICE	1,509.00
Total 104378:				1,509.00
104379	CLIFFE PRINTING COMPANY	POL-PRINTING SERVICES	POLICE	2,103.00
Total 104379:				2,103.00
104380	DRIVEN FENCE, INC	GROUND CONTRACT EXTENSION -1411 S.	CODE ENFORCEMENT	279.00
104380	DRIVEN FENCE, INC	REPLACE (5) STANDS - 800 S. 17TH AVE.	CODE ENFORCEMENT	375.00
Total 104380:				654.00
104381	FBI NATIONAL ACADEMY	MEMBERSHIP DUES *E.WILLIS	POLICE	120.00
Total 104381:				120.00
104382	FOREST SECURITY, INC.	QUARTERLY EQUIPMENT MAINTENANC	POLICE	1,336.59
Total 104382:				1,336.59
104383	ILLINOIS MUNICIPAL LEAGUE	2021 MEMBERSHIP DUES	PRESIDENT & TRUSTEES	1,750.00
Total 104383:				1,750.00
104384	ILLINOIS PUBLIC EMPLOYER	2021 PUBLIC SECTOR LAW SEMINAR	HUMAN RESOURCES	258.00
Total 104384:				258.00
104385	LABORATORY FOR SCIENTIFIC INTER	ONLINE TRAINING	POLICE	300.00
Total 104385:				300.00
104386	LEWIS LAWN SERVICE INC.	CUT GRASS/DEBRIS - 302 S. 1ST		40.00
Total 104386:				40.00
104387	MP AUTO SALES & REPAIR, INC	POL-102-OIL CHANGE/FRONT BRAKES	POLICE	334.00
104387	MP AUTO SALES & REPAIR, INC	POL-116-REPLACE SEAT/MOTOR	POLICE	375.00
104387	MP AUTO SALES & REPAIR, INC	POL-114-REPLACE COIL	POLICE	480.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104387:				1,189.00
104388	NATIONAL LEAGUE OF CITIES	MEMBERSHIP RENEWAL 2021-2022	PRESIDENT & TRUSTEES	1,953.00
Total 104388:				1,953.00
104389	NELLIE PITTMAN	REIMB.RETIREMENT PLAQUE	POLICE	35.00
Total 104389:				35.00
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	312.37
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	23.49
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	474.78
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	95.12
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	104.36
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	27.29
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	450.78
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	POLICE	327.83
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	829.97
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	561.45
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	709.97
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	61.89
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	418.08
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	119.95
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	109.98
104390	OFFICE DEPOT	POL-OFFICE DEPOTS	POLICE	20.38
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	329.99
104390	OFFICE DEPOT	POL-OFFICE SUPPLIES	POLICE	451.22
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	67.68
104390	OFFICE DEPOT	MAYOR-OFFICE SUPPLIES	PRESIDENT & TRUSTEES	172.13
Total 104390:				5,668.71
104391	OFFICE TEAM	PW-TEMP WORKER WK END 2/5*J.ROBINS	PUBLIC WORKS	951.60
104391	OFFICE TEAM	PW-TEMP WORKER WK END 2/12*J.ROBIN	PUBLIC WORKS	951.60
Total 104391:				1,903.20
104392	PUBLIC AGENCY TRAINING COUNCIL	POL-EVIDENCE ROOM PROPERTY	POLICE	600.00
Total 104392:				600.00
104393	RHONDA SHERROD	PROFESSIONAL SVCS REND *BLACK HIST	VILLAGE MANAGER	75.00
Total 104393:				75.00
104394	SUBURBAN BUILDING OFFICIALS	2021 SBOC MEMBERSHIP RENEWAL	CODE ENFORCEMENT	75.00
104394	SUBURBAN BUILDING OFFICIALS	ANNUAL TRAINING - VIRTUAL - DAVID MYE	CODE ENFORCEMENT	260.00
Total 104394:				335.00
104395	VALDIMIR TALLEY JR	REIMB.MEMBERSHIP DUES	POLICE	560.00
Total 104395:				560.00
104396	VERIZON CONNECT FLEET USA, INC	DRIVER ID SUBSCRIPTIONS	POLICE	2,133.82

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104396:				2,133.82
104397	VICTOR E. PUSCAS, JR.	ADMIN HEARING SERVICES *2/19	COMMUNITY DEVELOPMENT	600.00
Total 104397:				600.00
104398	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	306.03
Total 104398:				306.03
104399	WIGIT'S TRUCK SERVICE	#241 REPAIR *MILLBOARD*NEW PLOW BLA	PUBLIC WORKS	778.64
104399	WIGIT'S TRUCK SERVICE	2018 PELICAN SWEEPER *GREASE	PUBLIC WORKS	99.00
104399	WIGIT'S TRUCK SERVICE	KUBOTA ZG327P AXLES*LUBE	PUBLIC WORKS	214.13
104399	WIGIT'S TRUCK SERVICE	06 ELGIN SWEEPER REPAIR	PUBLIC WORKS	1,023.92
104399	WIGIT'S TRUCK SERVICE	TRUCK 242 REPAIR*MANIFOLD*HDRAULIC	PUBLIC WORKS	540.72
104399	WIGIT'S TRUCK SERVICE	PACE BUS PM	PUBLIC WORKS	123.77
104399	WIGIT'S TRUCK SERVICE	#239 REPAIR/STRAIGTEN PLOW*MOUNTS	PUBLIC WORKS	445.18
104399	WIGIT'S TRUCK SERVICE	06 PELICAN SWEEPER FRAME REPAIR	PUBLIC WORKS	2,282.08
Total 104399:				5,507.44
104400	WINDOM PRODUCTIONS	VILLAGE BOARD MEETING/COMMUNITY N	VILLAGE MANAGER	1,825.00
Total 104400:				1,825.00
104401	YOUNG'S WELDING SERVICE	WATER KEY WELD	WATER & SEWER MAINTENANCE	120.00
Total 104401:				120.00
104402	ALLIED WASTE SERVICES	ROLLOFF SVCS *JAN 2021	WATER COLLECTIONS	9,041.30
104402	ALLIED WASTE SERVICES	P/U & GARBAGE DISPOSAL *DEC 2020	WATER COLLECTIONS	154,895.00
Total 104402:				163,936.30
104403	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	296.58
104403	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	330.24
104403	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	330.24
Total 104403:				957.06
104404	AUTOZONE	FIR-WINDSHIELD WASHER FLUID AND CAR	FIRE	28.89
104404	AUTOZONE	FIR-SOAD AND DE-ICER FLUID	FIRE	30.39
Total 104404:				59.28
104405	BAKER TILLY VIRCHOW KRAUSE,LLP	AUDITOR'S FEES 4/30/2020	FINANCE	51,503.00
104405	BAKER TILLY VIRCHOW KRAUSE,LLP	AUDITOR'S FEES 4/30/2020	FINANCE	11,486.00
Total 104405:				62,989.00
104406	BROADVIEW TRUE VALUE HARDWAR	FIR--BUILDING HARDWARE	FIRE	25.57
104406	BROADVIEW TRUE VALUE HARDWAR	PW-SUPPLIES	PUBLIC WORKS	305.07
104406	BROADVIEW TRUE VALUE HARDWAR	PW-MAINTENANCE SUPPLIES	PUBLIC WORKS	456.59
104406	BROADVIEW TRUE VALUE HARDWAR	FIR-HARDWARE SUPPLIES	FIRE	43.77
Total 104406:				831.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104407	CARGILL, INCORPORATED	PW-BULK SALT	MOTOR FUEL TAX	7,443.59
104407	CARGILL, INCORPORATED	PW-BULK SALT	MOTOR FUEL TAX	25,331.19
104407	CARGILL, INCORPORATED	PW-BULK SALT	MOTOR FUEL TAX	18,678.36
Total 104407:				51,453.14
104408	CHICAGO BACKFLOW, INC	FIR-BACKFLOW SERVICE	FIRE	200.00
Total 104408:				200.00
104409	CINTAS CORPORATION #344	PW-UNIFORM SERVICE	PUBLIC WORKS	346.53
104409	CINTAS CORPORATION #344	PW-UNIFORM SERVICE	PUBLIC WORKS	346.53
Total 104409:				693.06
104410	COOK COUNTY RECORDER OF DEED	RECORDING - 2100822021	LAW	88.00
Total 104410:				88.00
104411	COPS TESTING SERVICE	FIREFIGHTER WRITTEN ENTRANCE EXAM	POLICE & FIRE COMMISSION	1,175.00
104411	COPS TESTING SERVICE	P&F-LAW ENFC WRITTEN ENTRANCE EXA	POLICE & FIRE COMMISSION	1,150.00
Total 104411:				2,325.00
104412	DEARBORN NATIONAL	LIFE INS PREM *MAR 2021	CENTRAL SERVICES	1,813.46
Total 104412:				1,813.46
104413	DOOR AND WINDOW GUARD	RENTAL - 809 S. 10TH AVE. - 2/19		72.00
Total 104413:				72.00
104414	FIRE PROTECTION PUBLICATIONS	UPDATED TRAINING MATERIALS	FIRE	95.00
Total 104414:				95.00
104415	FLEET SERVICES	FUEL *POLICE	POLICE	5,397.08
Total 104415:				5,397.08
104416	FOREST SECURITY, INC.	200 BLDG MONITORING	PUBLIC WORKS	299.85
104416	FOREST SECURITY, INC.	200 BLDG MONITORING	PUBLIC WORKS	1,122.00
Total 104416:				1,421.85
104417	GEM ELECTRIC SUPPLY INC	FIR-ELECTRICAL SUPPLIES	FIRE	75.00
Total 104417:				75.00
104418	HAAS Alert	FIR-VEHICLE EMERGENCY TRANSPONDE	FIRE	1,495.41
Total 104418:				1,495.41
104419	HAWKINS, INC	PW-CHLORINE CYLINDERS	PUMP STATION OPERATIONS	841.92
Total 104419:				841.92
104420	HINCKLEY SPRINGS	WATER EQUIPMENT RENTAL	CODE ENFORCEMENT	99.22

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104420:				99.22
104421	HOUSE OF DOORS INC	FIR-COMMERCIAL TORSION SPRINGS	FIRE	216.30
104421	HOUSE OF DOORS INC	FIR-GARAGE DOOR REPAIR STATION 2	FIRE	443.84
104421	HOUSE OF DOORS INC	FIR-GARAGE DOOR REPAIR STATION 2	FIRE	1,709.48
Total 104421:				2,369.62
104422	ILLINOIS FIRE & POLICE	2021 MEMBERSHIP RENEWAL	POLICE & FIRE COMMISSION	375.00
Total 104422:				375.00
104423	INTERNATIONAL CODE COUNCIL	IBC CHANGES/SOFT/TABS SOFT	CODE ENFORCEMENT	19.45
104423	INTERNATIONAL CODE COUNCIL	15 BLDG PLAN EXAMINER - B3 STUDY GUI	CODE ENFORCEMENT	69.00
104423	INTERNATIONAL CODE COUNCIL	M1-18 RESIDENTIAL MECHANICAL INSPEC	CODE ENFORCEMENT	69.00
104423	INTERNATIONAL CODE COUNCIL	18 COMMERCIAL BUILDING INSPECTION -	CODE ENFORCEMENT	995.00
104423	INTERNATIONAL CODE COUNCIL	IC-18 ONLINE STUDY GUIDE-B2 COMMERI	CODE ENFORCEMENT	69.00
Total 104423:				1,221.45
104424	MUNICIPAL EMPLOYEE	LIFE INS COVERAGE *FEB 2021	CENTRAL SERVICES	1,342.61
104424	MUNICIPAL EMPLOYEE	HEALTH INS COVERAGE *MAR 2021	CENTRAL SERVICES	104,040.85
104424	MUNICIPAL EMPLOYEE	LIFE INS COVERAGE *MAR 2021	CENTRAL SERVICES	1,385.92
104424	MUNICIPAL EMPLOYEE	HEALTH INS COVERAGE *JAN/FEB 2021(N	CENTRAL SERVICES	2,034.46
104424	MUNICIPAL EMPLOYEE	LIFE INS COVERAGE *JAN/FEB 2021(NUNE	CENTRAL SERVICES	86.66
Total 104424:				108,890.50
104425	NEOGOV	SOFTWARE RENEWAL 3/28/20-3/27/21	HUMAN RESOURCES	5,066.88
104425	NEOGOV	BIDDLE SOFTWARE MAY20-MAY21	HUMAN RESOURCES	2,824.80
Total 104425:				7,891.68
104426	OCCUPATIONAL HEALTH CENTERS	HR-ANNUAL PHYSICALS	HUMAN RESOURCES	164.00
Total 104426:				164.00
104427	SUBURBAN LABORATORIES INC	PW-COLIFORM TESTING	PUMP STATION OPERATIONS	225.00
Total 104427:				225.00
104428	THOMPSON ELEVATOR INSPECTION	RE-INSPECTION - 1918 S. 8TH /436 S. 13TH	CODE ENFORCEMENT	143.00
104428	THOMPSON ELEVATOR INSPECTION	2 ELEVATOR PLAN REVIEWS	CODE ENFORCEMENT	200.00
Total 104428:				343.00
104429	W.S. DARLEY & CO	FIR-FLASHLIGHT	FIRE	97.54
Total 104429:				97.54
104430	BRIDGET M EARLY	REFUND OVERPYMNT OF VEHICLE STICK	CORPORATE	15.00
Total 104430:				15.00
104431	FAIK GENIS	ESCROW RELEASE *1801 ST CHARLES		1,250.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104431:				1,250.00
104432	THELMA JACKSON-THOMPSON	REFUND OVERPYMT OF VEHICLE STICKE	CORPORATE	15.00
Total 104432:				15.00
104433	COMCAST	METRA-PHONE/INT SVC	PUBLIC WORKS	114.85
Total 104433:				114.85
104434	COMCAST	FIR-PHONE SVCS 4/29-5/28	FIRE	117.96
Total 104434:				117.96
104435	FLEET SERVICES	FUEL *POLICE	POLICE	5,028.83
Total 104435:				5,028.83
104436	PURCHASE POWER	POSTAGE REPLENISHMENT-HR	HUMAN RESOURCES	6.10
Total 104436:				6.10
104437	COOK COUNTY DEPT. OF	COOK COUNTY FOOD ESTABLISHMENT IN	CODE ENFORCEMENT	4,400.00
Total 104437:				4,400.00
104438	DIVERSE BUSINESS SOLUTIONS	PSYCHOLOGICAL SCREENING	POLICE	2,000.00
Total 104438:				2,000.00
104439	EDWENNA PERKINS	REIMB.TOWN HALL MEETING	PRESIDENT & TRUSTEES	151.12
Total 104439:				151.12
104440	FAIK GENIS	ESCROW RELEASE *1801 ST CHARLES		1,250.00
Total 104440:				1,250.00
104441	FELIX NEAL	REFUND OVERPMT OF WATER BILL	WATER COLLECTIONS	58.56
Total 104441:				58.56
104442	FOREST PRINTING	MAYWOOD NEWSLETTER	VILLAGE MANAGER	3,026.51
Total 104442:				3,026.51
104443	GLOBAL SURVELLIANCE.COM, INC.	VIDEO SURVEILANCE/TECH SUPPORT	POLICE	2,800.00
Total 104443:				2,800.00
104444	GRACE PRODUCTIONS, INC.	2020 CENSUS VIDEO PRODUCTION	2020 CENSUS GRANT	1,125.00
Total 104444:				1,125.00
104445	Guardian Safety & Supply, LLC	PUBLIC SAFETY CENTER	POLICE	95.04

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104445:				95.04
104446	HUGO SANCHEZ	OVERPAYMENT OF VEH STICKER	CORPORATE	15.00
Total 104446:				15.00
104447	ILLINOIS WORKERS' COMPENSATION	ASSESSMENT PERIOD 7/1/20-12/31/2020	HUMAN RESOURCES	2,525.30
Total 104447:				2,525.30
104448	IVAN HERNANDEZ	REIMB.CERTIFICATE RENEWAL	CODE ENFORCEMENT	95.00
Total 104448:				95.00
104449	JKS VENTURES, INC.	PW-GRADE 8 LIMESTONE	MOTOR FUEL TAX	585.00
104449	JKS VENTURES, INC.	GRADE 8 LIMESTONE	PUBLIC WORKS	2,311.50
104449	JKS VENTURES, INC.	PW-LIMESTONE/GRADE 8 LIMESTONE	MOTOR FUEL TAX	1,499.00
104449	JKS VENTURES, INC.	PW-GRADE 8 LIMESTONE	MOTOR FUEL TAX	1,576.50
Total 104449:				5,972.00
104450	JOHANNA JOHNSON	REFUND OVERPAYMENT VEH STICKER	CORPORATE	30.00
Total 104450:				30.00
104451	MID AMERICAN WATER, INC	3/4"X3/4" COMPRESSION COPPER COUPLI	WATER & SEWER MAINTENANCE	1,487.04
104451	MID AMERICAN WATER, INC	3/4" X 3/4" *COUPLINGS*CLAMPS*CURB ST	WATER & SEWER MAINTENANCE	2,416.38
Total 104451:				3,903.42
104452	MINOLTA BUSINESS SOLUTIONS	COPIER RENTAL *FINANCE	FINANCE	268.21
104452	MINOLTA BUSINESS SOLUTIONS	COPIER RENTAL *FIRE	FIRE	116.57
Total 104452:				384.78
104453	NATIONAL PUBLIC SAFETY	NATIONAL PUBLIC SAFETY INFORMATION	POLICE	154.00
Total 104453:				154.00
104454	PEP BOYS	TRUCK REPAIRS - CODE - TRUCK 310	CODE ENFORCEMENT	691.05
104454	PEP BOYS	COD-BRAKES/ROTORS/DISC/STABILIZERS	CODE ENFORCEMENT	404.87
Total 104454:				1,095.92
104455	RAY O'HERRON CO INC	POL ROBINSON UNIFORM	POLICE	136.92
Total 104455:				136.92
104456	SHRED - IT US JV LLC	DOCUMENT SHRED SERVICE	POLICE	250.28
Total 104456:				250.28
104457	SUN-TIMES MEDIA	LEGAL ADS	COMMUNITY DEVELOPMENT	855.00
Total 104457:				855.00
104458	BAKER TILLY VIRCHOW KRAUSE,LLP	AUDITOR'S FEES 4/30/2020	FINANCE	3,796.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104458:				3,796.00
104459	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE *MAR 2021	CENTRAL SERVICES	286,709.07
Total 104459:				286,709.07
104460	COMMAND ATTENTION	HOME ACCESSIBILITY GRANT PROGRAM	2020 CENSUS GRANT	125.00
Total 104460:				125.00
104461	EDWIN HANCOCK ENGINEERING CO	2020 GREEN INFRASTRUCTURE ALLEYS (	PUBLIC WORKS	26,962.00
104461	EDWIN HANCOCK ENGINEERING CO	COOK COUNTY FUNDING ASSISTANCE	PUBLIC WORKS	1,242.00
104461	EDWIN HANCOCK ENGINEERING CO	2020 MFT ROADWAY/RESURFACING & WAT	PUBLIC WORKS	14,909.00
104461	EDWIN HANCOCK ENGINEERING CO	INTERFAITH HOUSING DEVELOPMENT (CO	COMMUNITY DEVELOPMENT	1,916.50
104461	EDWIN HANCOCK ENGINEERING CO	I.F.F. DEVELOPMENT	COMMUNITY DEVELOPMENT	758.00
104461	EDWIN HANCOCK ENGINEERING CO	SURFACE TRANSPORTATION PROGRAM (S	PUBLIC WORKS	286.00
104461	EDWIN HANCOCK ENGINEERING CO	19TH AVENUE - PHASE 1 PROJECT DEVEL	PUBLIC WORKS	7,970.00
104461	EDWIN HANCOCK ENGINEERING CO	2020 GREEN INFRASTRUCTURE ALLEYS (	PUBLIC WORKS	4,352.00
104461	EDWIN HANCOCK ENGINEERING CO	316 RANDOLPH ST. - MAYWOOD SUPPORT	COMMUNITY DEVELOPMENT	786.50
104461	EDWIN HANCOCK ENGINEERING CO	PROVISO EAST IMPROVEMENT PLAN REVI	COMMUNITY DEVELOPMENT	429.00
104461	EDWIN HANCOCK ENGINEERING CO	2020 MAINTENANCE RFP ASSISTANCE	PUBLIC WORKS	357.50
104461	EDWIN HANCOCK ENGINEERING CO	2020 MFT ROADWAY/RESURFACING & WAT	PUBLIC WORKS	33,478.50
Total 104461:				93,447.00
104462	FIRE SERVICE INCORPORATED	FIR-PUMP REPAIR ENGINE 506	FIRE	819.01
Total 104462:				819.01
104463	HOME DEPOT CREDIT SERVICES	FIR-SUPPLIES	FIRE	33.97
104463	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	FIRE	268.87
Total 104463:				302.84
104464	ID WHOLESALER	CLERK-INK SUPPLY *ID MACHINE	VILLAGE CLERK	312.23
Total 104464:				312.23
104465	KLEIN, THORPE AND JENKINS LTD	ECONOMIC REDEVELOPMENT	LAW	9,458.63
104465	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *OCT 2020	LAW	3,298.50
Total 104465:				12,757.13
104466	VILLAGE OF MELROSE PARK	ACCT #422001-001 12/21-1/19/21	WATER COLLECTIONS	31,742.20
Total 104466:				31,742.20
104467	VISION SERVICE PLAN (IV)	VISION CARE PREM *MAR 2021	CENTRAL SERVICES	2,462.56
Total 104467:				2,462.56
104468	FLEET SERVICES	ONLINE/REACTIVATION FEE	VILLAGE MANAGER	10.00
Total 104468:				10.00
104469	PURCHASE POWER	POSTAGE REPLENISHMENT-WATER	WATER COLLECTIONS	4,618.50
104469	PURCHASE POWER	POSTAGE REPLENISHMENT-WATER	WATER COLLECTIONS	4,170.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104469	PURCHASE POWER	POSTAGE REPLENISHMENT-WATER	WATER COLLECTIONS	1,124.06
104469	PURCHASE POWER	POSTAGE REPLENISHMENT-WATER	WATER COLLECTIONS	2,916.00
104469	PURCHASE POWER	POSTAGE REPLENISHMENT-WATER	WATER COLLECTIONS	3,230.00
Total 104469:				16,059.06
Grand Totals:				968,216.50

VILLAGE OF MAYOOD

Warrant List #200510 through March 11, 2021

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 FINANCE DEPARTMENT

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

TO: Willie Norfleet, Village Manager  
FROM: Lanya Satchell, Director of Finance  
DATE: March 10, 2021  
RE: FY'2021-2022 Operating Budget

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The proposed budget document is a compilation in accordance with input provided by each department to ensure continued operations of general municipal services and to provide for health, safety and welfare of the residents and business of the Village of Maywood given the anticipated financial resources.

The total operating budget for the Village of Maywood is projected to be \$50,544,708 in both revenues and expenditures which reflects a balanced budget for fiscal year 2021-2022. The following is a summary of the FY2022 proposed budget by Fund.

## **GENERAL FUND**

The General Fund revenue for this budget year is \$31,108,662 and the expenditures are \$31,108,662 which creates a balanced fund. The purpose of the General Fund is to finance the daily operations of Village services excluding Motor Fuel (MFT), Recreation, CDBG, Water operations and TIF.

Highlights for the General Fund are as follows:

1. Newsletter \$28K
2. Legal Services \$300K
3. IT Consultant \$95K
4. Police & Fire Commission \$71,500
  - Commissioners \$19,200
  - Training/Seminars \$5,000
  - Contractual/Professional Services \$45,000

5. Police Department \$12,988,965
  - Salaries & Benefits \$6,606,782
  - Police Pension \$4,683,510
  - Contractual/Professional Services \$144,749
  - Training \$34,900
  
6. Fire Department \$9,606,561
  - Salaries & Benefits \$4,471,154
  - Fire Pension \$3,513,543
  
7. Public Works Department/Lands and Buildings \$2,294,324
  - Contractual/Professional Services
    - Capital Projects \$496K
    - Janitorial Service \$90K
    - Tree Service \$30K
    - Waste Disposal \$10K
    - Christmas lighting \$18K
    - 50/50 Sidewalk \$30K
  - Electrical services \$50K
  - Capital Expenditures \$14K
  - Lease Payments
    - Ford Credit \$43,111
    - KS Bank - HINO Snowplow \$23,392
    - KS Bank- Pelican Sweeper \$50,133
  
8. Human Resources \$2,343,533
  - Contractual/Professional Services \$85K
  - Liability Insurance \$761,173
  - Claims Payments \$1M
  - Worker's Comp Insurance \$168K

**MOTOR FUEL TAX FUND**

The MFT Fund revenue for this budget year \$890,788 and the expenditures are \$890,788 which creates a balanced fund. As a result of stricter guidelines for the use of MFT revenue, this budget reflects salaries and benefits of two (2) PW workers, \$142K in General Maintenance, and \$528K in Capital Improvements.

**RECREATION FUND**

The Recreation Fund revenue for this budget year is \$483,000 and the expenditures are \$483,000 which creates a balanced fund. Budget Allocations are for pool repair and maintenance \$333K is from grant funding.

### **COMMUNITY DEVELOPMENT BLOCK GRANT - CDBG FUND**

The CDBG Fund revenue for this budget year is \$200,000 and the expenditures are \$200,000 which creates a balanced fund. The grant received for the upcoming fiscal year will be utilized for the repair of Warren Street.

### **SERIES 2015 BOND FUND**

The Bond Fund revenue for this budget year \$2,751,000 and the expenditures are \$2,751,000 which creates a balanced fund. The Bond Fund was established to monitor and make payment for the General Obligation Corporate Purpose Refunding Bonds, Series 2015. The total payment consists of \$2,620,000 in principal payments and \$131,000 in interest.

### **WATER SEWER & GARBAGE FUND**

The Water Sewer & Garbage Fund revenue for this budget year \$9,612,147 and the expenditures are \$9,612,147 which creates a balanced fund. The purpose of the fund is to provide the delivery and operations of water, sewer, and garbage collection services to the residents of the Village. Activities necessary to provide such services in this fund include, but are not limited to, pump station operations, water/sewer maintenance, administration, billing, and collections.

Highlights for the Water, Sewer & Garbage Fund are as follows:

1. Emergency Repairs \$100K
2. Bataan Drive Water Main Replacement \$520K
3. Combined Sewer Repairs \$60K
4. Commercial Meter Installation \$20K
5. Water Leak Locator Services \$35K
6. Sewer Cleaning/Televising \$50K
7. Water Shut Offs \$10K
8. Flood assistance program – sewer back flow prevention in the amount of \$50K
9. Union Pacific Water Main Repair \$175K
10. Utility Service H2O Tower \$27K
11. IEPA Loan Payment \$57K
12. Annual Regulatory Compliance \$25K

## **TAX INCREMENT FINANCE DISTRICTS**

Currently, the Village has two TIF Districts (Madison TIF, and Roosevelt TIF) to promote economic development within the Village using Tax Increment Financing methods.

The Madison TIF Fund revenue for this budget year is \$5,049,111 of which \$1,048,111 will be appropriated from the current fiscal year with expenditures of \$5,049,111 creates a balanced budget.

Highlights for the Madison TIF Fund are as follows:

1. Alley Project - \$120,000 (Btw 4<sup>th</sup> - 5<sup>th</sup> Quincy., Prairie Path)
2. Alley Project - \$135,000 (Btw 16<sup>th</sup> - 17<sup>th</sup> N Maywood Dr., Madison St)
3. Warren Street - \$175,000 (4<sup>th</sup> - 5<sup>th</sup>)
4. School Street - \$536,000 (6<sup>th</sup> - 9<sup>th</sup>)
5. South Maywood Drive - \$515,000 (17<sup>th</sup> - 19<sup>th</sup>)
6. 3<sup>rd</sup> Ave - \$302,000 (Prairie Path to Wilcox)
7. Crack Sealing - \$10,000
8. Pavement Striping - \$10,000
9. Pavement Patching - \$25,000
10. Annual Sewer Cleaning/Televising - \$25,000
11. Combined Sewer Repairs - \$50,000
12. First Ave Water Main - \$1,960,000
13. Madison St. Isolation Valves - \$20,000
14. Madison St. Water Main - \$382,375
15. Business Improvement Program - \$100,000
16. Curb Appeal Pilot Program - \$50,000

The Roosevelt TIF Fund revenue for this budget year \$450,000 with expenditures of \$450,000 creates a balanced budget.

Highlights for the Roosevelt TIF Fund are as follows:

1. Business Improvement Program - \$100,000
2. Curb Appeal Pilot Program - \$50,000

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>GENERAL FUND</b>		
<b>REVENUES</b>		
01-10-30125	ADMINISTRATIVE HEARINGS	25,000
01-10-30126	COMPLIANCE TICKETS	7,500
01-10-30130	AMBULANCE & RESCUE FEES	525,000
01-10-30136	CPR CLASS	-
01-10-30137	FIRST AID CLASS	-
01-10-30140	ANIMAL RELEASE	2,500
01-10-30150	BOARD UP	1,000
01-10-30154	YARD SALE	-
01-10-30160	BOOT CHARGES	10,000
01-10-30170	BUILDING PERMITS	350,000
01-10-30175	ENTERPRISE ZONE	20,000
01-10-30200	BUSINESS LICENSE	80,000
01-10-30211	CLERK'S OFFICE FEES	1,500
01-10-30220	FRANCHISE FEES	250,000
01-10-30230	CERTIFICATE OF INSPECTION	50,000
01-10-30235	CODE VIOLATIONS	-
01-10-30240	CONTRACTORS LICENSE	60,000
01-10-30250	DOG TAGS	2,500
01-10-30260	DONATIONS	3,500
01-10-30280	ELEVATOR INSPECTIONS	3,500
01-10-30290	FINES/ FORFEITURES	15,000
01-10-30300	FINGERPRINTS	-
01-10-30330	GRANTS	25,000
01-10-30335	HEALTH INSPECTIONS	15,000
01-10-30365	JUDGEMENTS & LIENS	55,000
01-10-30370	INTEREST	2,000
01-10-30390	LIQUOR LICENSE	55,000
01-10-30405	MAYWOOD PROVISIO OFFICER	24,932
01-10-30410	MAINTENANCE OF HIGHWAYS	45,000
01-10-30440	MISC	100,000
01-10-30445	IL DEBT RECOVERY PROGRAM	150,000
01-10-30450	REDLIGHT REVENUE	100,000
01-10-30455	OCCUPANCY PERMIT	1,000
01-10-30460	PARKING FINES	250,000
01-10-30470	PARKING PERMITS	10,000
01-10-30480	VACANT BLDG REGISTRATION	50,000
01-10-30500	POLICE TOWING	150,000
01-10-30516	POLICE/FIRE REPORTS	5,000
01-10-30517	FALSE ALARMS	-
01-10-30518	POLICE & FIRE APPLICATION	-
01-10-30519	POLICE SEIZURES	30,000

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
01-10-30520	COOK COUNTY PTAX - FIFTH THIRD	12,781,928
01-10-30521	POLICE TRAFFIC ENFORCEMENT	17,500
01-10-30522	SALES TAX	1,500,000
01-10-30523	INCOME TAX	2,425,000
01-10-30524	PERS PROP REPLACE TAX	625,000
01-10-30526	LOCAL USE TAX	700,000
01-10-30529	TELECOMMUNICATIONS TAX	425,000
01-10-30531	COMM ED UTAX	700,000
01-10-30532	NI GAS UTAX	350,000
01-10-30540	PROPERTY TAX - POLICE PENSION	4,683,510
01-10-30541	PROPERTY TAX - FIRE PENSION	3,513,543
<b>01-10-30545</b>	<b>VIDEO GAMING - NEW</b>	25,000
<b>01-10-30547</b>	<b>CANNABIS USE TAX - NEW</b>	20,000
01-10-30550	REIMBURSEMENTS TO VILLAGE	150,000
01-10-30560	RENT	-
01-10-30590	SALE OF PROPERTY	150,000
01-10-30600	SPECIAL SIGNS	750
01-10-30605	SPECIAL ASSESSMENTS	-
01-10-30620	SUMMARY ABATEMENT	1,000
01-10-30630	TRANSFER STAMPS	250,000
01-10-30650	VEHICLE STICKERS	300,000
01-10-30720	ZBA HEARINGS	250
01-10-30730	ZONING MAPS	250
01-10-30760	50 / 50 SIDEWALK	15,000
		<b>31,108,663</b>
01-21-30602	MAYWOOD FEST	-
01-21-30603	ZACATECANO FEST PROCEEDS	-
01-21-30604	POOL PASSES	-
		<b>31,108,663</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>GENERAL FUND</b>		
<b>EXPENSES</b>		
<b>VILLAGE CLERK</b>		
01-11-40100	STRAIGHT TIME	115,569
01-11-40200	OVERTIME	-
01-11-40310	SICK BUY BACK	1,500
01-11-40400	FICA TAXES	8,841
01-11-40410	I.M.R.F.	4,629
01-11-40415	HEALTH/VISION/LIFE INSURANCE	45,540
01-11-53000	CODIFICATION	5,500
01-11-53100	RECORD CONVERSION	100
01-11-53700	ELECTIONS	-
01-11-53800	ADVERTISING	550
01-11-54500	EQUIPMENT RENTAL/LEASE	4,500
01-11-55100	POSTAGE	450
01-11-55200	COURIER SERVICES	50
01-11-55400	TELEPHONE	-
01-11-55410	CELULLAR PHONE	800
01-11-55500	PRINTING	500
01-11-56100	MEMBERSHIP & DUES	1,300
01-11-56300	TRAINING/SEMINARS	1,300
01-11-56400	BACKGROUND CHECK	1,000
01-11-60100	OFFICE/ COMPUTER SUPPLIES	3,100
01-11-60800	PHOTOGRAPH SUPPLIES	200
01-11-61700	MISCELLANEOUS	-
01-11-61714	CLERK MIMS	8,500
01-11-87000	CAPITAL OUTLAY-OVER \$5,000	-
		<b>203,930</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>VILLAGE MANAGER</b>		
01-12-40100	STRAIGHT TIME	203,150
01-12-40200	ALL OVERTIME	-
01-12-40310	SICK BUY BACK	5,500
01-12-40400	FICA TAXES	14,776
01-12-40410	I.M.R.F.	8,692
01-12-40415	HEALTH/VISION/LIFE INSURANCE	<b>62,208</b>
01-12-40416	EMPLOYEE INS CONTRIBUTION	-
01-12-40417	VOYA EXPENSE	8,500
01-12-51300	MAINTENANCE VEHICLE	3,500
01-12-52400	CONTRACTUAL/PROF SERVICES	36,000
01-12-53800	ADVERTISING	1,000
01-12-54500	EQUIPMENT RENTAL/LEASE	10,600
01-12-55100	POSTAGE	400
01-12-55200	COURIER SERVICES	100
01-12-55400	TELEPHONE	-
01-12-55410	CELULLAR PHONE	700
01-12-55500	PRINTING	500
01-12-56100	MEMBERSHIP & DUES	3,000
01-12-56300	TRAINING/SEMINARS	6,500
01-12-56600	REFERENCE MATERIAL	-
01-12-56700	NEWSLETTER	30,000
01-12-60000	GRANT EXPENDITURES	-
01-12-60100	OFFICE SUPPLIES	5,000
01-12-60600	OTHER SUPPLIES	-
01-12-60800	PHOTOGRAPH SUPPLIES	-
01-12-61500	UNIFORM ALLOWANCE	-
01-12-61700	MISCELLANEOUS	-
01-12-62610	GASOLINE	1,500
01-12-87000	CAPITAL OUTLAY-OVER \$5,000	-
		<b>401,626</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>FINANCE</b>		
01-14-40100	STRAIGHT TIME	312,059
01-14-40200	OVERTIME	3,000
01-14-40310	SICK BUY BACK	6,000
01-14-40400	FICA TAXES	23,873
01-14-40410	I.M.R.F.	14,043
01-14-40415	HEALTH/LIFE/VISION INSURANCE	116,179
01-14-52400	CONTRACTUAL/PROF SERVICES	123,253
01-14-54500	EQUIPMENT RENTAL/LEASE	11,000
01-14-55100	POSTAGE	7,500
01-14-55200	COURIER SERVICES	500
01-14-55400	TELEPHONE	30,000
01-14-56100	MEMBERSHIP & DUES	2,500
01-14-56300	TRAINING/SEMINARS	7,000
01-14-56400	TUITION REIMBURSEMENT	2,500
01-14-56500	SUBSCRIPTIONS	-
01-14-60100	OFFICE SUPPLIES	8,000
01-14-61800	CASHIER'S SHORTAGE	-
01-14-61825	REDLIGHT EXPENSE	-
01-14-61850	LIBRARY-PERSONAL PROPERTY TAX	-
01-14-61875	BANK FEES	1,000
01-14-87000	CAPITAL EQUIPMENT&FURNISHINGS	-
01-14-88113	AMALGAMATED BANK ADMIN FEES	-
		<b>668,405</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>LEGAL SERVICES</b>		
01-15-52400	CONTRACTUAL/PROF SERVICES	300,000
01-15-53800	ADVERTISING	5,000
01-15-55100	POSTAGE	-
01-15-55200	COURIER SERVICES	-
01-15-56100	MEMBERSHIP & DUES	-
01-15-56300	TRAINING/SEMINARS	-
01-15-56600	REFERENCE MATERIAL	500
01-15-56800	COURT SERVICES	-
01-15-56900	COURT REPORTER	-
01-15-57000	WITNESS FEES	-
01-15-59900	FILING FEES	2,500
01-15-60100	OFFICE/COMPUTER SUPPLIES	-
		<b>308,000</b>
<b>MIS</b>		
01-18-51700	COMPUTER CONSULTANT	95,000
01-18-54700	SERVICE AGREEMENT	15,771
01-18-55400	TELEPHONE	600
01-18-56500	SUBSCRIPTIONS	15,700
01-18-60100	OFFICE/COMPUTER SUPPLIES	1,500
01-18-61100	COMPUTER SOFTWARE	5,727
01-18-80100	COMPUTERS	10,000
		<b>144,298</b>
<b>CENTRAL SERVICES</b>		
01-19-40500	EMPLOYER PORTION FICA TAXES	
01-19-40570	IMRF - EMPLOYER CONTRIBUTION	
01-19-51100	BUILDING MAINTENANCE	
01-19-53800	ADVERTISING	
01-19-55100	POSTAGE	
01-19-55400	TELEPHONE	125,000
01-19-58000	HEALTH INSURANCE	540,000
01-19-60100	OFFICE/COMPUTER SUPPLIES	
01-19-60400	OTHER SUPPLIES	
01-19-61700	MISC	
01-19-62500	PROPERTY TAXES	
01-19-69000	REFUNDS	
01-19-87000	CAPITAL OUTLAY-OVER \$5,000	
		<b>665,000</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>PRESIDENT &amp; TRUSTEES</b>		
01-20-40100	REGULAR SALARIES	138,359
01-20-40200	OVERTIME	-
01-20-40310	SICK BUY BACK	1,350
01-20-40400	FICA TAXES	10,585
01-20-40410	I.M.R.F.	2,631
01-20-40415	HEALTH/VISION/LIFE INSURANCE	34,560
01-20-51300	MAINTENANCE VEHICLE	1,000
01-20-52400	CONTRACTUAL/PROF SERVICES	-
01-20-54500	EQUIPMENT RENTAL/LEASE	2,000
01-20-55100	POSTAGE	500
01-20-55200	COURIER SERVICES	-
01-20-55400	TELEPHONE	700
01-20-55410	CELULLAR PHONE	7,000
01-20-55500	PRINTING	500
01-20-56100	MEMBERSHIP & DUES	30,000
01-20-56300	TRAINING/SEMINARS	-
01-20-60100	OFFICE SUPPLIES	5,000
01-20-61700	MISCELLANEOUS	-
01-20-61711	MAYOR PERKINS	-
01-20-61715	TREASURER KUPTZ	2,200
01-20-61740	TRUSTEE WELLINGTON	-
01-20-61750	TRUSTEE BRANDON	-
01-20-61760	TRUSTEE BOOKER	-
01-20-61771	TRUSTEE SANCHEZ	-
01-20-61781	TRUSTEE JONES	-
01-20-61791	TRUSTEE LIGHTFORD	-
01-20-67913	BOARD OF TRUSTEE SPONSORSHIP	-
01-20-71000	LEASE PAYMENTS	5,628
01-20-87000	CAPITAL OUTLAY-OVER \$5,000	-
		<b>242,013</b>
<b>SPECIAL EVENTS</b>		
01-21-67900	MAYWOOD FEST EXPENSES	-
01-21-67903	MAYWOOD SENIOR CLUB	-
01-21-67904	SPECIAL EVENTS COMMISSION	-
01-21-67905	ECONOMIC DEVELOPMENT COMM	-
01-21-67906	HISTORIC PRESERVATION COMM	-
01-21-67907	PLAN COMM/ZONING BOARD APPEAL	-
01-21-67908	ENVIRONMENTAL COMM	-
01-21-67913	VILLAGE SPONSORSHIPS	-

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>CODE ENFORCEMENT</b>		
01-23-40100	STRAIGHT TIME	503,724
01-23-40200	ALL OVERTIME	5,000
01-23-40310	SICK BUY BACK	3,500
01-23-40400	FICA TAXES	38,535
01-23-40410	I.M.R.F.	22,668
01-23-40415	HEALTH/VISION/LIFE INSURANCE	98,813
01-23-40500	UNIFORM ALLOWANCE	6,750
01-23-51200	MAINTENANCE EQUIPMENT	1,000
01-23-51300	MAINTENANCE VEHICLE	8,000
01-23-51800	ELEVATOR INSPECTOR	7,000
01-23-52400	CONTRACTUAL/PROF SERVICES	75,000
01-23-52500	BOARD UP SERVICES	5,000
01-23-53800	ADVERTISING	-
01-23-54500	EQUIPMENT RENTAL/LEASE	5,000
01-23-55100	POSTAGE	2,500
01-23-55400	TELEPHONE	1,000
01-23-55410	CELLULAR PHONE	1,824
01-23-55500	PRINTING	5,000
01-23-56100	MEMBERSHIP & DUES	3,000
01-23-56300	TRAINING/SEMINARS	5,000
01-23-56500	SUBSCRIPTIONS	
01-23-56600	REFERENCE MATERIAL	3,000
01-23-60100	OFFICE SUPPLIES	5,000
01-23-60200	ANIMAL CONTROL SUPPLIES	2,000
01-23-60300	ANIMAL CONTROL IMPOUND	30,000
01-23-60800	PHOTOGRAPH SUPPLIES	-
01-23-61700	MISCELLANEOUS	-
01-23-62610	GAS	8,000
01-23-68000	DEMO OF STRUCTURES	-
01-23-71000	LEASE PAYMENTS	6,729
01-23-87000	CAPITAL EQUIPMENT&FURNISHINGS	-
01-23-87100	INTEREST EXPENSE	-
		<b>853,042</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>POLICE</b>		
01-40-40100	SALARY-REGULAR	5,541,595
01-40-40200	ALL OVERTIME	350,000
01-40-40310	SICK BUY BACK	40,000
01-40-40400	FICA TAXES	159,592
01-40-40410	I.M.R.F.	46,212
01-40-40415	HEALTH/VISION/LIFE INSURANCE	1,550,636
01-40-40500	UNIFORM ALLOWANCE	55,550
01-40-40550	POLICE PENSION EXPENSE	4,683,510
01-40-51100	MAINTENANCE BUILDINGS	50,000
01-40-51200	MAINTENANCE EQUIPMENT	20,000
01-40-51300	MAINTENANCE VEHICLE	70,000
01-40-52400	CONTRACTUAL/PROF SERVICES	79,200
01-40-54500	EQUIPMENT RENTAL/LEASE	26,000
01-40-55100	POSTAGE	10,000
01-40-55400	TELEPHONE	51,700
01-40-55410	CELLULAR PHONE	18,000
01-40-55500	PRINTING	9,000
01-40-56100	MEMBERSHIP & DUES	20,000
01-40-56300	TRAINING/SEMINARS	34,900
01-40-56500	EDUCATION REIMBURSEMENT	20,000
01-40-56600	REFERENCE MATERIAL	500
01-40-60100	OFFICE SUPPLIES	15,000
01-40-60400	PROGRAM SUPPLIES	9,000
01-40-61000	FOOD	5,000
01-40-61500	UNIFORMS	5,000
01-40-61700	MISC - SEIZURE EXPENSE	
01-40-62000	EXPLORER POST	1,000
01-40-62610	REGULAR GAS	50,000
01-40-71000	LEASE PAYMENTS	67,570
01-40-87000	CAPITAL OUTLAY-OVER \$5,000	
01-40-87100	INTEREST EXPENSE	-
		<b>12,988,965</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>FIRE</b>		
01-41-40100	SALARY-REGULAR	3,790,496
01-41-40200	ALL OVERTIME	200,000
01-41-40310	SICK BUY BACK	75,000
01-41-40320	EMT PAY	33,000
01-41-40400	FICA TAXES	62,109
01-41-40410	I.M.R.F.	4,991
01-41-40415	HEALTH/VISION/LIFE INSURANCE	1,122,263
01-41-40450	EMPLOYEE PHYSICALS	13,000
01-41-40500	UNIFORM ALLOWANCE	15,000
01-41-40550	FIRE PENSION EXPENSE	3,513,543
01-41-51100	MAINTENANCE BUILDINGS	32,000
01-41-51200	MAINTENANCE EQUIPMENT	20,000
01-41-51300	MAINTENANCE VEHICLE	125,000
01-41-52400	CONTRACTUAL/PROF SERVICES	20,000
01-41-54500	EQUIPMENT RENTAL/LEASE	3,500
01-41-55100	POSTAGE	500
01-41-55400	TELEPHONE	55,000
01-41-55410	CELLULAR PHONE	3,500
01-41-55500	PRINTING	2,000
01-41-56100	MEMBERSHIP & DUES	15,000
01-41-56300	TRAINING/SEMINARS	25,000
01-41-60100	OFFICE SUPPLIES	1,500
01-41-60300	JANITORIAL SUPPLIES	3,000
01-41-60600	OTHER SUPPLIES	-
01-41-60700	COMPUTER SUPPLIES	10,000
01-41-60710	FIRE SAFETY EDUCATION	3,000
01-41-60800	PHOTOGRAPH SUPPLIES	500
01-41-61500	UNIFORMS	1,500
01-41-61700	MISCELLANEOUS	-
01-41-62600	FUEL	30,000
01-41-62800	VEHICLE SUPPLIES	-
01-41-63000	MEDICAL SUPPLIES	20,000
01-41-63200	RADIO MAINTENANCE	20,000
01-41-70000	EMERGENCY OPERATIONS	-
01-41-71000	LEASE PAYMENTS	236,158
01-41-72000	INTEREST	-
01-41-87000	CAPITAL OUTLAY-OVER \$5,000	150,000
01-41-87001	ESDA OPERATIONS CENTER	-
01-41-87100	INTEREST EXPENSE	-
		<b>9,606,561</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>POLICE/FIRE COMMISSIONERS</b>		
01-42-52400	CONTRACTUAL/PROF SERVICES	45,000
01-42-53300	COMMISSIONERS	19,200
01-42-53800	ADVERTISING	-
01-42-55100	POSTAGE	300
01-42-55500	PRINTING	500
01-42-56100	MEMBERSHIP & DUES	500
01-42-56300	TRAINING/SEMINARS	5,000
01-42-60100	OFFICE SUPPLIES	1,000
		<u>71,500</u>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>PUBLIC WORKS</b>		
01-50-40100	STRAIGHT TIME	382,268
01-50-40200	ALL OVERTIME	10,000
01-50-40310	SICK BUY BACK	5,000
01-50-40400	FICA TAXES	29,244
01-50-40410	I.M.R.F.	17,202
01-50-40415	HEALTH/VISION/LIFE INSURANCE	150,123
01-50-40500	UNIFORM ALLOWANCE	1,200
01-50-51100	MAINTENANCE BUILDINGS	10,000
01-50-51200	MAINTENANCE EQUIPMENT	65,000
01-50-51300	MAINTENANCE VEHICLE	80,000
01-50-52100	MAINTENANCE ELECTRICAL	80,500
01-50-52400	CONTRACTUAL/PROF SERVICES	589,500
01-50-54500	EQUIPMENT RENTAL	15,000
01-50-55100	POSTAGE	250
01-50-55500	PRINTING	150
01-50-55400	TELEPHONE	10,000
01-50-55410	CELLULAR PHONE	2,100
01-50-56100	MEMBERSHIP & DUES	3,600
01-50-56300	TRAINING/SEMINARS	6,600
01-50-60100	OFFICE SUPPLIES	1,600
01-50-60300	JANITORIAL SUPPLIES	10,000
01-50-60600	OTHER SUPPLIES	17,000
01-50-61500	UNIFORMS	6,423
01-50-62200	MAINTENANCE SUPPLIES	25,000
01-50-62610	GASOLINE	70,000
01-50-62650	ELECTRIC	4,000
01-50-62670	HEAT	9,000
01-50-71000	LEASE PAYMENTS	121,637
01-50-87000	CAPITAL EQUIPMENT&FURNISHINGS	-
		<b>1,722,397</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>LANDS &amp; BUILDINGS</b>		
01-53-40100	STRAIGHT ITME	272,350
01-53-40200	ALL OVERTIME	10,000
01-53-40310	SICK BUY BACK	3,700
01-53-40400	FICA TAXES	20,835
01-53-40410	I.M.R.F.	12,256
01-53-40415	HEALTH/VISION/LIFE INSURANCE	100,115
01-53-51200	MAINTENANCE EQUIPMENT	18,000
01-53-51300	MAINTENANCE VEHICLE	5,000
01-53-52400	CONTRACTUAL SERVICES	90,294
01-53-54500	EQUIPMENT RENTAL	3,500
01-53-55300	CELLULAR PHONES	<b>816</b>
01-53-60300	JANITORIAL SUPPLIES	6,000
01-53-61500	UNIFORMS	5,062
01-53-62200	MAINTENANCE SUPPLIES	10,000
01-53-71000	LEASE PAYMENTS	-
01-53-87000	CAPITAL OUTLAY-OVER \$5,000	14,000
		<b>571,927</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>COMMUNITY DEVELOPMENT</b>		
01-54-40100	STRAIGHT TIME	185,801
01-54-40310	SICK BUY BACK	3,000
01-54-40400	FICA TAXES	14,214
01-54-40410	I.M.R.F.	8,361
01-54-40415	HEALTH/VISION/LIFE INSURANCE	24,439
01-54-52400	CONTRACTUAL/ PROF SERVICES	40,000
01-54-53800	ADVERTISING	2,000
01-54-55100	POSTAGE	3,000
01-54-55200	COURIER SERVICES	-
01-54-55400	TELEPHONE	500
01-54-55410	CELLULAR PHONE	500
01-54-55500	PRINTING	200
01-54-56200	TRAVEL	200
01-54-56300	TRAINING/SEMINARS	5,000
01-54-56600	REFERENCE MATERIAL	250
01-54-57700	ZONING	-
01-54-59900	FILING FEES	-
01-54-60100	OFFICE/COMPUTER SUPPLIES	5,000
01-54-61700	MISCELLANEOUS	-
01-54-87000	CAPITAL EQUIPMENT	-
01-54-87001	FACADE PROGRAM	-
01-54-87002	TREE REPLACEMENT PROGRAM	25,000
		<b>317,465</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>HUMAN RESOURCES</b>		
01-56-40100	STRAIGHT TIME	237,529
01-56-40200	SALARIES-OVERTIME	-
01-56-40310	SICK BUY BACK	3,500
01-56-40400	FICA TAXES	18,171
01-56-40410	I.M.R.F.	10,689
01-56-40415	HEALTH/VISION/LIFE INSURANCE	23,263
01-56-40550	UNEMPLOYMENT INSURANCE	10,000
01-56-40900	EMPLOYEE RECOGNITION	10,000
01-56-52400	CONTRACTUAL/PROF SERVICES	85,560
01-56-53800	ADVERTISING	1,000
01-56-55100	POSTAGE	150
01-56-55200	COURIER SERVICES	100
01-56-55400	TELEPHONE	-
01-56-55410	CELLULAR PHONE	918
01-56-55500	PRINTING	100
01-56-56100	MEMBERSHIP & DUES	505
01-56-56300	TRAINING/SEMINARS	5,000
01-56-56600	REFERENCE MATERIAL	1,350
01-56-59100	LIABILITY INSURANCE	761,173
01-56-59400	FIDELITY BONDS	2,000
01-56-59500	CLAIMS PAYMENT	1,000,000
01-56-59800	WORKER'S COMP INSURANCE	168,274
01-56-60100	OFFICE SUPPLIES	2,000
01-56-61500	UNIFORM ALLOWANCE	2,250
		<b>2,343,533</b>
<b>SUMMER YOUTH PROGRAM</b>		
01-60-40100	STRAIGHT TIME-YOUTH	-
01-60-40200	STRAIGHT TIME-INTERN	-
01-60-61700	MISCELLANEOUS	-
		-
01-99-99963	TRANSFER TO WORK CAP FUND	-
01-99-99999	ENCUMBRANCES	-
		-
		<b>31,108,662</b>
		-

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>MOTOR FUEL</b>		
<b>REVENUES</b>		
12-10-30370	INTEREST INCOME	300
12-10-30420	MOTOR FUEL TAX	362,488
12-10-	REBUILD ILLINOIS	528,000
		<b>890,788</b>
<b>EXPENSES</b>		
12-10-40110	SALARY	132,600
12-10-40200	OVERTIME	2,500
12-10-40310	SICK BUY BACK	3,500
12-10-40400	FICA TAXES	10,144
12-10-40410	IMRF	5,967
12-10-40415	HEALTH/VISION/LIFE INSURANCE	65,421
12-10-80000	CAPITAL IMPROVEMENTS	528,000
12-10-89013	GENERAL MAINTENANCE	142,656
12-10-92700	BANK FEES	-
		<b>890,788</b>
		-
<b>RECREATION</b>		
<b>REVENUES</b>		
15-10-30520	PROPERTY TAX REVENUE	150,000
	GRANT REVENUE	333,000
15-10-30600	FESTIVAL SPONSORSHIP	-
15-61-30540	RECREATION FEES	-
		<b>483,000</b>
<b>EXPENSES</b>		
15-60-52400	CONTRACTUAL/ PROF SERVICES	438,000
15-60-54500	EQUIPMENT RENTAL/ LEASE	3,500
	GRANT EXPENSE	35,000
15-60-55400	TELEPHONE	4,000
15-60-62650	ELECTRIC	1,000
15-60-62670	HEAT	1,500
		<b>483,000</b>
		-

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>CDBG</b>		
<b>REVENUES</b>		
21-10-30476	1606-18 - 18TH MAD TO WASH	
21-10-30590	20TH - MADISON TO WASHINGTON	
21-10-30690	WARREN ST. 17TH - 19TH AVE.	
21-10-30790	2ND AVE - SCHOOL TO WASHINGTON	
21-10-30800	WARREN ST. 19TH AVE. - 21ST AVE.	<u>200,000</u>
		<b>200,000</b>
 <b>EXPENSES</b>		
21-10-87502	20TH - MADISON TO WASHINGTON	
21-10-87503	WARREN ST. 17TH - 19TH AVE.	
21-10-87504	2ND AVE - SCHOOL TO WASHINGTON	
21-10-87506	WARREN ST. 19TH AVE. - 21ST AVE.	<u>200,000</u>
		<u><b>200,000</b></u>
		<u>-</u>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>FED. GRANTS</b>		
<b>REVENUES</b>		
22-10-30300	COPS HIRING RECOVERY PROGRAM	-
22-10-30400	US MARXHALL FPRFIETURE PROGRAM	-
22-10-30600	GREEN ALLEY PROJECT	-
		<hr/>
		-
 <b>EXPENSES</b>		
<b>COPS HIRING RECOVERY PROGRAM</b>		
22-34-40100	SALARY- COPS HIRING GRANT	-
		<hr/>
		-
 <b>US MARSHALL - FORFEITURE PROGRAM</b>		
22-36-52400	CONTRACTUAL /PROF SERVICES	-
22-36-56300	TRAINING	-
22-36-60600	OTHER SUPPLIES	-
22-36-62000	COMMUNITY POLICING	-
22-36-87000	CAPTIAL OUTLAY OVER \$5000	-
		<hr/>
		-
		<hr/>
		-
		<hr/> <hr/>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>2015 BOND FUND</b>		
<b>REVENUES</b>		
30-10-30370	INTEREST	131,000
30-10-30520	PROPERTY TAXES	<u>2,620,000</u>
		<b>2,751,000</b>
 <b>EXPENSES</b>		
30-10-70000	PRINCIPAL PAYMENT	2,620,000
30-10-70001	INTEREST	<u>131,000</u>
		<b>2,751,000</b>
		<u><u>-</u></u>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>WATER FUND</b>		
<b>REVENUES</b>		
41-55-30370	INTEREST	500
41-55-30600	SALE OF WATER METERS	25,000
41-55-30710	WATER SALES	7,200,000
41-55-30711	PENALTIES	350,000
41-55-30712	WRITE OFF/ADJUSTMENTS	(200,000)
41-55-30716	TURNING WATER BACK ON	25,000
41-55-30750	SEWER REVENUE	324,000
41-55-30800	GARBAGE REVENUE	1,887,647
41-55-30900	REIMBURSEMENTS TO WATER FUND	-
41-55-32000	BOND PROCEEDS	-
		<hr/>
		<b>9,612,147</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>WATER FUND</b>		
<b>EXPENSES</b>		
<b>PUMP STATION OPERATIONS</b>		
41-51-40100	STRAIGHT TIME	79,157
41-51-40200	ALL OVERTIME	1,500
41-51-40310	SICK BUY BACK	1,850
41-51-40400	FICA TAXES	6,056
41-51-40410	I.M.R.F.	3,562
41-51-40415	HEALTH/VISION/LIFE INSURANCE	34,201
41-51-51100	MAINTENANCE BUILDINGS	6,000
41-51-51200	MAINTENANCE EQUIPMENT	17,500
41-51-51300	MAINTENANCE VEHICLE	-
41-51-52400	CONTRACTUAL/PROF SERVICES	12,500
41-51-55300	CELLULAR PHONE	219
41-51-55400	TELEPHONE	2,672
41-51-55500	PRINTING	500
41-51-56300	TRAIN/SEMINARS	3,000
41-51-61500	UNIFORMS	1,300
41-51-62200	MAINTENANCE SUPPLIES	3,000
41-51-62650	ELECTRIC	1,200
41-51-62670	HEAT	2,400
		<b>176,616</b>
<b>WATER &amp; SEWER MAINTENANCE</b>		
41-52-40100	STRAIGHT TIME	346,694
41-52-40200	ALL OVERTIME	10,000
41-52-40310	SICK BUY BACK	5,000
41-52-40400	FICA TAXES	26,522
41-52-40410	I.M.R.F.	15,601
41-52-40415	HEALTH/VISION/LIFE INSURANCE	126,918
41-52-51200	MAINTENANCE EQUIPMENT	9,550
41-52-51300	MAINTENANCE VEHICLE	35,000
41-52-52400	CONTRACTUAL/PROF SERVICES	575,000
41-52-53400	WATER & SEWER REPAIRS	210,000
41-52-54500	EQUIPMENT RENTAL	15,000
41-52-55300	CELLULAR PHONE	1,272
41-52-56300	TRAINING / SEMINARS	6,000
41-52-60600	CAPITAL OUTLAY-UNDER \$5,000	25,000
41-52-61500	UNIFORMS	4,783
41-52-62200	MAINTENANCE SUPPLIES	10,000
41-52-62610	GASOLINE	5,000
41-52-87000	CAPITAL OUTLAY-OVER \$5,000	199,170
41-52-87001	FLOOD CONTROL ASSISTANCE	50,000
		<b>1,676,510</b>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>WATER &amp; SEWER COLLECTIONS</b>		
41-55-40100	STRAIGHT TIME	292,896
41-55-40200	ALL OVERTIME	2,500
41-55-40310	SICK BUY BACK	2,500
41-55-40400	FICA TAXES	22,407
41-55-40410	I.M.R.F.	13,180
41-55-40415	HEALTH/VISION/LIFE INSURANCE	119,793
41-55-52400	CONTRACTUAL/PROF SERVICES	280,000
41-55-54500	EQUIPMENT RENTAL/LEASE	1,064
41-55-55100	POSTAGE	2,000
41-55-55400	TELEPHONE	5,000
41-55-55500	PRINTING	54,000
41-55-56300	TRAINING/SEMINARS	5,000
41-55-57300	WATER PURCHASES	3,900,000
41-55-57301	VOLUME CHARGE - MELROSE PARK	660,000
41-55-57302	CAPACITY CHARGE - MELROSE PARK	-
41-55-57400	GARBAGE EXPENSE	1,918,740
41-55-57510	DEPRECIATION EXPENSE	391,940
41-55-57600	LIEN FILING FEES)	5,000
41-55-57665	REFUND WATER DEPOSITS	1,500
41-55-60100	OFFICE SUPPLIES	4,000
41-55-61500	UNIFORMS	3,750
41-55-61600	GAS REIMBURSEMENT	-
41-55-61700	MISC	-
41-55-62200	MAINTENANCE SUPPLIES	10,000
41-55-70000	DEBT SERVICE - WATER FUND	57,000
41-55-71000	LEASE PAYMENTS	6,500
41-55-87000	CAPITAL OUTLAY-OVER \$5,000	-
41-55-92700	BANK FEES	250
		<b>7,759,020</b>
		<b>9,612,147</b>
		-

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>MADISON TIF REVENUES</b>		
72-33-30370	INTEREST	1,000
72-33-30620	MADISON AVE TIF	4,000,000
72-33-30900	APPROPRIATION OF FUND BALANCE	<u>1,048,111</u>
		<b>5,049,111</b>
 <b>EXPENSES</b>		
72-33-40100	REGULAR SALARIES	139,689
72-33-40200	ALL OVERTIME	-
72-33-40310	SICK BUY BACK	2,400
72-33-40400	FICA TAXES	10,686
72-33-40410	IMRF	6,286
72-33-40415	HEALTH/VISION/LIFE INSURANCE	30,674
72-33-52400	CONTRACTUAL/PROF SERVICES	409,000
72-33-53400	PROFESSIONAL SERVICES	
72-33-56200	ADVERTISING	
72-33-56300	TRAINING/SEMINARS	
72-33-80000	CAPITAL PROJECTS	85,000
72-33-82000	PUBLIC IMPROVEMENTS	4,265,375
72-33-87000	BUSINESS IMPROVEMENT PROGRAM	100,000
72-33-92700	BANK FEE	-
		<u>5,049,111</u>
		<u>-</u>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>ROOSEVELT TIF</b>		
<b>REVENUES</b>		
73-33-30370	INTEREST	
73-33-30620	ROOSEVELT TIF	400,000
73-33-30900	APPROPRIATION OF FUND BALANCE	50,000
		<u>450,000</u>
 <b>EXPENSES</b>		
73-33-40100	STRAIGHT TIME	78,511
73-33-40200	ALL OVERTIME	-
73-33-40310	SICK BUY BACK	1,200
73-33-40400	FICA	6,006
73-33-40410	IMRF	3,533
73-33-40415	HEALTH/VISION/LIFE INSURANCE	16,545
73-33-52400	CONTRACTUAL/PROF SERVICES	194,205
73-33-56200	ADVERTISING	
73-33-86000	PUBLIC IMPROVEMENTS	50,000
73-33-87000	BUSINESS IMPROVEMENT PROGRAM	100,000
73-33-92700	BANK FEES	-
		<u>450,000</u>
		<u>-</u>

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>2022 BUDGET REQUEST</b>
<b>ABANDON PROPERTY PROGRAM</b>		
<b>REVENUES</b>		
<b>77-33-</b>	<b>STRONG COMMUNITY PROGRAM</b>	<b>125,000</b>
<b>77-33-30440</b>	<b>ABANDON PROPERTY GRANT</b>	<b>250,000</b>
		<b>375,000</b>
<b>EXPENSES</b>		
<b>77-33-52400</b>	<b>CONTRACTUAL/PROF SERVICES</b>	<b>25,000</b>
<b>77-33-52500</b>	<b>BOARD UP SERVICES</b>	<b>25,000</b>
<b>77-33-62601</b>	<b>GRASS CUTTING</b>	<b>200,000</b>
<b>77-33-62605</b>	<b>TREE CUTTING</b>	<b>50,000</b>
<b>77-33-68000</b>	<b>DEMO OF STRUCTURES</b>	<b>75,000</b>
		<b>375,000</b>
		<b>-</b>

# MEMO

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Date: March 7, 2021

To: Village of Maywood

Attn: Willie Norfleet, Jr., Village Manager

cc: David Myers, Director of Community Development  
John West, Director of Public Works

From: Bill Peterhansen, P.E., CFM

Re: 2020 PY Cook County CDBG Project  
Warren Street CDBG Roadway Improvements Project  
Engineering Agreement

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Attached is our proposed engineering agreement to provide preliminary, design and construction engineering services related to the construction of the referenced improvements.

## Background

In February of 2020, the Village of Maywood submitted an application requesting funds from the Cook County Community Development Block Grant program for improvements to Warren Street from the west Village limits to 19<sup>th</sup> Avenue, in the maximum amount of \$400,000. The awards are then typically announced by Cook County in the late summer, but were delayed until December due to the COVID-19 pandemic. The Village was recently notified of an award of **\$200,000** from Cook County to perform the project.

## Summary of Project Scope

The project to be constructed consists of the reconstruction of Warren Street from the west Village limits to 19<sup>th</sup> Avenue, for a total length of 2 ½ blocks. The completed product will most closely resemble that of recently improved Warren Street from 19<sup>th</sup> Avenue to 17<sup>th</sup> Avenue.

The improvements along Warren Street will include complete removal of the concrete curb and gutter, driveways, entry walks, main line sidewalk, and ADA compliant roadway crossings; repair/replacement of utility structures, complete reconstruction of the asphalt pavement including installation of a geotechnical fabric, 6" aggregate base course, 4" of hot-mix asphalt binder course, and 2" of hot-mix asphalt surface course. Also included are landscape restoration, pavement markings and cured in place pipe (CIPP) lining of the combined sewer that was recently televised in 2019. The CIPP method is a



Advertisement of Project	May 10, 2021
Opening of Proposals	May 21, 2021
Award of Contract	June 1, 2021
Begin Construction	June 10, 2021
Construction Completion	August 30, 2021

We are available at your convenience to answer any questions regarding this project and our proposal.

AGREEMENT  
between the  
VILLAGE OF MAYWOOD  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for  
FURNISHING OF  
PROFESSIONAL ENGINEERING SERVICES  
for the  
**WARREN STREET CDBG ROADWAY IMPROVEMENTS PROJECT**  
in  
MAYWOOD, ILLINOIS

March 2021

AGREEMENT  
between the  
VILLAGE OF MAYWOOD  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for  
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES  
for the  
WARREN STREET CDBG ROADWAY IMPROVEMENTS PROJECT  
in  
MAYWOOD, ILLINOIS

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THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the WARREN STREET CDBG ROADWAY IMPROVEMENTS PROJECT, hereinafter referred to as "PROJECT", which will generally include pavement reconstruction along Warren Street from the west Village limits to 19<sup>th</sup> Avenue, in the Village of Maywood, Cook County, Illinois, as part of the PY2020 Cook County CDBG Program, described in detail as follows:

The scope of work of the project shall include full replacement of concrete curb and gutter, driveways, ADA sidewalk ramps, and main-line sidewalk, reconstruction of existing hot-mix asphalt pavement, installation of aggregate base course, installation of hot-mix asphalt binder and surface courses, thermoplastic pavement markings, landscaping restoration, intermittent replacement of combined sewer manholes, and combined sewer lining improvements.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work in accordance with requirements of Cook County Community Development Block Grant (CCCDBG) authorities and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  - a. Preparing preliminary design criteria.
  - b. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
  - 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.
  - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
  
- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
  - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
  - b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - j. Performing final inspection of all improvements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
  - b. All compaction or density tests as required by the specifications.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Forty-Two Thousand Five Hundred dollars (\$42,500.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.
  - b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Forty-Nine Thousand dollars (\$49,000.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the most current Schedule of Hourly Rates at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).

- c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.

- d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A". However, the most current Schedule of Hourly Rates shall be utilized at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).
- e. That payment to the ENGINEER for the services rendered shall be made in the following manner:
  - 1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
  - 2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED:

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this

AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- IV. 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 \_\_\_\_\_, 2021

VILLAGE OF MAYWOOD  
Cook County, Illinois  
Acting through its  
President and Board of Trustees

By \_\_\_\_\_  
Edwenna Perkins, Village President

ATTEST:

By \_\_\_\_\_  
Viola Mims, Village Clerk

(SEAL)

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Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

## SCHEDULE OF HOURLY RATES

<b>PERSONNEL CLASSIFICATION</b>	<b>HOURLY RATE</b>
ENGINEER – VI	\$143.00
ENGINEER – V	\$133.00
ENGINEER – IV	\$123.00
ENGINEER – III	\$118.00
ENGINEER – II	\$105.00
ENGINEER – I	\$93.00
ENGINEERING TECHNICIAN – V	\$123.00
ENGINEERING TECHNICIAN – IV	\$113.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN – I	\$40.00
CAD MANAGER	\$118.00
CAD - II	\$108.00
CAD – I	\$98.00
ADMINISTRATIVE	\$65.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1<sup>st</sup>.  
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 resumption 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. Willie Norfleet, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9933 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
  - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
  - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
  - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
  - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
      - (i) abide by the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (2) Establishing a drug-free awareness program to inform employees about:
    - (a) the dangers of drug abuse in the workplace;
    - (b) the ENGINEER's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance program; and
    - (d) the penalties that may be imposed upon employees for drug violations.
  - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
  - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
  - j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
  - k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

- i. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

# ATTACHMENT C

## Design Engineering Fee

Preliminary Engineering	\$2,000.00
Topographic Survey	\$9,000.00
CADD Drafting	\$8,000.00
Utility Coordination	\$1,000.00
Plans	\$9,000.00
Specifications	\$6,000.00
MWRD Permitting	\$4,000.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$2,500.00</u>

**Total Design Engineering Fee** **\$ 42,500.00**

## Construction Engineering Fee

Pre-Construction Activities	\$3,000.00
Resident Notification	\$1,000.00
Layout (Line and Grade)	\$6,000.00
Construction Observation	\$24,000.00
Documentation	\$7,000.00
CDBG Project Close-Out	<u>\$8,000.00</u>

**Total Construction Engineering Fee** **\$ 49,000.00**

## Estimated Sub-Consultant Fees

QA Materials Testing \$ 2,500.00\*\*

**\*\* These sub-consultant fees are not included in the upper limit of this Agreement.**



# Village of MAYWOOD

POLICE DEPARTMENT



125 SOUTH FIFTH AVENUE • MAYWOOD, ILLINOIS 60153 • (708) 450-4470

March 10, 2021

To: Mr. Willie Norfleet, Jr.  
Maywood Village Manager

From: Valdimir Talley, Jr.   
Maywood Chief of Police

Sir:

The attached proposal is being forwarded to your attention for consideration and for submission to the Regular Village Board Meeting which is scheduled to begin 7:00 pm on March 16, 2021.

#### **MPD Proposal #05**

The Maywood Police Department would like to inform the Village Board of new legislation found in Illinois House Bill 3653 (the "Safe-T Act") and recently signed into law last month. I would also like to inform them about similar Federal legislation found in HR 7120 (the "George Floyd Justice in Policing Act of 2020 116<sup>th</sup>").

The informational presentation will cover select topics and should not require more than ten (10) minutes of the Board's time. Thank you for your continued support.

Attachments

# The Institute for Illinois' Fiscal Sustainability

## AT THE CIVIC FEDERATION

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### Summary of Provisions in Illinois House Bill 3653: Criminal Justice Omnibus Bill

*February 15, 2021*

**UPDATE:** On February 22, 2021, Illinois Governor JB Pritzker signed House Bill 3653 Senate Amendment 2 into law as Public Act 101-0652 – dubbed the SAFE-T Act (Safety, Accountability, Fairness and Equity – Today).

On January 13, 2021 in the final hours of the lame duck session of the 101st General Assembly, the Illinois House and Senate passed a broad criminal justice reform bill. House Bill 3653 Senate Amendment 2, sponsored by Senator Elgie Sims, Jr. and Representative Justin Slaughter, impacts many aspects of the criminal justice system including policing, pretrial court processes and sentencing and prison policies. The following is an abbreviated summary of the major provisions included in the bill. For complete details, see the full bill. The provisions of this Act take effect on July 1, 2021 unless noted otherwise.

*Reader's Note: In compiling this bill summary, Civic Federation staff have done our best to assure the summary is accurate and objective. However, we welcome readers' feedback if you believe you find any errors or omissions. Please contact [civiced@civiced.org](mailto:civiced@civiced.org) with any corrections.*

### **Policing Reforms**

- **Standardized Use of Force:** Creates the Statewide Use of Force Standardization Act, stating that it is the intent of the General Assembly to establish statewide use of force standards for law enforcement

agencies effective January 1, 2022.

- **Residency Requirements:** Amends the Illinois Public Labor Relations Act relating to arbitration on residency requirements, reducing the size of a municipalities eligible for arbitration with regard to residency requirements from municipalities under a population of 1 million to municipalities under a population of 100,000.
- **Co-Responder Model:** Amends the Community-Law Enforcement Partnership for Deflection and Substance Use Disorder Treatment Act by adding “Other First Responder” language for purposes of developing and implementing collaborative deflection programs for substance use treatment and other services as an alternative to traditional criminal justice system involvement and unnecessary emergency department admissions. Adds funding and training requirements. In order to receive funding, planning for the deflection program must include an agreement with participating licensed treatment providers authorizing the release of statistical data to the Illinois Criminal Justice Information Authority (ICJIA). Up to 10% of funding for law enforcement and other first responder entities may be spent on training, education and technical assistance. Includes a requirement that funding for deflection programs be prioritized for communities impacted by the war on drugs, communities with police/community relations issues and that disproportionately lack access to mental health and drug treatment. Allows for funding eligibility for naloxone and related overdose reversal supplies and treatment necessary to prevent gaps in service delivery between coverage by other funding sources.
- **Unconstitutional Patterns or Practice of Conduct:** Amends the Attorney General Act to authorize the Illinois Attorney General to investigate and bring civil action to eliminate a pattern or practice of conduct by officers that deprives any person of rights, privileges, or immunities protected by the U.S. Constitution or laws or the Illinois Constitution or laws. Provides the Attorney General with the authority to conduct examinations and collect statements under oath and issue

subpoenas or conduct hearings to aid the investigation. The civil action must be commenced within 5 years of the occurrence or termination of an alleged violation. Allows the Attorney General to require the payment of civil penalties up to \$25,000 and up to \$50,000 for a second violation within 5 years.

- **Sworn Affidavits:** Amends the State Police Act and the Uniform Peace Officers' Disciplinary Act to allow for the filing of a complaint against a police officer without a sworn affidavit or other legal documentation. The elimination of the affidavit requirement also applies to any collective bargaining agreements entered into after the effective date.
- **Administrative Investigation Notice Requirements:** Amends the Uniform Peace Officers' Disciplinary Act to remove requirements that officers under investigation be informed of the names of complainants in advance of administrative proceedings and the name, rank and unit or command of the officer in charge of the investigation.
- **Anonymous Complaints:** Amends the Police and Community Relations Improvement Act to allow any person to file a notice of an anonymous complaint to the Illinois Law Enforcement Training Standards Board (ILETSB) for conduct that would qualify an officer for decertification (this includes the following: a felony or misdemeanor, excessive use of force, failing to comply with duty to intervene, tampered with a dash camera or body camera, committed perjury, made a false statement, tampered with or fabricated evidence, or engaged in unprofessional or unethical conduct). Provides that ILETBSB will investigate allegations and complete a preliminary review to determine whether further investigation is warranted. If ILETBSB determines there is objective verifiable evidence to support the allegations, the Board will complete a sworn affidavit override. Effective January 1, 2023.
- **Limits on Military Equipment:** Amends the State Police Act, the Counties Code and the Illinois Municipal Code to forbid the Illinois State Police, sheriffs' departments and police departments from purchasing,

requesting or receiving from any military surplus program the following equipment: tracked armored vehicles, weaponized aircraft or vehicles, .50-caliber or higher firearms and ammunition, grenade launchers, or bayonets.

- **Whistleblower Protection:** Amends the Public Officer Prohibited Activities Act to prohibit a unit of local government, a representative of a local government, or another employee from retaliating against an employee or contractor who reports an improper governmental action, cooperates with an investigation, or testifies in a proceeding or prosecution. To invoke these protections, the employee must make a written report to the appropriate auditing official, and each auditing official is required to establish written procedures for managing complaints. To remedy adverse actions against employees for reporting improper government action, the employee may receive restitution. Retaliatory actions are subject to a penalty of between \$500 and \$5,000, suspension without pay, demotion, discharge, and civil or criminal prosecution.
- **Retention of Police Misconduct Records:** Amends the Local Records Act, requiring that all public and nonpublic records related to complaints, investigations, and adjudications of police misconduct be permanently retained and may not be destroyed.
- **Officer Professional Conduct Database:** Amends the Illinois Police Training Act to require law enforcement agencies to notify the Illinois Law Enforcement Training Standards Board of misconduct or a violation of agency policy when an officer resigns during the course of an investigation based on any felony or sex offense. Previously law enforcement agencies were required to notify the Board of any Class 2 felony or greater offense. Provides State's Attorneys with access to the officer professional conduct database.
- **Police Officer Training Requirements:** Amends the Illinois Police Training Act. Requires crisis intervention training for probationary police

officers, including: 12 hours of hands-on, scenario-based role playing; 6 hours of instruction on use of force techniques including de-escalation techniques; specific training on officer safety techniques; and 6 hours of training focused on high-risk traffic stops. Requires implicit bias and racial and ethnic sensitivity training as part of minimum in-service training an officer must complete every three years. Requires training on emergency medical response training and certification, crisis intervention training, and officer wellness and mental health to be completed as part of minimum in-service training an officer must complete annually (previously officer wellness and mental health training were required every three years). Requires 40 hours of crisis intervention training addressing specialized policing responses to people with mental illness. Requires the Illinois Law Enforcement Training Standards Board to adopt rules and minimum standards for in-service training requirements (mandatory training of 30 hours to be completed every three years) including on use of force and de-escalation techniques.

- **Mental Health Screening:** Amends the Illinois Police Training Act by adding to the powers and duties of the Illinois Law Enforcement Training Standards Board the authority to establish statewide standards regarding regular mental health screenings for probationary and permanent police officers, ensuring that counseling sessions and screenings remain confidential.
- **Body Cameras:** Amends the Law Enforcement Officer-Worn Body Camera Act to require all law enforcement agencies to use officer-worn body cameras, to be phased in between January 1, 2022 and January 1, 2025 based on population size of the municipality or county. Law enforcement agencies in compliance with the requirements will receive preference by the Illinois Law Enforcement Training Standards Board in awarding grant funding under the Law Enforcement Camera Grant Act. Revises some of the guidelines and requirements for use of body cameras, including allowing only <sup>76</sup>supervisors and not the recording officer to review recordings prior to completing incident reports.

[1] Misdemeanors that qualify for automatic termination are: criminal sexual abuse; indecent solicitation of a child; indecent solicitation of an adult; solicitation to meet a child; sexual exploitation of a child; prostitution; solicitation of a sexual act; public indecency; aggravated assault; domestic battery; interfering with the reporting of domestic violence; theft; deceptive practices; false personation; transmission of obscene messages; harassment by telephone; harassment through electronic communications; keeping a gambling place; offering a bribe; offenses affecting governmental functions such as resisting or obstructing a peace officer, escape/aiding escape, perjury, interfering with judicial process, harassment of jurors or witnesses, tampering with public records, official misconduct, bribery, etc.; harassment of representatives for a child, jurors, witnesses and others; simulating legal process; possession of another's credit, debit, or identification card; manufacture or delivery of cannabis; and delivery of cannabis on school grounds.

[2] The list of misdemeanors that qualify for automatic decertification is expanded to include: indecent solicitation of an adult; solicitation to meet a child; solicitation of a sexual act; public indecency; domestic battery; interfering with the reporting of domestic violence; transmission of obscene messages; harassment by telephone; and harassment through electronic communications. Misdemeanors that already qualified for automatic decertification include: criminal sexual abuse; indecent solicitation of a child; sexual exploitation of a child; prostitution; aggravated assault; theft; deceptive practices; false personation; keeping a gambling place; offering a bribe; offenses affecting governmental functions possession of another's credit, debit, or identification card; manufacture or delivery of cannabis; and delivery of cannabis on school grounds.

[3] The violations specified in this section include the following offenses: aggravated discharge of a firearm; aggravated discharge of a machine gun or a firearm equipped with a device designed or use for silencing the report of a firearm; reckless discharge of a firearm; armed habitual criminal; manufacture, sale or transfer of bullets, or shells represented to be armor piercing bullets, dragon's breath shotgun shells, bolo shells or flechette

Requires all law enforcement agencies to provide an annual report on the use of officer-worn body cameras to the Illinois Law Enforcement Training Standards Board.

- **Crime Statistics Reporting:** Amends the Uniform Crime Reporting Act to include monthly reports required from each law enforcement agency to be made available by the Department of State Police, in addition to compilations of annual crime statistics.
- **Use of Force Reporting:** Amends the Uniform Crime Reporting Act to require the Department of State Police to regularly submit use of force information to the FBI National Use of Force Database. Requires all law enforcement agencies to report on use of force to the Department of State Police on a monthly basis beginning July 1, 2021. Also requires law enforcement agencies to report on any incident where an officer was dispatched to deal with a person experiencing a mental health crisis beginning July 1, 2021.
- **Limitations on Use of Force:** Amends the Criminal Code of 2012, adding language regarding when a peace officer is justified in use of force when making an arrest: when the officer believes “based on the totality of the circumstances” that force is necessary to defend himself or another from bodily harm, or when an officer believes that force is necessary to prevent resistance or escape if the officer “reasonably believes the person to be apprehended cannot be apprehended at a later date and is likely to cause great bodily harm to another” and the person “just” committed or attempted a forcible felony involving bodily harm or is attempting to escape by use of a deadly weapon.
  - Prohibits using deadly force against someone based on the danger that person poses to themselves if they do not pose an imminent threat of death or serious bodily injury to the officer or another person. Prohibits using deadly force against someone committing a property offense unless the offense is terrorism or unless deadly force is otherwise authorized by law.

- In addition to chokeholds, prohibits using restraint above the shoulders with risk of asphyxiation unless deadly force is justified.
  - Law enforcement agencies are encouraged to adopt and develop policies designed to protect individuals with physical, mental health, developmental, or intellectual disabilities.
  - Prohibits discharging kinetic impact projectiles (e.g. rubber bullets) in a manner that targets the head, pelvis or back, discharging firearms or kinetic impact projectiles indiscriminately into a crowd, or using chemical agents or irritants including pepper spray and tear gas prior to issuing an order to disperse, followed by sufficient time and space to allow for compliance with the order to disperse.
  - Regarding use of force to prevent escape, a peace officer who has an arrested person in custody is justified in the use of force, but not deadly force, to prevent escape. Prohibits use of deadly force to prevent escape unless based on the totality of the circumstances, deadly force is necessary to prevent death or great bodily harm to an officer or another person.
  - Creates a duty for all law enforcement officers to render medical aid and assistance as soon as reasonably practical, whether as a result of use of force or otherwise.
  - Creates a duty for a peace officer to intervene to prevent another peace officer from using unauthorized force. The intervening peace officer must report the intervention within 5 days of the incident. Prohibits discipline or retaliation against a peace officer for intervening.
- **Law Enforcement Misconduct:** Amends the Criminal Code of 2012, stating a law enforcement officer commits misconduct when he or she misrepresents facts, withholds knowledge, fails to comply with the officer-worn body camera act, or commits any other act with the intent to avoid culpability or liability for himself or another. Makes law enforcement misconduct a Class 3 felony.
  - **Right to Communicate with Attorney and Family in Police Custody:** Amends the Criminal Code of Procedure of 1963 to give people in

police custody the right to make three phone calls as soon as possible upon being taken into police custody, but no later than three hours after arrival at the place of custody. Police custody facilities must post a sign with a statement notifying those in custody of their right to make 3 phone calls within 3 hours at no charge and the phone number of the public defender's office. The phone call to the attorney cannot be monitored, eavesdropped or recorded. People in police custody must be given access to use a telephone via a land line or cell phone to make the phone calls and the ability to retrieve phone numbers contained in their cell phone prior to the phone being placed into inventory.

- **Use of Force in Executing Search Warrants:** Amends the Criminal Code of Procedure of 1963, requiring that prior to executing a no-knock warrant, the officer must attest that a supervising officer will ensure that each participating member is assigned a body worn camera and following body camera procedures prior to entering the location, that steps were taken in planning the search to ensure accuracy and plan for children or other vulnerable people on-site, and if an officer becomes aware the search warrant was executed at an address different from the location listed on the search warrant, that officer will immediately notify a supervisor who will ensure an internal investigation ensues.
- **Constitutional Rights and Remedies:** Creates the Task Force on Constitutional Rights and Remedies Act to develop and propose policies and procedures to review and reform constitutional rights and remedies, including qualified immunity for peace officers (with the Illinois Criminal Justice Information Authority providing administrative support). The Task Force will have one year to submit a report with findings and recommendations to the Governor and General Assembly.

### **Police Certification and Decertification Procedures**

Amends the State Police Act and Illinois Police Training Act to establish new uniform processes for investigation of misconduct by law enforcement and decertification processes, effective January 1, 2022.

- **Illinois State Police Merit Board:** Increases the number of State Police Merit Board members from 5 to 7 and creates other requirements for Board members.
  
- **Reporting:** Requires the Merit Board to file an annual report to the Governor and General Assembly with information about terminations, cadet tests administered, the number of cadet applicants who failed the background investigation, new certifications from each cadet class, promotional assessments administered and the number of people certified for promotion. Also requires the Merit Board to submit an annual disciplinary data report to the Governor and General Assembly with statistics about the number of complaints received, the number of internal investigations initiated, concluded and pending, the number of Merit Board referrals, the number of officers decertified and the number of investigations that led to a determination of administratively closed, exonerated, not sustained, sustained, and unfounded.
  
- **Officer Professional Conduct Database (Officer Misconduct Database):**
  - The Illinois State Police Merit Board will be responsible for reporting all required information in the Officer Misconduct Database.
  - The Merit Board must search the database before certifying any Illinois State Police cadet and the database must be checked before a governmental agency may appoint a law enforcement officer or a person seeking a certification as a law enforcement officer.
  - The database and other documents and information in possession of the Board are confidential and not subject to disclosure under the Freedom of Information Act or subpoena.
  - The database will be accessible to any chief administrative officer of any governmental agency, the Illinois State Police, any county State's Attorney and the Attorney General for the purposes of hiring law enforcement officers.
  - Requires all governmental agencies and the Illinois State Police to notify the Merit Board of any final determination of a willful violation

of policy, official misconduct, or violation of law when the determination leads to a suspension of at least 10 days, the infraction triggers an official investigation, there is an allegation of misconduct or regarding truthfulness as to a material fact, bias, or integrity, or the officer resigns or retires during the course of an investigation. Also requires reporting to the Board within 10 days of a final determination, final administrative appeal or a law enforcement officer's resignation, including information regarding the nature of the violation. Upon receiving notification, the Board must notify the law enforcement officer of the report and the officer's right to provide a statement regarding the reported violation.

- In addition to the Officer Misconduct Database, the Merit Board is required to maintain two public searchable databases: a database of law enforcement officers and a database of all completed investigations against law enforcement officers related to decertification (this database will not include the names of officers).
- Requires the Merit Board to submit an annual report to the Governor, Attorney General, President and Minority Leader of the Senate, and the Speaker and Minority Leader of the House of Representatives beginning on March 1, 2023 with the number of complaints received (including the race, gender, and type of complaints received), the number of investigations initiated and concluded in the preceding year, the number of investigations pending as of the reporting date, the number of hearings held and the number of officers decertified.
- **Illinois Law Enforcement Certification Review Panel:** Amends the Illinois Police Training Act to create an Illinois Law Enforcement Certification Review Panel with 11 members—3 appointed by the Governor and 8 appointed by the Attorney General, with requirements that appointees represent certain groups including law enforcement, State's Attorneys, victims and the community, as well as training requirements. The Panel and the Merit Board are given the power to suspend, limit, restrict or revoke any certificate, to subpoena any person

or entity and documents/records, to order the person to appear to give testimony and to produce evidence, and administer oaths to witnesses.

- **Automatic Termination:** Requires automatic termination of a state police officer convicted of a felony or certain misdemeanors.[1] The Illinois State Police Merit Board must report terminations under this Section to the Officer Misconduct Database.
  
- **Discretionary Termination:** The Illinois State Police Merit Board may terminate an Illinois State Police officer upon determination that the officer has committed an act that would constitute a felony or misdemeanor that could serve as basis for automatic decertification, used excessive force, failed to comply with the officer's duty to intervene, tampered with dash camera or body camera data or directed another to turn their camera off for purposes of concealing, destroying or altering potential evidence, committed perjury, made a false statement, knowingly tampered with evidence, or engaged in any other conduct while on active duty that involves moral turpitude. The Merit Board must report all terminations under this Section to the Office Misconduct Database.
  
- **Automatic Decertification:** Creates new procedures for the automatic decertification of law enforcement officers.
  - Expands the review of law enforcement officers by the Board to ensure no officer is certified who has been found guilty or entered a plea of nolo contendere to a felony or specific misdemeanors,[2] in addition to having been convicted or entered a plea of guilty to a felony or certain misdemeanors.
  - Requires the sheriff or chief executive of every governmental agency to report to the Board any arrest, conviction, finding of guilt, plea of guilty, or plea of nolo contendere of any officer regardless of whether the adjudication of guilt or sentence is withheld or not entered, including sentences of supervision, conditional discharge, or first offender probation.

- Reduces the time period required for law enforcement officers to report to the Board their arrest, conviction, guilty finding or guilty plea from 30 days to 14 days. Any officer who is convicted, found guilty, or entered a plea of guilty, or entered a plea of nolo contendere immediately becomes decertified.
- **Discretionary Decertification:** Creates new procedures for the discretionary decertification of law enforcement officers.
  - The Board has the authority to decertify a full-time or a part-time law enforcement officer upon a determination that the officer has committed a felony or misdemeanor which could serve as basis for automatic decertification, used excessive force, failed to comply with the officer's duty to intervene, tampered with dash camera or body camera data or directed another to turn their camera off for purposes of concealing, destroying or altering potential evidence, committed perjury, made a false statement, knowingly tampered with evidence, or engaged in any unprofessional or unethical conduct.
  - Creates procedures for submitting notice of the violation to the Board (which allows for notice to be submitted confidentially by any person), preliminary review of the alleged violation, investigations, filing of formal complaints with the Certification Review Panel, administrative hearings, final action by the Board and filing for reconsideration of the Board's decision.
  - Prohibits any individual not certified by the Board or whose certified status is inactive from functioning as a law enforcement officer. A law enforcement officer's certification becomes inactive upon termination, resignation, retirement, or separation from the officer's employing governmental agency for any reason. Provides procedures for re-activating a certification.
- **Emergency Order of Suspension:** Allows the Board to immediately suspend a law enforcement officer's certification upon being notified that the officer has been arrested or indicted on any felony charges. The Board must also notify the chief administrator of any governmental

agency currently employing the officer.

- **Law Enforcement Compliance Verification:** Requires all law enforcement officers to submit a verification form every three years that confirms compliance, including verification of completion of mandatory training programs, the law enforcement officer's current employment information (including termination of any previous law enforcement or security employment in the three-year period), and a statement verifying that the officer has not committed misconduct.
- **Sheriff Qualifications:** Adds to existing sheriff qualifications (that a sheriff be U.S. citizen, resident of the county for at least one year and not a convicted felon) a requirement to have a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Officers Training Course as prescribed by the Illinois Law Enforcement Training Standards Board or a substantially similar training program of another state or the federal government. Sheriffs currently serving on the effective date are exempt.

## **Pretrial Reforms**

The following pretrial provisions take effect January 1, 2023, unless otherwise noted.

- **Abolishment of Cash Bail:** The Code of Criminal Procedure of 1963 is amended to abolish the requirement of posting monetary bail on or after January 1, 2023. Revisions are made to multiple statutes to replace references to "bail" and "conditions of bail" with "pretrial release" and "conditions of pretrial release." Removes language from the Counties Code to eliminate sheriffs' fees related to taking special bail and from the Clerks of Courts Act regarding credit card or debit card payment of bail bond fees.
- **Pretrial Data Collection:** Calls for the Administrative Office of the Illinois Courts (AOIC) to convene<sup>85</sup> a Pretrial Practices Data Oversight Board under the Administrative Director to oversee the collection and

analysis of pretrial practices data in circuit court systems. The Oversight Board will identify existing data collection processes in local jurisdictions, gather and maintain records from local criminal justice agencies, identify resources needed to systematically collect and report pretrial data, develop a plan to implement data collection processes and publish reports on the AOIC website. The Board must develop a strategy to collect quarterly, county-level data on the following topics: arrests and charges; outcomes of pretrial hearings and pretrial conditions; information about the detained jail population and average length of stay for pretrial defendants; information about electronic monitoring programs; discharge data; rearrests of individuals released pretrial; failure to appear rates; and information on validated risk assessment tools used in each jurisdiction and comparisons of judges' release/detention decisions to risk assessment scores of individuals. Effective July 1, 2021.

- **Domestic Violence Pretrial Practices Working Group:** Amends the Illinois Criminal Justice Authority Act to create a Domestic Violence Pretrial Practices Working Group convened by ICJIA to research current practices in pretrial domestic violence courts throughout Illinois. The Working Group is required to meet quarterly, issue a preliminary report within 15 months, and issue a final report with recommendations for evidence-based improvements to court procedures within 15 months of the preliminary report. Effective July 1, 2021.
- **Notice to Crime Victims:** Crime victims shall be given notice by the State's Attorney's office of the defendant's initial pretrial hearing and be informed of their opportunity to obtain an order of protection at the hearing.
- **Violation of Conditions:** Amends the Criminal Code of 2012 to make a violation of conditions of pretrial release a Class A misdemeanor if the underlying offense was a felony and a Class C misdemeanor if the underlying offense was a misdemeanor. Previously the violation would

have been the next lower class offense.

- **Arrest and Release from Law Enforcement Custody:** Amends Article 109 of the Code of Criminal Procedure of 1963 to add the following provisions.
  - Requires law enforcement to issue a citation in lieu of custodial arrest for traffic offenses, Class B and C misdemeanor offenses or petty and business offenses in which the person poses no obvious threat to the community or another person and who have no medical or mental health issues that pose a risk to their own safety. Those released on citation must be scheduled into court within 21 days.
  - Allows law enforcement officers to release a person arrested for an offense for which pretrial release may not be denied without appearing before a judge, with a summons to appear in court within 21 days. Creates a presumption in favor of pretrial release by the arresting officer.
  - Requires that upon initial appearance before the court, the defendant be released or, upon verified petition of the State, that a detention hearing be set.
  - Requires the person charged to be present in person at the hearing at which conditions of pretrial release are determined unless there is a safety risk to the person appearing in court or the accused waives the right to be present in person.
  - Requires that defense counsel be given adequate opportunity to confer with the defendant prior to any hearing in which conditions of release or the detention are considered, with a physical accommodation made to facilitate attorney/client consultation.
  - Requires that when a defendant charged with a felony has a warrant in another Illinois county, the defendant be taken to the county that issued the warrant within 72 hours of completion of the initial hearing.

- **Pretrial Release Procedures:** Amends Article 110 of the Code of Criminal Procedure of 1963 to add the following provisions regarding

pretrial release.

- **Release on Own Recognizance:** Creates a presumption to release a defendant on personal recognizance on the condition that the defendant attends all required court proceedings, does not commit any criminal offense and complies with all terms of pretrial release. Additional conditions of release shall be set only when it is determined that they are necessary to assure the defendant's appearance in court, assure the defendant does not commit any criminal offense, and complies with all conditions of pretrial release. Detention only shall be imposed when it is determined that the defendant poses a specific, real and present threat to a person, or has a high likelihood of willful flight. If the court decides to detain the defendant, the court must make a written finding as to why less restrictive conditions would not assure safety to the community and the defendant's appearance in court. At each subsequent court hearing, the judge must find that continued detention or conditions imposed are necessary to avoid a specific, real and present threat to any person or willful flight from prosecution.
- **Options for warrant alternatives:** Establishes procedures for when a defendant fails to comply with any pretrial release condition. The court may issue an order to show cause as to why the defendant's pretrial release should not be revoked. A certified copy of the order must be served upon the person at least 48 hours in advance of the scheduled hearing. If the person does not appear at the hearing to show cause, the court may issue an arrest warrant. Allows the warrant to modify any previously imposed conditions rather than revoking pretrial release or issuing a warrant. Prevents the court from recording a failure to appear until the defendant fails to appear at the hearing to show cause. Prevents a non-appearance in court cured by an appearance at the hearing to show cause from being considered as evidence of the defendant's future likelihood of failing to appear.
- **Pretrial Release:** Pretrial release may only be denied when a person is charged with an offense that qualifies for denial of pretrial release (as defined in 725 ILCS 5/110-6.1) or when the defendant

has a high likelihood of willful flight, and after the court has held a detention hearing.

- o **Determining Conditions of Release:** Establishes procedures for determining conditions of pretrial release, including the factors the court is required to take into account (including the nature and circumstances of the offense charged, the weight of the evidence against the defendant, the defendant's history and characteristics and the risks that would be posed by the defendant's release). Allows the court to use a validated risk assessment tool to aid in determination of appropriate conditions of release, but risk assessment tools may not be used as the sole basis to deny pretrial release. Requires that the defendant's counsel be provided with the scoring system of the risk assessment tool. The defendant has the right to challenge the validity of a risk assessment tool used and present evidence relevant to the challenge. If a defendant remains in pretrial detention after having been ordered released with pretrial conditions, the court must hold a hearing to determine the reason for continued detention. Requires the court to appoint a public defender or licensed attorney to represent the defendant prior to their first appearance.
- o **Electronic Monitoring and Home Confinement as a Condition of Release:** Electronic monitoring, GPS monitoring or home confinement can only be imposed as a condition of pretrial release if no less restrictive condition or combination of conditions of release would reasonably ensure the appearance of the defendant for later hearings or protect an identifiable person(s) from imminent threat of serious physical harm. If the court imposes electronic monitoring, GPS monitoring or home confinement, the court must state in the record the basis for its finding. Requires that defendants receive custodial credit for each day on a home confinement or electronic monitoring program. The court must determine every 60 days if no less restrictive condition or combination of conditions of release would reasonably ensure the defendant's appearance at later hearings or protect an identifiable person from threat of serious physical harm. If the court finds that there are less

restrictive conditions of release, the court must order that the condition be removed.

- **Revocation of pretrial release and modification of conditions of pretrial release:** When a defendant is granted pretrial release, pretrial release may only be revoked if the defendant is charged with a detainable felony (as defined in 725 ILCS 5/110-6.1) or if the defendant is charged with a new felony or Class A misdemeanor. Establishes procedures for revocation of pretrial release. Allows the State to file a verified petition for revocation of pretrial release when the defendant is charged with a subsequent felony or class A misdemeanor offense while on pretrial release. Requires the State to file a verified petition for revocation of pretrial release when a defendant on pretrial release is charged with a violation of an order of protection and the subject of the order of protection is the same person as the victim in the underlying matter. Allows the court to revoke the defendant's pretrial release if it finds clear and convincing evidence that no condition or combination of conditions of release would reasonably assure the appearance of the defendant for later hearings or prevent the defendant from being charged with a subsequent felony or class A misdemeanor. Allows the court to modify conditions of pretrial release in lieu of revocation. Allows the court to remove previously set conditions of pretrial release. The court may only add or increase conditions of pretrial release at a hearing, in a warrant issued, or upon motion from the state. Regarding contact with victims or witnesses, the court is prohibited from removing a previously set condition regulating contact with a victim or witness unless the subject of the condition has been given notice of the hearing.
- **Sanctions for violations of conditions of pretrial release:** Authorizes the State to request a hearing for sanctions after a defendant fails to appear or is arrested for an offense other than a felony or class A misdemeanor. In order to impose sanctions, the court must find by clear and convincing evidence that the defendant violated a term of their pretrial release, had actual knowledge that their action would violate a court order, willfully violated the court

order and the violation was not due to a lack of access to financial monetary resources. Sanctions may include a verbal or written admonishment from the court, imprisonment in the county jail for up to 30 days, a fine of up to \$200 or a modification of the defendant's pretrial conditions.

- **Denial of Pretrial Release:** Establishes the process and criteria under which a defendant may be denied pretrial release (725 ILCS 5/110-6.1). Upon verified petition by the State, the court must hold a hearing at which it may deny the defendant pretrial release if:
  - The defendant is charged with a forcible felony for which a sentence of imprisonment without probation, periodic imprisonment or conditional discharge is required by law upon conviction, and the defendant's release poses a specific, real and present threat to any person or the community;
  - The defendant is charged with stalking or aggravated stalking and the defendant's release poses a real and present threat to the physical safety of a victim of the alleged offense;
  - The defendant is charged with domestic battery or aggravated domestic battery and the defendant's release poses a real and present threat to the physical safety of any person(s);
  - The defendant is charged with a sex offense (excluding public indecency, adultery, fornication and bigamy) and it is alleged that the defendant's pretrial release poses a real and present threat to the physical safety of any person(s);
  - The defendant is charged with certain violations under the Criminal Code of 2012[3] and the defendant's release poses a real and present threat to the physical safety of any specifically identifiable person(s); or
  - The person has a high likelihood of willful flight to avoid prosecution and is charged with a non-probationable[4] forcible felony, stalking or aggravated stalking, domestic battery or aggravated domestic battery, a sex offense (excluding public indecency, adultery, fornication and bigamy), or a felony other than a Class 4 felony.

The detention hearing process requires the court to hold a hearing immediately upon the filing of the petition by the State, unless a continuance is requested. If a continuance is requested, the hearing must be held within 48 hours of the defendant's first appearance if the defendant is charged with a Class X, Class 1, Class 2, or Class 3 felony, and within 24 hours if the defendant is charged with a Class 4 felony or misdemeanor offense. The Court can deny or grant the request for continuance, and retains the discretion to detain or release the defendant in the time between the filing of the petition and the hearing. The State bears the burden of proving by clear and convincing evidence that the defendant committed an offense that qualifies for pretrial detention, that the defendant poses a real and present threat to the safety of a specific, identifiable person and that no condition or combination of conditions can mitigate the risk of releasing the defendant to a person's safety or the defendant's risk of willful flight. Establishes procedures for conduct of the detention hearing.

### **Prison and Sentencing Reforms**

- **Prison Gerrymandering:** Creates the No Representation Without Population Act, which provides for a process of using prison inmates' most recent known address prior to incarceration for purposes of redistricting legislative districts. Requires the Illinois Department of Corrections to collect and maintain electronic records of the legal residence and demographic data for each person in custody and provide a report to the State Board of Elections each year when the federal decennial census is taken with de-identified inmate data (effective January 1, 2025). The data cannot be used in the distribution of any state or federal aid.
- **Reporting of Deaths in Custody:** Creates the Reporting of Deaths in Custody Act, which creates a process and procedures for investigating and reporting deaths that occur in the custody of any law enforcement agency or correctional facility as a result of a peace officer's use of force. Reports must be submitted to the Illinois Criminal Justice Information Authority (ICJIA). Includes requirements for ICJIA to post

the information collected to its website on a quarterly basis and issue a public annual report evaluating trends on deaths in custody. Also includes requirements for notifying the person's family.

- **Sentence Credits:** Amends the Unified Code of Corrections to allow the Illinois Department of Corrections Director to award up to 180 days of earned sentence credit for prisoners serving a sentence of less than 5 years, and up to 365 days of earned sentence credit for prisoners serving a sentence of 5 years or longer. Previously only up to 180 days of earned sentence credit could be granted for any sentence term. Allows prisoners to earn sentence credits for participation in certain programs including substance abuse programs, correctional industry assignments, educational programs, work-release programs, behavior modification programs, life skills courses, re-entry planning, self-improvement programs, volunteer work, work assignments, or obtaining an associate degree while in custody. Requires the Department of Corrections to prescribe rules and regulations for revoking and restoration of sentence credits.
- **Sentencing/Mandatory Minimums:** Amends the Unified Code of Corrections to require the court, when imposing a sentence for a Class 3 or 4 felony, to indicate in the sentencing order whether the defendant has 4 or more or fewer than 4 months remaining on his or her sentence accounting for time served. When an offender is sentenced for a Class 3 or 4 felony and has less than 4 months remaining on his or her sentence, they cannot be confined in prison but may be assigned to electronic home detention, an adult transition center, or another facility or program within the Department of Corrections. When imposing a sentence for an offense that requires a mandatory minimum sentence of imprisonment, the court may instead sentence the offender to probation, conditional discharge, or a lesser term of imprisonment it deems appropriate if the offense involves the use or possession of drugs, retail theft, or driving on a revoked license due to unpaid financial obligations; if the court finds that the defendant does not pose a risk to public safety; and if the interest of justice requires imposing a term of probation,

conditional discharge, or a lesser term of imprisonment.

- **Mandatory Supervised Release Terms:** Amends the Unified Code of Corrections to revise the terms of mandatory supervised release for certain offenses. Reduces the mandatory supervised release term for a Class X felony (excluding a number of offenses identified in 730 ILCS 5/3-6-3 requiring 85% of the sentence to be served) from 3 years to 18 months. Offenses of predatory criminal sexual assault of a child, aggravated criminal sexual assault, and criminal sexual assault will carry a term of 3 years of mandatory supervised release. Reduces the mandatory supervised release term for a Class 1 or Class 2 felony (except for criminal sexual assault) from 2 years to 12 months. Prohibits (with exceptions for certain offenses) mandatory supervised release from being imposed for a Class 3 or Class 4 felony unless the Prisoner Review Board determines it is necessary based on a validated risk and needs assessment.
- **Habitual Criminal:** Amends the definition of habitual criminal in the Unified Code of Corrections by adding that the person's first offense must have been committed when he or she was 21 years of age or older. Also adds "forcible" to a provision stating that when a defendant over the age of 21 years is convicted of a Class 1 or Class 2 forcible felony after two prior convictions of a Class 1 or Class 2 forcible felony, the defendant shall be sentenced as a Class X offender.
- **Felony-Murder Law:** Amends the Criminal Code of 2012, clarifying that in order to be charged with first degree murder when committing a forcible felony other than second degree murder in which another individual dies, the person or another participant acting with them must have caused the death.
- **Credit for Time in Custody:** Amends the Unified Code of Corrections to clarify how home confinement is defined for purposes of sentencing credit for time in custody. Directs that home detention includes restrictions on liberty such as curfews restricting movement for 12 hours

or more per day and electronic monitoring that restricts travel or movement. Electronic monitoring is not required for home detention to be considered custodial for purposes of sentencing credit. Removes language prohibiting an offender from receiving credit for time spent in home detention when serving a term of imprisonment for an offense that is ineligible for probation.

- **Electronic Monitoring:** Amends Article 8A of the Unified Code of Corrections regarding electronic monitoring and home detention. Adds that approved absences from the home shall include purchasing groceries, food, or other basic necessities. Requires that anyone ordered to home confinement, with or without electronic monitoring, be provided with open movement spread out over no fewer than two days per week. Requires that in order for someone to be guilty of an escape or violation of a condition of an electronic monitoring or home detention program, the person must remain in violation for at least 48 hours.
- **Eligibility for Programs Restricted by Felony Background:** Amends the Unified Code of Corrections to require that convictions entered prior to the effective date of the Act for certain drug offenses be treated as a Class A misdemeanor for the purposes of evaluating a defendant's eligibility for programs of qualified probation, impact incarceration, or any other diversion, deflection, probation, or other program for which felony background or delinquency background is a factor in determining eligibility.
- **Pregnant Prisoners:** Amends the Counties Code, Unified Code of Corrections and County Jail Act to require training on the medical and mental health care issues applicable to pregnant prisoners. Also requires educational programming for pregnant prisoners. Requires that for 72 hours after the birth of an infant by a prisoner, the infant be allowed to remain with the prisoner and that the prisoner have access to any nutritional or hygiene-related products necessary to care for the infant. Prohibits placing a pregnant prisoner or a prisoner who gave birth

during the preceding 30 days in administrative segregation unless the corrections director believes there is safety risk.

## **Other Provisions**

- **Crime Victims Compensation:** Amends the Crime Victims Compensation Act.
  - Amends the definition of victim to include children of a person killed or injured and the definition of relative to include anyone living in the household who holds a relationship with the killed or injured that is substantially similar to that of a parent, spouse, or child. Removes language indicating the child or stepchild must be unmarried and under 18.
  - Increases the pecuniary loss limit for the cost of transport for deceased victims from \$7,500 to \$10,000 and for the cost of funeral and burial in the case of dismemberment or desecration of a body from \$7,500 to \$10,000. Also increases the limit for eligible loss of earnings or support the victim may receive from \$1,250 per month to \$2,400 per month.
  - Adds that a victim's criminal history or felony status shall not automatically prevent their compensation. Removes a provision that a person convicted of a felony cannot receive compensation until they are discharged from probation, parole or mandatory supervised release (but retains a provision that prohibits providing compensation to a victim while the victim is held in a correctional institution).
  - Requires the Attorney General to investigate all claims and present an investigatory report and a draft award determination to the Court of Claims for a review period of 28 business days, and provide the applicant with a compensation determination letter upon conclusion of the review by the Court of Claims.
  - Increases the time limit within which an applicant may apply for compensation from within 2 years of the occurrence of the crime to within 5 years, and increases the time limit within which a person entitled to compensation who is under 18 years of age or under

other legal disability can file an application. The Attorney General and the Court of Claims may accept an application presented after the time limit if a good cause for a delay is determined.

- Removes a provision stating a person is entitled to compensation if the injury or death of the victim was not substantially attributable to his own wrongful act and was not substantially provoked by the victim.
- Adds factors the Attorney General and Court of Claims may consider in determining whether cooperation is reasonable including the victim's age, physical condition, psychological state, cultural or linguistic barriers and compelling health and safety concerns, including a reasonable fear of retaliation or harm.
- **Traffic Fines:** Amends the Illinois Vehicle Code, requiring the Secretary of State to rescind the suspension, cancellation, or prohibition of the renewal of a person's driver's license due to their having failed to pay a fine or penalty for traffic violations, automated traffic law enforcement system violations, or abandoned vehicle fees. Removes the ability of counties and municipalities to have rendered as a judgement in Circuit Court an unpaid fine or penalty associated with a person's violation of five or more automated traffic law violations or automated speed system violations. Removes language allowing for a person's driving privileges to be suspended for failing to complete a required traffic education program or pay a fine or penalty as a result of a combination of 5 violations of the automated traffic law enforcement system or the speed enforcement system. Removes the requirement for counties and municipalities to make a certified report to the Secretary of State whenever a vehicle owner failed to pay any fine or penalty due as a result of a combination of 5 automated traffic law or speed enforcement system violations. Removes language allowing for a person's driving privileges to be suspended for not paying or successfully contesting the civil penalty resulting from 5 violations of the automated railroad grade crossing enforcement system.

[1] Misdemeanors that qualify for automatic termination are: criminal sexual abuse; indecent solicitation of a child; indecent solicitation of an adult; solicitation to meet a child; sexual exploitation of a child; prostitution; solicitation of a sexual act; public indecency; aggravated assault; domestic battery; interfering with the reporting of domestic violence; theft; deceptive practices; false personation; transmission of obscene messages; harassment by telephone; harassment through electronic communications; keeping a gambling place; offering a bribe; offenses affecting governmental functions such as resisting or obstructing a peace officer, escape/aiding escape, perjury, interfering with judicial process, harassment or jurors or witnesses, tampering with public records, official misconduct, bribery, etc.; harassment of representatives for a child, jurors, witnesses and others; simulating legal process; possession of another's credit, debit, or identification card; manufacture or delivery of cannabis; and delivery of cannabis on school grounds.

[2] The list of misdemeanors that qualify for automatic decertification is expanded to include: indecent solicitation of an adult; solicitation to meet a child; solicitation of a sexual act; public indecency; domestic battery; interfering with the reporting of domestic violence; transmission of obscene messages; harassment by telephone; and harassment through electronic communications. Misdemeanors that already qualified for automatic decertification include: criminal sexual abuse; indecent solicitation of a child; sexual exploitation of a child; prostitution; aggravated assault; theft; deceptive practices; false personation; keeping a gambling place; offering a bribe; offenses affecting governmental functions possession of another's credit, debit, or identification card; manufacture or delivery of cannabis; and delivery of cannabis on school grounds.

[3] The violations specified in this section include the following offenses: aggravated discharge of a firearm; aggravated discharge of a machine gun or a firearm equipped with a device designed or use for silencing the report of a firearm; reckless discharge of a firearm; armed habitual criminal; manufacture, sale or transfer of bullets or shells represented to be armor piercing bullets, dragon's breath shotgun shells, bolo shells or flechette

shells; unlawful sale or delivery of firearms; unlawful sale or delivery of firearms on the premises of any school; unlawful sale of firearms by liquor license; unlawful purchase of a firearm; gunrunning; firearms trafficking; involuntary servitude; involuntary sexual servitude of a minor; trafficking in persons; unlawful use or possession of weapons by felons or persons in the custody of the Department of Corrections facilities; aggravated unlawful use of a weapon; and aggravated possession of a stolen firearm.

[4] An offense in which a sentence of imprisonment, without probation, periodic imprisonment or conditional discharge, is required by law upon conviction.

We welcome any questions and feedback about the content of this blog. Please e-mail [civicfed@civicfed.org](mailto:civicfed@civicfed.org) with your query.



## H.R.7120 - George Floyd Justice in Policing Act of 2020

116th Congress (2019-2020)

**Sponsor:** [Rep. Bass, Karen \[D-CA-37\]](#) (Introduced 06/08/2020)  
**Committees:** House - Judiciary; Armed Services; Energy and Commerce  
**Committee Reports:** [H. Rept. 116-434](#)  
**Latest Action:** Senate - 07/20/2020 Read the second time. Placed on Senate Legislative Calendar under General Orders. Calendar No. 490. ([All Actions](#))  
**Roll Call Votes:** There have been [2 roll call votes](#)  
**Tracker:** Introduced **Passed House**

[Summary\(1\)](#) [Text\(4\)](#) [Actions\(26\)](#) [Titles\(40\)](#) [Amendments\(1\)](#) [Cosponsors\(230\)](#) [Committees\(3\)](#) [Related Bills\(13\)](#)

There is one summary for H.R.7120. [Bill summaries](#) are authored by [CRS](#).

### Shown Here:

#### Introduced in House (06/08/2020)

##### Justice in Policing Act of 2020

This bill addresses a wide range of policies and issues regarding policing practices and law enforcement accountability. It includes measures to increase accountability for law enforcement misconduct, to enhance transparency and data collection, and to eliminate discriminatory policing practices.

The bill facilitates federal enforcement of constitutional violations (e.g., excessive use of force) by state and local law enforcement. Among other things, it does the following:

- lowers the criminal intent standard—from willful to knowing or reckless—to convict a law enforcement officer for misconduct in a federal prosecution,
- limits qualified immunity as a defense to liability in a private civil action against a law enforcement officer or state correctional officer, and
- authorizes the Department of Justice to issue subpoenas in investigations of police departments for a pattern or practice of discrimination.

The bill also creates a national registry—the National Police Misconduct Registry—to compile data on complaints and records of police misconduct.

It establishes a framework to prohibit racial profiling at the federal, state, and local levels.

The bill establishes new requirements for law enforcement officers and agencies, including to report data on use-of-force incidents, to obtain training on implicit bias and racial profiling, and to wear body cameras.

## **FACT SHEET: GEORGE FLOYD JUSTICE IN POLICING ACT OF 2021**

The George Floyd Justice in Policing Act is the first-ever bold, comprehensive approach to hold police accountable, end racial profiling, change the culture of law enforcement, empower our communities, and build trust between law enforcement and our communities by addressing systemic racism and bias to help save lives. The Justice in Policing Act would: 1) establish a national standard for the operation of police departments; 2) mandate data collection on police encounters; 3) reprogram existing funds to invest in transformative community-based policing programs; and 4) streamline federal law to prosecute excessive force and establish independent prosecutors for police investigations. The language of the bill is identical to the version passed in the 116<sup>th</sup> Congress with the support of the entire Democratic Caucus and three Republicans.

### **The George Floyd Justice in Policing Act of 2021 will:**

#### **Work to End Racial & Religious Profiling**

- Prohibits federal, state, and local law enforcement from racial, religious and discriminatory profiling.
- Mandates training on racial, religious, and discriminatory profiling for all law enforcement.
- Requires law enforcement to collect data on all investigatory activities.

#### **Save Lives by Banning Chokeholds & No-Knock Warrants**

- Bans chokeholds and carotid holds at the federal level and conditions law enforcement funding for state and local governments banning chokeholds.
- Bans no-knock warrants in drug cases at the federal level and conditions law enforcement funding for state and local governments banning no-knock warrants at the local and state level.
- Requires that deadly force be used only as a last resort and requires officers to employ de-escalation techniques first. Changes the standard to evaluate whether law enforcement use of force was justified from whether the force was “reasonable” to whether the force was “necessary.” Condition grants on state and local law enforcement agencies’ establishing the same use of force standard.

#### **Limit Military Equipment on American Streets & Requires Body Cameras**

- Limits the transfer of military-grade equipment to state and local law enforcement.
- Requires federal uniformed police officers to wear body cameras and requires state and local law enforcement to use existing federal funds to ensure the use of police body cameras.
- Requires marked federal police vehicles to have dashboard cameras.

#### **Hold Police Accountable in Court**

- Makes it easier to prosecute offending officers by amending the federal criminal statute to prosecute police misconduct. The mens rea requirement in 18 U.S.C. Section 242 will be amended from “willfulness” to a “recklessness” standard.
- Enables individuals to recover damages in civil court when law enforcement officers violate their constitutional rights by eliminating qualified immunity for law enforcement.

### **Investigate Police Misconduct**

- Improves the use of pattern and practice investigations at the federal level by granting the Department of Justice Civil Rights Division subpoena power and creates a grant program for state attorneys general to develop authority to conduct independent investigations into problematic police departments.

### **Empower Our Communities to Reimagine Public Safety in an Equitable and Just Way**

- This bill reinvests in our communities by supporting critical community-based programs to change the culture of law enforcement and empower our communities to reimagine public safety in an equitable and just way.
- It establishes public safety innovation grants for community-based organizations to create local commissions and task forces to help communities to re-imagine and develop concrete, just and equitable public safety approaches. These local commissions would operate similar to President Obama's Task Force on 21st Century Policing.

### **Change the Culture of Law Enforcement with Training to Build Integrity and Trust**

- Requires the creation of law enforcement accreditation standard recommendations based on President Obama's Taskforce on 21st Century policing.
- Creates law enforcement development and training programs to develop best practices.
- Studies the impact of laws or rules that allow a law enforcement officer to delay answers to questions posed by investigators of law enforcement misconduct.
- Enhances funding for pattern and practice discrimination investigations and programs managed by the DOJ Community Relations Service.
- Requires the Attorney General to collect data on investigatory actions and detentions by federal law enforcement agencies; the racial distribution of drug charges; the use of deadly force by and against law enforcement officers; as well as traffic and pedestrian stops and detentions.
- Establishes a DOJ task force to coordinate the investigation, prosecution and enforcement efforts of federal, state and local governments in cases related to law enforcement misconduct.

### **Improve Transparency by Collecting Data on Police Misconduct and Use-of-Force**

- Creates a nationwide police misconduct registry to prevent problematic officers who are fired or leave one agency, from moving to another jurisdiction without any accountability.
- Mandates state and local law enforcement agencies to report use of force data, disaggregated by race, sex, disability, religion, age.

### **Stop Sexual Assault in Law Enforcement Custody**

- Makes it a crime for a federal law enforcement officer to engage in a sexual act with an individual who is under arrest, in detention, or in custody. It prohibits consent as a defense to prosecution for unlawful conduct. Incentivizes states to set the same standards

ORDINANCE NO. CO-2021-\_\_\_

**AN ORDINANCE APPROVING  
THE FISCAL YEAR 2021/2022 VILLAGE OF MAYWOOD BUDGET  
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

**WHEREAS**, Section 36.09 (Budget System; Budget Officer) of the Maywood Village Code requires that the Village's Budget Officer annually prepare and present a proposed Budget for the ensuing fiscal year for consideration and approval by the Village President and Board of Trustees of the Village. The current Village Manager (Willie Norfleet, Jr.) has been appointed as the Budget Officer in accordance with Section 36.09 of the Maywood Village Code; and

**WHEREAS**, State law (65 ILCS 5/8-2-9.1 *et seq.*) requires that the Village President and Board of Trustees of the Village of Maywood allow for public inspection of the tentative annual Budget, conduct a public hearing on the tentative annual Budget and then approve of a final annual Budget. In accordance with State law, a copy of the Proposed Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) has been available for public inspection in the Village Clerk's Office since February 16, 2021; and

**WHEREAS**, the Proposed Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) was presented to and considered by the Village President and Board of Trustees and by the public who were in attendance at a duly noticed Public Hearing held on March 2, 2021, in accordance with State law. Thus, the Village President and Board of Trustees of the Village of Maywood have held public meetings and a Public Hearing and have informed the public of the opportunity to participate in said meetings and Public Hearing, and have given such interested parties the opportunity to make any statements or ask any questions regarding the Proposed Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022); and

**WHEREAS**, a copy of the final Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022), which also includes an Estimate of Revenue by Source, (the "Fiscal Year 2021/2022 Budget"), is attached hereto as **Exhibit "A"** and made a part hereof; and

**WHEREAS**, all of the due process provisions and requirements of the Maywood Village Code and applicable State law relative to the consideration and approval of the final Fiscal Year 2021/2022 Budget have been satisfied and complied with as a result of the aforementioned actions of the Village officers and officials.

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

**SECTION 1:** Each of the Whereas paragraphs above are incorporated into Section 1 of this Ordinance as material terms hereof.

**SECTION 2:** The Village President and Board of Trustees of the Village of Maywood approve and adopt the Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022), which also includes an Estimate of Revenue by Source, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law. The Village President and Board of Trustees of the Village of Maywood direct the Village's Budget Officer, or his/her designee, to file certified copies of the Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) and this Ordinance with the Cook County Clerk's Office in accordance with State law.

**ADOPTED** this 16th day of March, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me, and attested by the Village Clerk, on this 16th day of March, 2021.

\_\_\_\_\_  
Edwenna Perkins, Village President

**ATTEST:**

\_\_\_\_\_  
Viola Mims, Village Clerk

Published by me in pamphlet form this \_\_\_ day of March, 2021.

\_\_\_\_\_  
Viola Mims, Village Clerk

**CERTIFICATE REGARDING THE ESTIMATE OF REVENUE BY SOURCE  
SIGNED BY THE BUDGET OFFICER OF THE VILLAGE OF MAYWOOD  
FOR THE FISCAL YEAR 2021/2022 BUDGET**

I, Willie Norfleet, Jr., Budget Officer of the Village of Maywood, Cook County, Illinois, certify that the attached Estimate of Revenue by Source for the Fiscal Year 2021/2022 Budget (May 1, 2021 through April 30, 2022) is true and correct and has been prepared in accordance with 65 ILCS 5/8-2-9.3, as amended, and as adopted by Ordinance by the Village of Maywood.

Date: March \_\_, 2021.

---

Willie Norfleet, Jr.  
Budget Officer  
Village of Maywood

**Exhibit "A"**

**FISCAL YEAR 2021/2022 BUDGET  
(May 1, 2021 through April 30, 2022)**

**(including an Estimate of Revenue by Source)**

(attached)

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. \_\_\_\_\_**

**AN ORDINANCE APPROVING  
THE FISCAL YEAR 2021/2022 VILLAGE OF MAYWOOD BUDGET  
(MAY 1, 2021 THROUGH APRIL 30, 2022)**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of March, 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: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 16th day of March, 2021.

\_\_\_\_\_  
Viola Mims, Village Clerk

{SEAL}



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**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: March 10, 2021**  
**RE: Approving the Agreement Between the Village of Maywood and the Edwin Hancock Engineering Company for Furnishing of Professional Engineering Services For The Warren Street Improvements Project (West Village Limits to 19th Avenue), And For The Appropriation And Expenditure Of CDBGP Funds And General Funds To Pay For The Project**

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Per the direction given by the Village Board at the March 2, 2021 Village Board Meeting, I have enclosed the following documents for your review, consideration and action at the March 16, 2021 Village Board Meeting:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE WARREN STREET IMPROVEMENTS PROJECT (WEST VILLAGE LIMITS TO 19TH AVENUE), AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2020 CDBGP FUNDS AND GENERAL FUNDS TO PAY FOR THE PROJECT, TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT

The Project involves street resurfacing and reconstruction improvements and related restoration improvements to Warren Street from the west Village limits to 19th Avenue, consisting of full replacement of concrete curb and gutter, driveway, and ADA ramps, with intermittent sidewalk replacement, milling of existing hot-mix asphalt pavement, pavement patching, pavement reconstruction, installation of hot-mix asphalt binder and surface courses, thermoplastic pavement marking, landscape restoration, and replacement of combined sewer manholes.

The "not to exceed" fee for the Preliminary Design Report and Design Engineering Services for the Project is Forty-Two Thousand Five Hundred and No/100 Dollars (\$42,500.00). The "not to exceed" fee for the Construction Engineering Services for the Project is Forty-Nine Thousand and No/100 Dollars (\$49,000.00). The overall estimated cost for professional engineering services is Ninety-One Thousand Five Hundred and No/100 Dollars (\$91,500.00).

The Project will be funded in part by Community Development Block Grant Program (CDBGP) Funds in an amount equal to Two Hundred Thousand and No/100 Dollars (\$200,000.00). The remaining balance of the Project Costs should be paid out of the Village's General Corporate Fund or with other eligible funds, such as the MFT Funds.

If there are any questions, please contact me.

*Mike*

Enclosure

- cc. Viola Mims, Village Clerk (w/ encl.)
- Willie Norfleet, Jr., Village Manager (w/ encl.)
- David Myers, Assistant Village Manager/Community Development Director (w/ encl.)
- Lanya Satchell, Finance Director (w/ encl.)
- Bill Peterhansen / Mark Lucas, Village Engineer (w/ encl.)
- Michael A. Marrs, KTJ (w/ encl.)

**RESOLUTION NO. R-2021 - \_\_\_\_\_**

**A RESOLUTION APPROVING  
THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD  
AND THE EDWIN HANCOCK ENGINEERING COMPANY  
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE  
WARREN STREET IMPROVEMENTS PROJECT (WEST VILLAGE LIMITS TO 19TH AVENUE)  
AND FOR THE APPROPRIATION AND EXPENDITURE OF  
FY 2020 CDBGF FUNDS AND GENERAL FUNDS TO PAY FOR THE PROJECT,  
TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES  
AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire Edwin Hancock Engineering Company (the "Engineer") to perform preliminary and design engineering services and construction engineering services associated with the following improvements to be made in calendar year 2021: Street resurfacing and reconstruction improvements and related restoration improvements to Warren Street from the west Village limits to 19th Avenue, consisting of: full replacement of the concrete curb and gutter, driveways, entry walks, main line sidewalk, and ADA compliant roadway crossings; repair/replacement of utility structures; complete reconstruction of the asphalt pavement, including installation of a geotechnical fabric, 6" aggregate base course, 4" of hot-mix asphalt binder course, and 2" of hot-mix asphalt surface course; and landscape restoration, pavement markings and cured in place pipe (CIPP) lining of the combined sewer that was recently televised in 2019; (the "Warren Street Improvements Project" or the "Project") in accordance with the terms set forth in the "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE WARREN STREET IMPROVEMENTS PROJECT (WEST VILLAGE LIMITS TO 19TH AVENUE) IN MAYWOOD, ILLINOIS" (the "PES Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Village's application to Cook County for an allocation of funds during the 2021 Program Year under the Community Development Block Grant Program ("CDBGP") was approved and the CDBGP Subgrant Agreement awarded the Village an amount equal to Two Hundred Thousand and No/100 Dollars (\$200,000.00) for the Project; and

**WHEREAS**, the Village is required to spend the CDBGP funds on the Project and is obligated to pay the balance of any Project Costs in excess of the CDBGP funding with other eligible funds, such as the Motor Vehicle Fuel Tax ("MFT") Funds, as allocated by the Illinois Department of Transportation ("IDOT") to the Village and the Village's General Corporate Funds; and

**WHEREAS**, the "not to exceed" fee for the Preliminary Design Report and Design Engineering Services for the Project is Forty-Two Thousand Five Hundred and No/100 Dollars (\$42,500.00). The "not to exceed" fee for the Construction Engineering Services for the Project

is Forty-Nine Thousand and No/100 Dollars (\$49,000.00). The overall estimated cost for professional engineering services, is Ninety-One Thousand Five Hundred and No/100 Dollars (\$91,500.00); and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the CDBGF Funds and the Village's General Corporate Funds for the purpose of paying the cost of preliminary and design engineering services and the construction engineering costs for the Project; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached PES Agreement (Exhibit "A") and to approve the expenditure of the CDBGF Funds and the General Corporate Funds for the eligible costs associated with the Project pursuant to its home rule powers and contracting authority provided by Article VII, 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 finds that entering into the PES Agreement is in the best interests of the Village.

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

**SECTION 1:** 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:** The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached "Agreement Between The Village Of Maywood And The Edwin Hancock Engineering Company For Furnishing Of Professional Engineering Services For The Warren Street Improvements Project (West Village Limits to 19th Avenue) In Maywood, Illinois" (the "PES Agreement"), (Exhibit "A"), to be entered into with the Edwin Hancock Engineering Company (the "Engineer") for the purpose of authorizing the Engineer to perform the Preliminary and Design Engineering Services and the Construction Engineering Services for the Project, and to approve the expenditure of the CDBGF Funds and the General Corporate Funds to pay for the professional engineering services to be performed by the Engineer in regard to the Project.

**SECTION 3:** The President and Board of Trustees of the Village of Maywood 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 PES 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 PES Agreement. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute said PES Agreement, and to execute and deliver all other instruments, payments and documents that are necessary to fulfill the Village's obligations under the PES Agreement.

**ADOPTED** this \_\_\_\_ day of March, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of March, 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

**Exhibit "A"**

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD  
AND THE EDWIN HANCOCK ENGINEERING COMPANY  
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE  
WARREN STREET IMPROVEMENTS PROJECT (WEST VILLAGE LIMITS TO 19TH AVENUE)  
IN MAYWOOD, ILLINOIS**

(attached)

AGREEMENT  
between the  
VILLAGE OF MAYWOOD  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for  
FURNISHING OF  
PROFESSIONAL ENGINEERING SERVICES  
for the  
WARREN STREET CDBG ROADWAY IMPROVEMENTS PROJECT  
in  
MAYWOOD, ILLINOIS

March 2021

*465,612*

AGREEMENT  
between the  
VILLAGE OF MAYWOOD  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for  
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES  
for the  
WARREN STREET CDBG ROADWAY IMPROVEMENTS PROJECT  
in  
MAYWOOD, ILLINOIS

---

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the WARREN STREET CDBG ROADWAY IMPROVEMENTS PROJECT, hereinafter referred to as "PROJECT", which will generally include pavement reconstruction along Warren Street from the west Village limits to 19<sup>th</sup> Avenue, in the Village of Maywood, Cook County, Illinois, as part of the PY2020 Cook County CDBG Program, described in detail as follows:

The scope of work of the project shall include full replacement of concrete curb and gutter, driveways, ADA sidewalk ramps, and main-line sidewalk, reconstruction of existing hot-mix asphalt pavement, installation of aggregate base course, installation of hot-mix asphalt binder and surface courses, thermoplastic pavement markings, landscaping restoration, intermittent replacement of combined sewer manholes, and combined sewer lining improvements.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work in accordance with requirements of Cook County Community Development Block Grant (CCCDBG) authorities and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  - a. Preparing preliminary design criteria.
  - b. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
  - 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.
  - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
  
- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
  - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
  - b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - j. Performing final inspection of all improvements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
  - b. All compaction or density tests as required by the specifications.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Forty-Two Thousand Five Hundred dollars (\$42,500.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.
  - b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Forty-Nine Thousand dollars (\$49,000.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the most current Schedule of Hourly Rates at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).

- c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.

- d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A". However, the most current Schedule of Hourly Rates shall be utilized at the date of service (Schedule of Hourly Rates subject to change as of March 1 annually).
- e. That payment to the ENGINEER for the services rendered shall be made in the following manner:
  - 1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
  - 2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED;

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this

AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- IV. 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 \_\_\_\_\_, 2021

VILLAGE OF MAYWOOD  
Cook County, Illinois  
Acting through its  
President and Board of Trustees

By \_\_\_\_\_  
Edwenna Perkins, Village President

ATTEST:

By \_\_\_\_\_  
Viola Mims, Village Clerk

(SEAL)

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Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

## SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$143.00
ENGINEER – V	\$133.00
ENGINEER – IV	\$123.00
ENGINEER – III	\$118.00
ENGINEER – II	\$105.00
ENGINEER – I	\$93.00
ENGINEERING TECHNICIAN – V	\$123.00
ENGINEERING TECHNICIAN – IV	\$113.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN – I	\$40.00
CAD MANAGER	\$118.00
CAD - II	\$108.00
CAD – I	\$98.00
ADMINISTRATIVE	\$65.00

**Note:** Schedule of Hourly Rates is subject to change annually as of March 1<sup>st</sup>.  
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 resumption 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. Willie Norfleet, 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, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

- l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

# ATTACHMENT C

## Design Engineering Fee

Preliminary Engineering	\$2,000.00
Topographic Survey	\$9,000.00
CADD Drafting	\$8,000.00
Utility Coordination	\$1,000.00
Plans	\$9,000.00
Specifications	\$6,000.00
MWRD Permitting	\$4,000.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$2,500.00</u>

**Total Design Engineering Fee** **\$ 42,500.00**

## Construction Engineering Fee

Pre-Construction Activities	\$3,000.00
Resident Notification	\$1,000.00
Layout (Line and Grade)	\$6,000.00
Construction Observation	\$24,000.00
Documentation	\$7,000.00
CDBG Project Close-Out	<u>\$8,000.00</u>

**Total Construction Engineering Fee** **\$ 49,000.00**

## Estimated Sub-Consultant Fees

QA Materials Testing \$ 2,500.00\*\*

**\*\* These sub-consultant fees are not included in the upper limit of this Agreement.**

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 is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING  
THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD  
AND THE EDWIN HANCOCK ENGINEERING COMPANY  
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE  
WARREN STREET IMPROVEMENTS PROJECT (WEST VILLAGE LIMITS TO 19TH AVENUE)  
AND FOR THE APPROPRIATION AND EXPENDITURE OF  
FY 2020 CDBGP FUNDS AND GENERAL FUNDS TO PAY FOR THE PROJECT,  
TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES  
AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of March, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of March, 2021.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** March 11, 2021  
**SUBJECT:** Payment Approval, Klein Thorpe & Jenkins

**SPECIFIC ACTION REQUESTED:** Payment approval of the invoices dated March 10, 2021 for Legal Retainer Services Rendered during January 2021.

**RECOMMENDATION:** It is recommendation that the total payments of \$2,660.00 be approved for payment. The expense account to be charged: 01-15-52400.



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

mtjurusik@ktjlaw.com  
DD 312-984-6432

www.ktjlaw.com

**MEMORANDUM**

**To: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: March 10, 2021**  
**Re: Invoice for General Services for January 2021**

I have enclosed an invoice for General Services for the month of January 2021.

The Village is being billed \$2,660.00, which is the amount of legal fees incurred during the month of January 2021.

If there are any questions regarding the enclosed invoice, please contact me.

*Mike*  
Recommended To Be Paid  
Dept. Head: Willie Norfleet  
Expense Acct: \_\_\_\_\_

Enclosure

cc: Willie Norfleet, Jr., Village Manager (w/ encl.)  
David Myers, Community Development Director (w/ encl.)  
Lanya Satchell, Finance Director (w/ encl.)

Date: 3-11-21 PO # \_\_\_\_\_

March 10, 2021

Village of Maywood  
Attn: Mayor Edwenna Perkins  
40 East Madison Street  
Maywood, Illinois 60153

IN ACCOUNT WITH  
KLEIN, THORPE AND JENKINS, LTD.  
20 NORTH WACKER DRIVE, SUITE 1660  
CHICAGO, ILLINOIS 60606-2903  
(312) 984-6400

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TO: KLEIN, THORPE AND JENKINS, LTD., for  
General Services rendered during the month of  
January 2021 per the attached computer printout:

1849/1 – 216184 General..... \$ 2,660.00

**TOTAL DUE: \$ 2,660.00**

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-001

Statement # 216184  
For Legal Services Rendered through January 31, 2021  
General

Professional Fees	Hours	Amount
1/4/2021 MTJ Preparation of initial FOIA Response to Redmond FOIA Request dated 12-30-2020 (police and fire calls for November and December 2020 and on-going/resolved investigations during 2017 to 2020) and preparation and sending of transmittal email to and communication with Village staff re Village initial response to Redmond FOIA Request (Recurrent Requestor status; request that Ms. Redmond clarify each of her requests and to advise her of the extension of time (5 business day / 10 business day extension)	0.50	95.00
1/5/2021 MTJ Receipt and review of January 5 Special Village Board Meeting Agenda and agenda items and preparation for and attendance via Zoom at January 5 Special Village Board Meeting; communication with IPMG (Mangrum) re January 26 litigation claims review meeting and partial preparation for same	1.80	342.00
1/6/2021 MTJ Review meeting notes and agenda items from January 5 Special Village Board Meeting and update file re same; work on agenda items for January 19 Special Village Board Meeting; communication from Perkins re Village local prosecution court per State's Attorney Fox; communications with Trustee Jones and Norfleet re Maywood Park District intergovernmental Agreement - turnover of parks matter	1.20	228.00
1/6/2021 MAL Communications to Chief Bronaugh re Redmond FOIA request	0.20	38.00
1/11/2021 MTJ Work on agenda items for January 19 Special Village Board Meeting and updated transmittal letter to Norfleet re same	0.50	95.00
1/14/2021 MTJ Receipt and review of draft January 19 Special Village Board Meeting Agenda and communication with Norfleet re same	0.30	57.00

1/14/2021	MAL	Review and redact responsive records re Embry FOIA Request; communications with staff re Embry FOIA request	0.40	76.00
1/19/2021	MTJ	Receipt and review of January 19 Special Village Board Meeting Agenda and agenda items and preparation for and attendance at January 19 Special Village Board Meeting (via Zoom)	3.50	665.00
1/20/2021	MTJ	Review January 19 Special Village Board Meeting notes and work on action items from January 20 Special Village Board Meeting and agenda items for February 2 Special Village Board Meeting	0.50	95.00
1/22/2021	MTJ	Review Pace Release and Hold Harmless Agreement and preparation of RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A RELEASE AND HOLD HARMLESS AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND PACE SUBURBAN BUS (SUBURBAN BUS DIVISION OF REGIONAL TRANSPORTATION AUTHORITY) RELATIVE TO THE PROVISION OF EMERGENCY EVACUATION TRANSPORTATION SERVICES BY PACE DURING TIMES OF EMERGENCY and memo to Village Board Meeting re same; preparation of transmittal letter to Norfleet re agenda items for February 2 Special Village Board Meeting	1.50	285.00
1/25/2021	MTJ	Communication from Perkins re authority to impose attendance at mask mandate for public and review home rule authority and State of Emergency Powers legislation to adopt attendance at local ordinance and local executive order to impose and enforce a mask mandate while in public that carries a local ordinance fine for violation; receipt and review of review of Insurance Renewal data for January 26 2020 Litigation Claims review meeting and communication from Village Broker re same	0.80	152.00
1/26/2021	MTJ	Communication with Satchell re 2021/2022 Annual Budget adoption schedule and preparation of transmittal memo to Village Board re Adoption of 2021-2022 Annual Budget; preparation of: AGENDA FOR PUBLIC HEARING CONCERNING THE PROPOSED FISCAL YEAR 2021/2022 BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022), for the March 13, 2021 Public Hearing; AN ORDINANCE APPROVING THE FISCAL YEAR 2020/2021 VILLAGE OF MAYWOOD BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022) and NOTICE OF PUBLIC HEARING REGARDING THE VILLAGE OF MAYWOOD'S FISCAL YEAR 2021/2022 BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022) and update transmittal letter to Norfleet re agenda items for February 2 Special Village Board Meeting;	2.00	380.00
1/27/2021	MTJ	Final review and edit of agenda items for February 2	0.50	95.00

Special Village Board Meeting and preparation and sending of transmittal email with January 27 transmittal letter to Norfleet to and communication with Norfleet re agenda items for February 2 Special Village Board Meeting

1/28/2021	MTJ	Receipt and review of draft February 2 Special Village Board Meeting Agenda and communication with Norfleet re same	0.30	57.00
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Total Fees: 2,660.00

**Rate Summary**

Michael T. Jurusik	13.40 hours at \$ 190.00 /hr	2,546.00
Mallory A. Milluzzi	0.60 hours at \$ 190.00 /hr	114.00
Total hours:	14.00	Total Fees: <u>2,660.00</u>

**Total Current Billing: 2,660.00**

	Previous Balance Before Payments:	23,545.00
Previous Trust Balance:	Less Payment(s) Received:	<u>- 0.00</u>
Change in Trust: <u>0.00</u>	Previous Balance Due:	23,545.00
Trust Balance: <u>0.00</u>	Total Current Billing:	<u>+ 2,660.00</u>
	<b>Total Now Due:</b>	<b><u>26,205.00</u></b>

Michael T. Jurusik

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** March 11, 2021  
**SUBJECT:** Payment Approval, Klein Thorpe & Jenkins

**SPECIFIC ACTION REQUESTED:** Payment approval of the invoices dated March 10, 2021 for Legal Services Rendered during January 2021.

**RECOMMENDATION:** It is recommendation that the total payments of \$19,816.51 be approved for payment. The expense account to be charged: 01-15-52400/TIF.



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

mtjurusik@ktjlw.com  
DD 312-984-6432

www.ktjlw.com

**MEMORANDUM**

**To: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**From: Michael T. Jurusik**  
**Date: March 10, 2021**  
**Re: Invoices for Legal Services for January 2021**

I have enclosed invoices for the below-listed legal services for the month of January 2021.

The invoices are separated into the following categories:

- Employment and Labor Matters \$ 8,524.57
- Litigation Matters \$ 6,179.54
- Economic Redevelopment Matters and Miscellaneous Matters \$ 5,112.40

If there are any questions about the enclosed invoices, please contact me.

*Mike*

Recommended To Be Paid

Dept. Head: Willie Norfleet

Expense Acct: \_\_\_\_\_

Date: 3-11-21 PO # \_\_\_\_\_

Enclosures

cc: Willie Norfleet, Jr., Village Manager (w/ encls.)  
Lanya Satchell, Finance Director (w/ encls.)



March 10, 2021

Village of Maywood  
Attn: Mayor Edwenna Perkins  
40 Madison Street  
Maywood, Illinois 60153

IN ACCOUNT WITH  
KLEIN, THORPE AND JENKINS, LTD.  
20 NORTH WACKER DRIVE, SUITE 1660  
CHICAGO, ILLINOIS 60606-2903  
(312) 984-6400

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TO: KLEIN, THORPE AND JENKINS, LTD., for legal services rendered  
and expenses advanced during the month of January 2021 regarding  
Employment and Labor Matters per the attached computer printouts:

1849/13-215900	Employment and Labor.....	\$ 4,363.20
1849/314-216192	Police Department Matters.....	4,047.37
1849/315-216193	Fire Department Matters.....	114.00

**TOTAL DUE: \$ 8,524.57**

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 24, 2021

Matter ID: 1849-013

Statement # 215900  
For Legal Services Rendered through January 31, 2021  
Employment and Labor

Professional Fees	Hours	Amount
1/8/2021      JPB      Preparation of response to Union proposals and Village proposals, public works negotiations, transmittal of same to J. West.	2.00	440.00
1/11/2021    JPB      Communication from DC Willis re patrol salaries issue.	0.30	66.00
1/13/2021    JPB      Communication from L. Banks and J. West re contract proposals for public works negotiations, draft revised proposals for 1/14/2021 negotiations meeting.	0.80	176.00
1/14/2021    JPB      Attend negotiations at Village, Public Works labor contract	2.30	506.00
1/21/2021    JPB      Communication from DC Willis re police reform bill HB 3653.	0.30	66.00
1/22/2021    JPB      Transmit word copy of Village response and proposals to Union.	0.30	66.00
1/25/2021    JPB      Preparation for and attend negotiations with Teamsters Local, public works employees.	3.20	704.00
1/28/2021    JPB      Work on drafting post hearing arbitration brief for police sergeants grievance 2019-01.	3.00	660.00
1/29/2021    JPB      Attend negotiations with teamsters, Public Works, at Village	3.00	660.00
1/29/2021    JPB      Research and drafting of post hearing brief police sergeant overtime grievance arbitration.	4.50	990.00
	<b>Total Fees:</b>	<u>4,334.00</u>

### Rate Summary

James P. Bartley	19.70 hours at \$ 220.00 /hr	4,334.00
Total hours:	<u>19.70</u>	Total Fees: <u>4,334.00</u>

**Detailed Disbursements**

Photocopies 29.20

Total Disbursements: 29.20

**Total Current Billing: 4,363.20**

Previous Trust Balance: 0.00  
Change in Trust: 0.00  
  
Trust Balance: 0.00

Previous Balance Before Payments: 18,197.56

Less Payment(s) Received: - 0.00

Previous Balance Due: 18,197.56

Total Current Billing: + 4,363.20

**Total Now Due: 22,560.76**

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-314

Statement # 216192  
For Legal Services Rendered through January 31, 2021  
Police Department Matters

			Hours	Amount
1/6/2021	MTJ	Receipt and review of video and communication from DC Willis re risk management matter: Use of Force Incident at 503 Quincy (1-2-2021) and update file re same	0.30	57.00
1/6/2021	MAL	Communications from staff re Embry FOIA	0.20	38.00
1/7/2021	MTJ	Receipt and review of First Defense Legal Aid FOIA Request and Village records for Village FOIA Response; receipt and review of Shannon Ankum FOIA Request and Village records for Village FOIA Response	0.20	38.00
1/7/2021	MAL	Communications with H. Robertson re various FOIA requests	0.70	133.00
1/8/2021	MAL	Communications from staff re responsive records re police grievance FOIA	0.20	38.00
1/11/2021	MTJ	Communication from Willis re potential Property Damage Recovery Claim re Search Warrant Incident at 408 North 1st Avenue (Owner: Gloria Tillis) on March 20, 2019 and receipt and review of Property Damage Repair Invoices and related Maywood Police Records and update file re same	0.50	95.00
1/11/2021	MAL	Communications from staff re FOIASAINT FOIA request	0.20	38.00
1/12/2021	MAL	Review and redact responsive records re FOIASAINT FOIA Request; communications with staff re FOIASAINT and Embry FOIA requests	2.30	437.00
1/13/2021	MAL	Communications to staff re exemptions re Sharon Ankum FOIA	0.20	38.00
1/14/2021	MAL	Receipt and review of Cullom FOIA	0.20	38.00
1/15/2021	MTJ	Communication from DC Willis re risk management matters: Use of Force Incident at 503 Quincy (1-2-2021) and Weapon Discharge at 631 S. 17th Avenue (1-9-2021) and open files re potential liability claims re same	0.50	95.00

1/15/2021	MAL	Review and redact responsive records re Cullom FOIA Request; communications with staff re Cullom FOIA request	0.40	76.00
1/16/2021	MTJ	Preparation and sending of transmittal email to IPMG (Mangrum) re Property Damage Recovery Claim for Search Warrant Incident at 408 North 1st Avenue (Owner: Gloria Tillis) on March 20, 2019 and transmit Property Damage Repair Invoices and related Maywood Police Records and communication with IPMG (Mangrum) and Village staff re notice to insurer, statute of limitation re property damage recovery claim, options for responding to property damage recovery claim and assignment claim number and update file re same and update Litigation Audit Letter	1.00	190.00
1/17/2021	MTJ	Receipt and review of Maywood Police Department documents re Potential Liability Claim (Robert Rhodes - Chambers) and Workers Compensation Claim (Carlos Patterson) from Use of Force at 503 West Quincy, preparation of Preservation of Evidence Litigation Hold Letter re same; review and edit Litigation Audit Letter and preparation and sending of transmittal email with Preservation of Evidence Litigation Hold Letter to and communication with IPMG (Mangrum) re claim number and status report on file	1.50	285.00
1/17/2021	MTJ	Review of Village documents, including a Illinois Crash Report, Workers Compensation Report (Illinois Form 45 - First Report of Injury) dated July 22, 2020, WC Supervisor Report, and WC Employee Injury Report submitted by Police Officer Lukaszek re property damage recovery complaint for the squad to include recovery of reimbursement of any WC benefits paid or to be paid to Police Officer Lukaszek and preparation and sending of transmittal email with to and communication with IPMG (Mangrum) re claim number and property damage recovery action and possible reimbursement of WC benefits paid by Village due to collision caused by Christian Alexander	0.80	152.00
1/19/2021	MTJ	Review and final preparation of memo to Talley re Restitution for Cleanup Costs for Defacement of Holding Cell and Charge with Creating and Abatement of the Public Nuisance and final preparation of draft letter to Cook County State's Attorney re restitution charge and preparation and sending of transmittal email with memo and draft letter to and communication with Taley re same; review and final preparation of memo to Talley re Prosecution of Overweight Vehicle Citations through Administrative Hearings and preparation and sending of transmittal email with memo to and communication with Talley re same; communication from IPMG (Mangrum /	2.00	380.00

		Morefield) re property damage claim number for Gloria Tillis property damage reimbursement request (MPD service of warrant) and update file re same		
1/19/2021	MTJ	Further review of Narrative of Illinois Traffic Crash Report dated July 23, 2020 and Workers Compensation Supervisor Report, and WC Employee Injury Report submitted by Police Officer Lukaszek re property damage recovery action and WC benefits recovery action and possible personal injury action by Christian Alexander (left arm injury) and review three (3) citations issued to Christian Alexander: (1) expired driver's license, (2) failure to yield to an authorized emergency vehicle, and (3) disobeying a stop sign and MPD Video-Audio Request form dated July 23, 2020 requesting dam cam video and Net-17 Traffic audio recording for this incident; preparation of preparation of Evidence Preservation Letter to Village re retention and turnover of related Village records; preparation and sending of transmittal email with to and communication with IPMG (Mangrum) re claim number and updated claim to include potential personal injury claim by Christian Alexander and update Litigation Audit Letter; preparation and sending of transmittal email with MPD Video-Audio Request form dated July 23, 2020 requesting dam cam video and Net-17 Traffic audio recording for this incident to and communication with Talley re same; communications with IPMG (Serpas) re status of insurance (Christian Alexander- no insurance; Founders denies it issued attendance at policy)	1.50	285.00
1/19/2021	MAL	Review and redact responsive records re First Legal Defense Aid FOIA request; communications with staff re First Legal Defense Aid FOIA request	0.50	95.00
1/20/2021	MTJ	Work on options to recover property damage for squad and clean-up costs incurred by Maywood Fire Department (vehicle fluid and Emergency Medical Services responses call fee) from Christian Alexander; receipt and review of Patient Care Reports for the EMS services provided by the Village to (1) Police Officer Matthew Lukaszek and (2) Christian Alexander relating to auto collision and possible personal injuries and update file re same and preparation and sending of transmittal email with Reports to and communication with IPMG (Mangrum) re same	0.50	95.00
1/20/2021	MTJ	Review potential liability claims of J'Havell Moore (use of force) and review Maywood Police Department records re 2019 arrest re same	0.50	95.00
1/21/2021	MTJ	Communications with Talley re enforcement and liability issues with panhandling regulations in Village streets and review 2020 federal court decision re Illinois panhandling law is unconstitutional based as content-based restriction on the freedom of speech that is not justified by any compelling interest and that the provision violates the First	0.50	95.00

		Amendment and is unconstitutional on its face under clearly established law and partial preparation of memo to Village re same		
1/22/2021	MTJ	Preparation and sending of transmittal email with Home Rule Authority to Prosecute Overweight Truck Citations through Administrative Hearings to and communication with Village staff (Chief Talley, DC Willis and Manager Norfleet) re same	0.30	57.00
1/25/2021	MAL	Communications with opposing counsel and court clerk re Village's Motion to Quash in Carter v. Melrose Park	0.50	95.00
1/26/2021	MTJ	Communication from IPMG (Mangrum) re claim number for potential litigation (Physical Threats to Occupant Latoya Flowers) and update Litigation Audit Letter re same	0.20	38.00
1/26/2021	MAL	Receipt and review of Redmond FOIA request; communications with staff re Redmond FOIA request; prepare unduly burdensome response letter re Redmond FOIA request	1.00	190.00
1/26/2021	MAL	Communications with court clerk re Maywood's motion to quash subpoena	0.50	95.00
1/26/2021	CRC	Draft memo regarding panhandling laws in Illinois and the Village Code including proposed code amendments, and enforcement limitations and potential municipal liability	0.40	62.00
1/27/2021	MTJ	Receipt and review of Complaint for Personal Injuries and Summons re Cook County Circuit Court Case No. 2020 M1 302041 (Plaintiff: Ken Phillips, Jr; Defendants: Village of Maywood, Angela Patterson, EAN Holdings, LLC and Justin Blake) and communication from Village staff re same	0.50	95.00
1/28/2021	CRC	Further draft memo regarding panhandling laws in Illinois and the Village Code including proposed code amendments, and enforcement limitations and potential municipal liability; review materials and caselaw regarding the same	3.80	589.00
			<b>Total Fees:</b>	<u>4,014.00</u>

**Rate Summary**

Michael T. Jurusik	10.80 hours at \$ 190.00 /hr	2,052.00
Mallory A. Milluzzi	6.90 hours at \$ 190.00 /hr	1,311.00
Caitlyn R. Culbertson	4.20 hours at \$ 155.00 /hr	651.00
<b>Total hours:</b>	<u>21.90</u>	<b>Total Fees:</b> <u>4,014.00</u>

**Detailed Disbursements**

Photocopies	2.20
Westlaw Research	31.17 ①
<b>Total Disbursements:</b>	<u>33.37</u>

**Total Current Billing:** 4,047.37

Previous Trust Balance:	0.00
Change in Trust:	<u>0.00</u>
Trust Balance:	<u><u>0.00</u></u>

Previous Balance Before Payments:	10,895.89
Less Payment(s) Received:	<u>- 0.00</u>
Previous Balance Due:	10,895.89
Total Current Billing:	<u>+ 4,047.37</u>
<b>Total Now Due:</b>	<u><u>14,943.26</u></u>

Michael T. Jurusik



**Westlaw Charges**

Date Range: January 2021

Client: 1849-314 / Village of Maywood Police Department Matters

Total for 01/28/21	<u>31.17</u>
<b>Total:</b>	<b>\$31.17</b>

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-315

Statement # 216193  
For Legal Services Rendered through January 31, 2021  
Fire Department Matters

Professional Fees	Hours	Amount
1/21/2021     MTJ     Communication with Bronaugh re request to prepare approving resolution for Pace Bus Company / Official Agreement for Pace to Provide Emergency Bus Service; receipt and partial review of proposed 2021 Addendum for an extension of the 2003 Andres Medical Billing Agreement and communication from Bronaugh re same	0.60	114.00
	Total Fees:	<u>114.00</u>

### Rate Summary

Michael T. Jurusik	0.60 hours at \$ 190.00 /hr	114.00
Total hours:	<u>0.60</u>	Total Fees: <u>114.00</u>

**Total Current Billing: 114.00**

	Previous Balance Before Payments:	703.00
Previous Trust Balance:	Less Payment(s) Received:	<u>-     0.00</u>
Change in Trust: <u>0.00</u>	Previous Balance Due:	703.00
Trust Balance: <u><u>0.00</u></u>	Total Current Billing:	<u>+     114.00</u>
	<b>Total Now Due:</b>	<b><u><u>817.00</u></u></b>

Michael T. Jurusik



March 10, 2021

Village of Maywood  
Attn: Mayor Edwenna Perkins  
40 Madison Street  
Maywood, Illinois 60153

IN ACCOUNT WITH  
KLEIN, THORPE AND JENKINS, LTD.  
20 NORTH WACKER DRIVE, SUITE 1660  
CHICAGO, ILLINOIS 60606-2903  
(312) 984-6400

TO: KLEIN, THORPE AND JENKINS, LTD., for legal services rendered  
and expenses advanced during the month of January 2021  
regarding Litigation Matters per the attached computer printouts:

1849/26-216186	Traffic and Local Ordinance Prosecution .....	\$ 836.00
1849/60-216189	Administrative Adjudication Litigation .....	745.00
1849/62-216190	Disbursements .....	65.20
1849/170-216191	Property Maintenance Enforcement Actions .....	19.00
1849/465-216198	Opioid Litigation .....	57.00
1849/504-216201	Demolition – 313 S. 3rd Avenue.....	123.00
1849/505-216202	Demolition – 401 N. 4th Avenue.....	385.00
1849/507-216203	Demolition – 1323 S. 5th Avenue.....	340.96
1849/509-216204	Demolition – 809 S. 10th Avenue.....	404.40
1849/510-216205	Demolition – 811 S. 10th Avenue.....	123.00
1849/511-216206	Demolition – 305 S. 11th Avenue.....	370.68
1849/512-216207	Demolition – 430 S. 16th Avenue.....	347.36
1849/513-216208	Demolition – 422 S. 16th Avenue.....	187.96
1849/514-216209	Demolition – 828 S. 18th Avenue.....	218.00
1849/515-216210	Demolition – 227 S. 19th Avenue.....	207.00
1849/516-216211	Demolition – 611 S. 20th Avenue.....	255.48
1849/517-216212	Demolition – 18 S. 21st Avenue .....	123.00
1849/524-216213	Maywood v. Cristian R. Alexander – Lawsuit for 2020 Police Squad Property Damage – WC Benefits Reimbursement ....	1,371.50

**TOTAL DUE: \$ 6,179.54**

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-026

Statement # 216186  
For Legal Services Rendered through January 31, 2021  
Traffic and Local Ordinance Prosecution

Professional Fees	Hours	Amount
1/13/2021    MAL    Prosecuted traffic offenses over Zoom; communications with staff re officer appearance and procedure for traffic calls after prosecution	1.60	304.00
1/15/2021    MAL    Communications with Officer DeSilva re procedure for officer appearances during zoom traffic calls	0.30	57.00
1/25/2021    MAL    Communications with Officer DeSilva re traffic call procedures	0.70	133.00
1/27/2021    MAL    Prosecuted traffic tickets via Zoom	1.40	266.00
1/28/2021    MAL    Communications with staff re recap of prosecution call	0.40	76.00
	<b>Total Fees:</b>	<u>836.00</u>

### Rate Summary

Mallory A. Milluzzi	4.40 hours at \$ 190.00 /hr	836.00
Total hours:	<u>4.40</u>	Total Fees: <u>836.00</u>

**Total Current Billing:** 836.00

	Previous Balance Before Payments:	1,991.34
Previous Trust Balance:	0.00	Less Payment(s) Received: <u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due: 1,991.34
Trust Balance:	<u><u>0.00</u></u>	Total Current Billing: <u>+ 836.00</u>
	<b>Total Now Due:</b>	<u><u>2,827.34</u></u>

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-060

Statement # 216189  
For Legal Services Rendered through January 31, 2021  
Administrative Adjudication Litigation

Professional Fees	Hours	Amount
1/15/2021 PJC Preparation and attendance at admin hearings at Village Hall; Review legal strategy; Follow up after hearings; Communications with C. Palmer regarding court call and dockets	4.80	744.00
	Total Fees:	<u>744.00</u>

### Rate Summary

Patrick J. Collins	4.80 hours at \$ 155.00 /hr	744.00
Total hours:	<u>4.80</u>	Total Fees: <u>744.00</u>

### Detailed Disbursements

Photocopies	1.00
	Total Disbursements: <u>1.00</u>

**Total Current Billing: 745.00**

		Previous Balance Before Payments: 5,069.73
Previous Trust Balance:	0.00	Less Payment(s) Received: <u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due: 5,069.73
Trust Balance:	<u>0.00</u>	Total Current Billing: <u>+ 745.00</u>
		<b>Total Now Due: <u>5,814.73</u></b>

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312) 984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-062

Statement # 216190  
For Legal Services Rendered through January 31, 2021  
Disbursements

**Detailed Disbursements**

Photocopies	65.20
Total Disbursements:	<u>65.20</u>

**Total Current Billing:** 65.20

Previous Trust Balance:	0.00
Change in Trust:	<u>0.00</u>
Trust Balance:	<u><u>0.00</u></u>

Previous Balance Before Payments:	1,081.46
Less Payment(s) Received:	<u>- 0.00</u>
Previous Balance Due:	1,081.46
Total Current Billing:	<u>+ 65.20</u>

**Total Now Due:** 1,146.66

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
 Suite 1660  
 Chicago, IL 60606  
 (312)984-6400

Village of Maywood  
 Mayor Edwenna Perkins  
 40 Madison Street  
 Maywood, IL 60153

Statement Date: February 28, 2021  
 Matter ID: 1849-170

Statement # 216191  
 For Legal Services Rendered through January 31, 2021  
 Property Maintenance Enforcement Actions

<b>Professional Fees</b>			Hours	Amount
1/12/2021	MAM	Communication with Village re payment for fast track minutes of demolition	0.10	19.00
			<b>Total Fees:</b>	<u>19.00</u>

<b>Rate Summary</b>			
Michael A. Marrs		0.10 hours at \$ 190.00 /hr	19.00
	Total hours:	<u>0.10</u>	Total Fees: <u>19.00</u>

**Total Current Billing:** 19.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	475.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 0.00
Trust Balance:	<u>0.00</u>	Previous Balance Due:	475.00
		Total Current Billing:	<u>+ 19.00</u>
		<b>Total Now Due:</b>	<u><u>494.00</u></u>

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312) 984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-465

Statement # 216198  
For Legal Services Rendered through January 31, 2021  
Opioid Litigation

<b>Professional Fees</b>			<b>Hours</b>	<b>Amount</b>
1/21/2021	MTJ	Receipt and review of Notice of Deadlines for Filing of Proofs of Claim, Including 503(B)(9) Claims and Excluding Opioid Claims and copy of US Bankruptcy Court (District of Delaware) Proof of Claim re Debtor Mallinckrodt PLC and other related corporate entities and communication from Banks re same	0.30	57.00
			<b>Total Fees:</b>	<u>57.00</u>

<b>Rate Summary</b>		
Michael T. Jurusik	0.30 hours at \$ 190.00 /hr	57.00
Total hours:	<u>0.30</u>	<b>Total Fees:</b> <u>57.00</u>

<b>Payments</b>		
12/3/2020	Payment	173.60
12/3/2020	Payment	57.00
12/29/2020	Payment	366.40
		<b>Total Payments:</b> <u>597.00</u>

		<b>Total Current Billing:</b>	<u>57.00</u>
		<hr/>	
Previous Trust Balance:	0.00	Previous Balance Before Payments:	693.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 597.00
		Previous Balance Due:	96.00
Trust Balance:	<u>0.00</u>	Total Current Billing:	+ <u>57.00</u>
		<b>Total Now Due:</b>	<u>153.00</u>

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-504

Statement # 216201  
For Legal Services Rendered through January 31, 2021  
Demolition - 313 S. 3rd Avenue

<b>Professional Fees</b>			Hours	Amount
1/6/2021	MAM	Review status of publication, mailing, posting and recording of notice to remediate; communication to newspaper re certificate of publication; provide update to Village re status of demolition	0.40	76.00
1/6/2021	CP	Process Chicago Sun Times Certificate of Publication for 313 S 3rd Avenue // PIN 15-11-314-004-0000 // 20024713NC; update Fast Track Checklist	0.10	9.00
1/11/2021	MAM	Communication to Village re status of steps and authorization of demolition; receipt of certificate of publication from Village Free Press	0.20	38.00
			Total Fees:	<u>123.00</u>

**Rate Summary**

Michael A. Marrs	0.60 hours at \$ 190.00 /hr	114.00
Carol Pinkston	0.10 hours at \$ 90.00 /hr	9.00
Total hours:	<u>0.70</u>	Total Fees: <u>123.00</u>

**Total Current Billing: 123.00**

Previous Trust Balance:	0.00	Previous Balance Before Payments:	829.50
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	829.50
		Total Current Billing:	<u>+ 123.00</u>
		<b>Total Now Due:</b>	<b><u><u>952.50</u></u></b>

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-505

Statement # 216202  
For Legal Services Rendered through January 31, 2021  
Demolition - 401 N. 4th Avenue

Professional Fees	Hours	Amount
1/16/2021 CP Review file 401 N. 4th Avenue // PIN 15-11-121-007-0000 // 20024714NC, Minutes of Demolition, preparation of Service List of interested parties	0.60	54.00
1/18/2021 MAM Research re ownership issues and Cook County land bank involvement	0.50	95.00
1/18/2021 CPF Communication with CCLBA counsel regarding transfer of property to Village; review potential for demolition; review and revise updated draft notice to remediate	0.70	133.00
1/18/2021 CP Continue revising Notice of Redemption Service List for 401 N. 4th Avenue // PIN 15-11-121-007-0000 // 20024714NC	0.30	27.00
1/19/2021 MAM Communication to A. Smith re status of Village acquisition of property via judicial deed	0.20	38.00
1/20/2021 MAM Receipt of direction from Village re not proceeding on 401 N. 4th fast track	0.20	38.00
	Total Fees:	385.00

### Rate Summary

Michael A. Marrs	0.90 hours at \$ 190.00 /hr	171.00
Carmen P. Forte, Jr.	0.70 hours at \$ 190.00 /hr	133.00
Carol Pinkston	0.90 hours at \$ 90.00 /hr	81.00
Total hours:	2.50	Total Fees: <span style="border-top: 1px solid black;">385.00</span>

### Payments

12/3/2020	Payment	66.00
12/3/2020	Payment	76.00
12/3/2020	Payment	695.60

Total Payments: 837.60

**Total Current Billing: 385.00**

Previous Trust Balance: 0.00  
Change in Trust: 0.00  
  
Trust Balance: 0.00

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Previous Balance Before Payments: 837.60  
Less Payment(s) Received: - 837.60  
Previous Balance Due: 0.00  
Total Current Billing: + 385.00  
  
**Total Now Due: 385.00**

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-507

Statement # 216203  
For Legal Services Rendered through January 31, 2021  
Demolition - 1323 S. 5th Avenue

Professional Fees	Hours	Amount
1/16/2021 CP Review file 1323 S. 5th Avenue // PIN 15-14-128-004-0000 // 20024716NC, Minutes of Demolition, research interested persons; revise Service List of interested parties	1.00	90.00
1/18/2021 MAM Attention to service list and necessary parties; review of notice to remediate; consideration of issues re service on revoked entity	0.60	114.00
1/18/2021 CPF Review and revise updated draft notice to remediate	0.50	95.00
1/18/2021 CP Continue revising Notice of Redemption Service List for 1323 S. 5th Avenue // PIN 15-14-128-004-0000 // 20024716NC	0.30	27.00
	Total Fees:	326.00

### Rate Summary

Michael A. Marrs	0.60 hours at \$ 190.00 /hr	114.00
Carmen P. Forte, Jr.	0.50 hours at \$ 190.00 /hr	95.00
Carol Pinkston	1.30 hours at \$ 90.00 /hr	117.00
Total hours:	2.40	Total Fees: 326.00

### Detailed Disbursements

	Photocopies	3.60
1/16/2021	Persons Search Byron Walker	5.68 (1)
1/16/2021	Persons Search Teann Walker	5.68 (2)
	Total Disbursements:	14.96

**Payments**

12/3/2020	Payment	106.60
12/3/2020	Payment	546.20
12/3/2020	Payment	76.00
Total Payments:		<u>728.80</u>

**Total Current Billing:** 340.96

Previous Trust Balance: 0.00  
Change in Trust: 0.00  
Trust Balance: 0.00

Previous Balance Before Payments: 728.80  
Less Payment(s) Received: - 728.80  
Previous Balance Due: 0.00  
Total Current Billing: + 340.96

**Total Now Due:** 340.96

Michael T. Jurusik

① and ②

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### Activity Detail

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<b>Account:</b> 1585815					
<b>Billing Period:</b> 01/01/2021 - 01/31/2021					
Login ID	Activity	Search Criteria	Reference Code	Date and Time (EDT)	Price
cpinkston102	Advanced Person Search (Rollup)	BYRON WALKER MAYWOOD IL	1849-507	Jan 16 2021 10:23 PM	\$5.68 ①
cpinkston102	Advanced Person Search (Rollup)	TEANN WALKER	1849-507	Jan 16 2021 10:31 PM	\$5.68 ②
cpinkston102	Advanced Person Search (Rollup)	MARY E PATTERSON MAYWOOD IL	1849-511	Jan 16 2021 10:58 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	EMMA ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	PERCY ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:26 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MILDRED E JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:08 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WALTER L JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:05 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD	1849-516	Jan 17 2021 7:42 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:44 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JENNIFER LONG MAYWOOD IL	1849-516	Jan 17 2021 7:52 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	LINDA MCKINNEY MAYWOOD IL	1849-516	Jan 17 2021 7:54 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	STACI COLLINS MAYWOOD IL	1849-516	Jan 17 2021 7:46 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WILBURT POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:49 PM	\$5.68
<b>Subtotal</b>					<b>\$73.84</b>

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-509

Statement # 216204  
For Legal Services Rendered through January 31, 2021  
Demolition - 809 S. 10th Avenue

Professional Fees	Hours	Amount
1/6/2021 MAM Review status of publication, mailing, posting and recording of notice to remediate; communication to newspaper re certificate of publication; provide update to Village re status of demolition; consideration of recording issues - notice of remediation	0.70	133.00
1/6/2021 CPF Review and update notice to remediate for recording; review interested parties on property	0.40	76.00
1/6/2021 CP Process Chicago Sun Times Certificate of Publication for 809 S. 10th Avenue // PIN 15-10-438-004-0000 // 20024718NC; update Fast Track Checklist	0.10	9.00
1/7/2021 CP Preparation of Notice to Remediate for 809 S. 10th Avenue // PIN 15-10-438-004-0000 // 20024718NC for re-recording due to rejection, preparation of delayed billing form and document description form for recording in CCRD, entry of property and document information into KTJ recorded documents database	0.50	45.00
1/8/2021 SJ Receipt and review of recorded document, update KTJ recorded documents database re 809 S. 10th Avenue, Notice to Remediate	0.30	27.00
1/11/2021 MAM Communication to Village re status of steps and authorization of demolition; receipt of certificate of publication from Village Free Press	0.20	38.00
	<b>Total Fees:</b>	<u>328.00</u>

### Rate Summary

Michael A. Marrs	0.90 hours at \$ 190.00 /hr	171.00
Carmen P. Forte, Jr.	0.40 hours at \$ 190.00 /hr	76.00
Carol Pinkston	0.60 hours at \$ 90.00 /hr	54.00
Sarah Jeong	0.30 hours at \$ 90.00 /hr	27.00

Total hours: 2.20

Total Fees: 328.00

**Detailed Disbursements**

	Photocopies	1.40
1/1/2021	Recording Service Fee Notice to Remediate - rejected	25.00 (1)
1/8/2021	Recording Service Fee - Notice to Remediate	50.00 (2)
	<b>Total Disbursements:</b>	<u>76.40</u>

**Total Current Billing:** 404.40

Previous Trust Balance:	0.00	Previous Balance Before Payments:	780.20
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 0.00
Trust Balance:	<u>0.00</u>	Previous Balance Due:	780.20
		Total Current Billing:	+ <u>404.40</u>
		<b>Total Now Due:</b>	<u><u>1,184.60</u></u>

Michael T. Jurusik



20 N. Clark St., Suite 850  
Chicago, IL. 60602  
PH: 312-782-7361  
Fax: 312-782-2838  
Amlegalchicago.com

12/1/20  
① page 1  
226324  
WJ

Date of Order: 11-29-20 Rush: \_\_\_\_\_  
Case# \_\_\_\_\_  
Client Ref: 1849-509  
Client Email: \_\_\_\_\_

*Klein Thorpe + Jenkins*  
Ordered By: Cano

- Cook
- Cook Suburban 2-6
- DuPage County
- McHenry County
- Winnebago County
- Federal Record Center
- IL. Industrial Commission
- State of Illinois
- Misc.
- Lake County
- Will County
- Kane County
- DeKalb County
- Kendall County
- Kankakee County
- Appellate Court(s)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Criminal Search     | <input type="checkbox"/> Civil Search       | <input type="checkbox"/> Fee Filing                    | <input type="checkbox"/> Birth Certificate |
| <input type="checkbox"/> Felony Search       | <input type="checkbox"/> Judgment Search    | <input type="checkbox"/> Courtesy Copy - ST            | <input type="checkbox"/> Death Certificate |
| <input type="checkbox"/> Misdemeanor Search  | <input type="checkbox"/> Document Retrieval | <input type="checkbox"/> Courtesy Copy - FD            | <input type="checkbox"/> Marriage License  |
| <input type="checkbox"/> Traffic Search      | <input type="checkbox"/> Worker Comp Call   | <input type="checkbox"/> Estimate of Redemption        | <input type="checkbox"/> Assume Names      |
| <input type="checkbox"/> UCC Search - County | <input type="checkbox"/> Worker Comp Search | <input type="checkbox"/> Water Certification           | <input type="checkbox"/> Police Report     |
| <input type="checkbox"/> UCC Search - State  | <input type="checkbox"/> Motion(s)          | <input type="checkbox"/> Zoning                        | <input type="checkbox"/> Driver Abstract   |
| <input type="checkbox"/> State Tax Search    | <input type="checkbox"/> Non-Fee Filing     | <input checked="" type="checkbox"/> Record Document(s) | <input type="checkbox"/> Certified Copies  |
| <input type="checkbox"/> Federal Tax search  | <input type="checkbox"/> Routine Motion(s)  | <input type="checkbox"/> Building Registration         | <input type="checkbox"/> Other _____       |

Keyword (Office Use Only) 809 S. 10th Ave

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Company Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_ SSN: \_\_\_\_\_ DLN: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Copies of:  Complaint  Answer  Amendment/Counter Claim  Disposition

Notice to Remediate  
Rejected 12-29-20  
12a

Entered Date: \_\_\_\_\_ Emailed: \_\_\_\_\_

Advances: \$ \_\_\_\_\_  
 20% Advance Charges: \$ \_\_\_\_\_  
 Research Fee \$ 25.00  
 Scan Fee: \$ \_\_\_\_\_  
 Shipping Fee: \$ \_\_\_\_\_  
 Total Fee(s): \$ 25.00  
 Completed Date: 12-29-20  
 Completed By: WJ

**IMPORTANT NOTE:** The accuracy of the information submitted by the requester will directly determine the accuracy of the search results. AM Legal Services, Inc. cannot be held liable for inaccuracies contained in public recorded information, databases accessed, or requests submitted by the subscriber. AM Legal Services, Inc. warrants only the exercise of reasonable care in the searching of public record databases.

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**KLEIN THORPE AND JENKINS RUN SHEET**

**CONTACT: CAROL      312 984 6454      OR 312 984 6400**

**SCAN: NO      TO: cpinkston@ktjlaw.com**

**REVIEWED BY: CP**

**TODAY'S DATE: 11/28/2020**

**DATE COMPLETED: \_\_\_\_\_**

**PARALEGAL'S INITIALS: \_\_\_\_\_**

**CLIENT NO.: 1849.509      REQUESTED BY:      MAM      RETURN TO: CAROL**

**REVIEWED FOR FILING REQUIREMENTS: Yes**  
**ENTERED IN RECORDED DOCUMENTS DATABASE: Yes**  
**FEE REQUIRED: Yes-**

**PLEASE RESEARCH WITH THE COOK COUNTY RECORDER OF DEEDS**

DOCUMENT TYPE	ADDRESS/PIN
Notice to Remediate	809 S. 10th Avenue PIN 15-10-438-004-0000

**INSTRUCTIONS:**

- **PLEASE eRECORD.**
- **BRING BACK TO CAROL**

Please call me if you have any questions

Thank you

Carol

② page 1

226287 ✓



20 N. Clark St., Suite 850  
Chicago, IL. 60602  
PH: 312-782-7361  
Fax: 312-782-2838  
Amlegalchicago.com

Date of Order: 1/8/21 Rush: \_\_\_\_\_

Case# \_\_\_\_\_

Client Ref: 1849.509

Client Email: \_\_\_\_\_

*Klein*  
  
Ordered By: *Carol*

- Cook
- Cook Suburban 2-6
- DuPage County
- McHenry County
- Winnebago County
- Federal Record Center
- IL. Industrial Commission
- State of Illinois
- Misc. \_\_\_\_\_
- Lake County
- Will County
- Kane County
- DeKalb County
- Kendall County
- Kankakee County
- Appellate Court(s)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Criminal Search     | <input type="checkbox"/> Civil Search       | <input type="checkbox"/> Fee Filing             | <input type="checkbox"/> Birth Certificate |
| <input type="checkbox"/> Felony Search       | <input type="checkbox"/> Juvenile Search    | <input type="checkbox"/> Courtesy Copy - ST     | <input type="checkbox"/> Death Certificate |
| <input type="checkbox"/> Misdemeanor Search  | <input type="checkbox"/> Document Retrieval | <input type="checkbox"/> Courtesy Copy - FD     | <input type="checkbox"/> Marriage License  |
| <input type="checkbox"/> Traffic Search      | <input type="checkbox"/> Worker Comp Call   | <input type="checkbox"/> Estimate of Redemption | <input type="checkbox"/> Assume Names      |
| <input type="checkbox"/> UCC Search - County | <input type="checkbox"/> Worker Comp Search | <input type="checkbox"/> Water Certification    | <input type="checkbox"/> Police Report     |
| <input type="checkbox"/> UCC Search - State  | <input type="checkbox"/> Motion(s)          | <input type="checkbox"/> Zoning                 | <input type="checkbox"/> Driver Abstract   |
| <input type="checkbox"/> State Tax Search    | <input type="checkbox"/> Non-Fee Filing     | <input type="checkbox"/> Record Document(s)     | <input type="checkbox"/> Certified Copies  |
| <input type="checkbox"/> Federal Tax Search  | <input type="checkbox"/> Routine Motion(s)  | <input type="checkbox"/> Building Registration  | <input type="checkbox"/> Other _____       |

Keyword (Office Use Only) 809 S. 10th Avenue

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Company Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_ SSN: \_\_\_\_\_ DLN: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Copies of:  Complaint  Answer  Amendment/Counter Claim  Disposition

*pin# 15-10-438 004-0000*  
*pcr# 21008 22021*  
*\* Recording*

Entered Date: \_\_\_\_\_ Emailed: \_\_\_\_\_

Advances: \$ \_\_\_\_\_  
 20% Advance Charges: \$ \_\_\_\_\_  
 Research Fee \$ 50.00  
 Scan Fee: \$ \_\_\_\_\_  
 Shipping Fee: \$ \_\_\_\_\_  
 Total Fee(s): \$ 50.00  
 Completed Date: 1/8/21  
 Completed By: car

**IMPORTANT NOTE:** The accuracy of the information submitted by the requester will directly determine the accuracy of the search results. AM Legal Services, Inc. cannot be held liable for inaccuracies contained in public recorded information, databases accessed, or requests submitted by the subscriber. AM Legal Services, Inc. warrants only the exercise of reasonable care in the searching of public record databases.

**KLEIN THORPE AND JENKINS RUN SHEET**

**CONTACT: CAROL 312 984 6454 OR 312 984 6400**

**SCAN: NO TO: cpinkston@ktjlaw.com**

**REVIEWED BY: CP**

**TODAY'S DATE 1/7/2021**

**DATE COMPLETED: \_\_\_\_\_**

**PARALEGAL'S INITIALS: \_\_\_\_\_**

**CLIENT NO.: 1849-509 REQUESTED BY: MAM RETURN TO: CAROL**

**REVIEWED FOR FILING REQUIREMENTS: Yes  
ENTERED IN RECORDED DOCUMENTS DATABASE: Yes  
FEE REQUIRED: Yes-**

**PLEASE RESEARCH WITH THE COOK COUNTY RECORDER OF DEEDS**

DOCUMENT TYPE	ADDRESS
Notice to Remediate	809 S 10 <sup>th</sup> Avenue PIN 15-10-438-004-0000
	Doc # 2/00822021

**INSTRUCTIONS:**

- **PLEASE RECORD. YOU HAVE 1 ORIGINAL AND 1 COPY**
- **BRING BACK TO CAROL**

Please call me if you have any questions

Thank you

Carol

*Doc  
1/8/21*

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-510

Statement # 216205  
For Legal Services Rendered through January 31, 2021  
Demolition - 811 S. 10th Avenue

<b>Professional Fees</b>			Hours	Amount
1/6/2021	MAM	Review status of publication, mailing, posting and recording of notice to remediate; communication to newspaper re certificate of publication; provide update to Village re status of demolition	0.40	76.00
1/6/2021	CP	Process Chicago Sun Times Certificate of Publication for 811 S. 10th Avenue // PIN 15-10-438-005-0000 // 20024719NC; update Fast Track Checklist	0.10	9.00
1/11/2021	MAM	Communication to Village re status of steps and authorization of demolition; receipt of certificate of publication from Village Free Press	0.20	38.00
			Total Fees:	<u>123.00</u>

**Rate Summary**

Michael A. Marrs	0.60 hours at \$ 190.00 /hr	114.00
Carol Pinkston	0.10 hours at \$ 90.00 /hr	9.00
Total hours:	<u>0.70</u>	Total Fees: <u>123.00</u>

**Total Current Billing:** 123.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	798.50
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	798.50
		Total Current Billing:	<u>+ 123.00</u>
		<b>Total Now Due:</b>	<u><u>921.50</u></u>

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-511

Statement # 216206  
For Legal Services Rendered through January 31, 2021  
Demolition - 305 S. 11th Avenue

Professional Fees	Hours	Amount
1/16/2021 CP Review file 305 S. 11th Avenue // PIN 15-10-408-002-0000 // 20024720NC, Minutes of Demolition, research interested persons; revise Service List of interested parties	0.80	72.00
1/18/2021 MAM Review of updated service list and notice to remediate; research re same; consideration of legal issues re service on property owner	0.60	114.00
1/18/2021 CPF Review and revise updated draft notice to remediate	0.50	95.00
1/18/2021 CP Continue revising Notice of Redemption Service List for 305 S. 11th Avenue // PIN 15-10-408-002-0000 // 20024720NC	0.30	27.00
1/19/2021 CPF Communication with counsel for CCLBA regarding potential donation of property from owner	0.30	57.00
	Total Fees:	365.00

### Rate Summary

Michael A. Marrs	0.60 hours at \$ 190.00 /hr	114.00
Carmen P. Forte, Jr.	0.80 hours at \$ 190.00 /hr	152.00
Carol Pinkston	1.10 hours at \$ 90.00 /hr	99.00
Total hours:	2.50	Total Fees: 365.00

### Detailed Disbursements

1/16/2021	Persons Search Mary E. Patterson	5.68 (1)
	Total Disbursements:	5.68

**Payments**

12/3/2020	Payment	123.00
12/3/2020	Payment	526.40
12/3/2020	Payment	76.00
<b>Total Payments:</b>		<u>725.40</u>

**Total Current Billing:** 370.68

Previous Trust Balance: 0.00  
Change in Trust: 0.00  
Trust Balance: 0.00

Previous Balance Before Payments: 725.40  
Less Payment(s) Received: - 725.40  
Previous Balance Due: 0.00  
Total Current Billing: + 370.68  
**Total Now Due:** 370.68

Michael T. Jurusik

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### Activity Detail

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Account:	1585815				
Billing Period:	01/01/2021 - 01/31/2021				
Login ID	Activity	Search Criteria	Reference Code	Date and Time (EDT)	Price
cpinkston102	Advanced Person Search (Rollup)	BYRON WALKER MAYWOOD IL	1849-507	Jan 16 2021 10:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	TEANN WALKER	1849-507	Jan 16 2021 10:31 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MARY E PATTERSON MAYWOOD IL	1849-511	Jan 16 2021 10:58 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	EMMA ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	PERCY ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:26 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MILDRED E JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:08 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WALTER L JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:05 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD	1849-516	Jan 17 2021 7:42 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:44 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JENNIFER LONG MAYWOOD IL	1849-516	Jan 17 2021 7:52 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	LINDA MCKINNEY MAYWOOD IL	1849-516	Jan 17 2021 7:54 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	STACI COLLINS MAYWOOD IL	1849-516	Jan 17 2021 7:46 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WILBURT POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:49 PM	\$5.68
<b>Subtotal</b>					<b>\$73.84</b>

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-512

Statement # 216207  
For Legal Services Rendered through January 31, 2021  
Demolition - 430 S. 16th Avenue

Professional Fees	Hours	Amount
1/16/2021 CP Review file 430 S. 16th Avenue // PIN 15-10-410-016-0000 // 20024721NC , Minutes of Demolition, research interested persons; revise Service List of interested parties	0.80	72.00
1/18/2021 MAM Attention to service list and necessary parties; research re same; review of updated notice to remediate; consideration of issues re service on bank's successor in interest and on deceased owner	0.70	133.00
1/18/2021 CPF Review and revise updated draft notice to remediate	0.50	95.00
1/18/2021 CP Continue revising Notice of Redemption Service List for 430 S. 16th Avenue // PIN 15-10-410-016-0000 // 20024721NC	0.30	27.00
1/20/2021 CP Revise service list on Notice	0.10	9.00
	Total Fees:	336.00

### Rate Summary

Michael A. Marrs	0.70 hours at \$ 190.00 /hr	133.00
Carmen P. Forte, Jr.	0.50 hours at \$ 190.00 /hr	95.00
Carol Pinkston	1.20 hours at \$ 90.00 /hr	108.00
Total hours:	2.40	Total Fees: <span style="border-top: 1px solid black;">336.00</span>

### Detailed Disbursements

1/16/2021	Persons Search Percy Robinson	5.68 (1)
1/16/2021	Persons Search Emma Robinson	5.68 (2)
	Total Disbursements:	11.36

**Payments**

12/3/2020	Payment	334.40
12/3/2020	Payment	76.00
12/3/2020	Payment	201.40
<b>Total Payments:</b>		<u>611.80</u>

**Total Current Billing:** 347.36

Previous Trust Balance: 0.00  
Change in Trust: 0.00  
Trust Balance: 0.00

Previous Balance Before Payments: 611.80  
Less Payment(s) Received: - 611.80  
Previous Balance Due: 0.00  
Total Current Billing: + 347.36

**Total Now Due:** 347.36

Michael T. Jurusik

① and ②

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### Activity Detail

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Account:	1585815				
Billing Period:	01/01/2021 - 01/31/2021				
Login ID	Activity	Search Criteria	Reference Code	Date and Time (EDT)	Price
cpinkston102	Advanced Person Search (Rollup)	BYRON WALKER MAYWOOD IL	1849-507	Jan 16 2021 10:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	TEANN WALKER	1849-507	Jan 16 2021 10:31 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MARY E PATTERSON MAYWOOD IL	1849-511	Jan 16 2021 10:58 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	EMMA ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	PERCY ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:26 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MILDRED E JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:08 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WALTER L JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:05 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD	1849-516	Jan 17 2021 7:42 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:44 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JENNIFER LONG MAYWOOD IL	1849-516	Jan 17 2021 7:52 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	LINDA MCKINNEY MAYWOOD IL	1849-516	Jan 17 2021 7:54 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	STACI COLLINS MAYWOOD IL	1849-516	Jan 17 2021 7:46 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WILBURT POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:49 PM	\$5.68
<b>Subtotal</b>					<b>\$73.84</b>

①  
②

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-513

Statement # 216208  
For Legal Services Rendered through January 31, 2021  
Demolition - 422 S. 16th Avenue

<b>Professional Fees</b>			Hours	Amount
1/17/2021	CP	Review file 422 S. 16th Avenue // PIN 15-15-410-014-0000 // 20029174NC , Minutes of Demolition, research interested persons; revise Service List of interested parties	1.00	90.00
1/18/2021	MAM	Attention to service list and necessary parties; research re same; review of updated notice to remediate	0.30	57.00
1/18/2021	CP	Continue revising Notice of Redemption Service List for 422 S. 16th Avenue // PIN 15-15-410-014-0000 // 20029174NC	0.30	27.00
			<b>Total Fees:</b>	<u>174.00</u>

**Rate Summary**

Michael A. Marrs	0.30 hours at \$ 190.00 /hr	57.00
Carol Pinkston	1.30 hours at \$ 90.00 /hr	117.00
<b>Total hours:</b>	<u>1.60</u>	<b>Total Fees:</b> <u>174.00</u>

**Detailed Disbursements**

	Photocopies	2.60
1/17/2021	Persons Search Mildred E. Jackson	5.68 (1)
1/17/2021	Persons Search Walter L. Jackson	5.68 (2)
<b>Total Disbursements:</b>		<u>13.96</u>

**Payments**

12/3/2020	Payment	47.00
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12/3/2020	Payment	332.60
12/3/2020	Payment	76.00
Total Payments:		<u>455.60</u>

**Total Current Billing:** 187.96

Previous Trust Balance:	0.00	Previous Balance Before Payments:	455.60
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 455.60</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 187.96</u>
		<b>Total Now Due:</b>	<u><u>187.96</u></u>

Michael T. Jurusik

① and ②

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# Electronic Payment and Invoice Center

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## Activity Detail

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<b>Account:</b> 1585815					
<b>Billing Period:</b> 01/01/2021 - 01/31/2021					
Login ID	Activity	Search Criteria	Reference Code	Date and Time (EDT)	Price
cpinkston102	Advanced Person Search (Rollup)	BYRON WALKER MAYWOOD IL	1849-507	Jan 16 2021 10:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	TEANN WALKER	1849-507	Jan 16 2021 10:31 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MARY E PATTERSON MAYWOOD IL	1849-511	Jan 16 2021 10:58 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	EMMA ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	PERCY ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:26 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MILDRED E JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:08 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WALTER L JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:05 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD	1849-516	Jan 17 2021 7:42 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:44 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JENNIFER LONG MAYWOOD IL	1849-516	Jan 17 2021 7:52 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	LINDA MCKINNEY MAYWOOD IL	1849-516	Jan 17 2021 7:54 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	STACI COLLINS MAYWOOD IL	1849-516	Jan 17 2021 7:46 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WILBURT POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:49 PM	\$5.68
<b>Subtotal</b>					<b>\$73.84</b>

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## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-514

Statement # 216209  
For Legal Services Rendered through January 31, 2021  
Demolition - 828 S. 18th Avenue

Professional Fees	Hours	Amount
1/6/2021 MAM Review status of publication, mailing, posting and recording of notice to remediate; communication to newspaper re certificate of publication; provide update to Village re status of demolition; consideration of noticing issues	0.60	114.00
1/6/2021 CPF Review list of interested parties and status of real estate listing for parcel	0.30	57.00
1/6/2021 CP Process Chicago Sun Times Certificate of Publication for 828 S. 18th Avenue // PIN 15-10-330-024-0000 // 20024723NC; update Fast Track Checklist	0.10	9.00
1/11/2021 MAM Communication to Village re status of steps and authorization of demolition; receipt of certificate of publication from Village Free Press	0.20	38.00
	<b>Total Fees:</b>	<u>218.00</u>

### Rate Summary

Michael A. Marrs	0.80 hours at \$ 190.00 /hr	152.00
Carmen P. Forte, Jr.	0.30 hours at \$ 190.00 /hr	57.00
Carol Pinkston	0.10 hours at \$ 90.00 /hr	9.00
<b>Total hours:</b>	<u>1.20</u>	<b>Total Fees:</b> <u>218.00</u>

		<b>Total Current Billing:</b>	<u>218.00</u>
		<hr/>	
		Previous Balance Before Payments:	988.45
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	988.45
		Total Current Billing:	<u>+ 218.00</u>
Trust Balance:	<u>0.00</u>		
		<b>Total Now Due:</b>	<u>1,206.45</u>

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-515

Statement # 216210  
For Legal Services Rendered through January 31, 2021  
Demolition - 227 S. 19th Avenue

Professional Fees	Hours	Amount
1/16/2021 CP Review file 227 S. 19th Avenue // PIN 15-10-306-013-0000 // 20024724NC, Minutes of Demolition, Service List	0.30	27.00
1/16/2021 CP Review file 227 S. 19th Avenue // PIN 15-10-306-013-0000 // 20024724NC for status	0.10	9.00
1/18/2021 MAM Attention to service list and necessary parties; research re same; review of updated notice to remediate; check status of possible Mississippi probate cases	0.40	76.00
1/18/2021 CPF Review and revise updated draft notice to remediate	0.50	95.00
	Total Fees:	207.00

### Rate Summary

Michael A. Marrs	0.40 hours at \$ 190.00 /hr	76.00
Carmen P. Forte, Jr.	0.50 hours at \$ 190.00 /hr	95.00
Carol Pinkston	0.40 hours at \$ 90.00 /hr	36.00
Total hours:	1.30	Total Fees: 207.00

### Payments

12/3/2020	Payment	294.82
12/3/2020	Payment	76.00
12/3/2020	Payment	334.00
	Total Payments:	704.82

		<b>Total Current Billing:</b>	<u>207.00</u>
		<hr/>	
		Previous Balance Before Payments:	704.82
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 704.82</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 207.00</u>
Trust Balance:	<u>0.00</u>		
		<b>Total Now Due:</b>	<u>207.00</u>

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-516

Statement # 216211  
For Legal Services Rendered through January 31, 2021  
Demolition - 611 S. 20th Avenue

Professional Fees	Hours	Amount
1/17/2021 CP Review file 611 S. 20th Avenue // PIN 15-10-321-008-0000 // 20024725NC , Minutes of Demolition, research interested persons; revise Service List of interested parties	1.00	90.00
1/18/2021 CPF Review and revise updated draft notice to remediate	0.50	95.00
1/18/2021 CP Continue revising Notice of Redemption Service List for 611 S. 20th Avenue // PIN 15-10-321-008-0000 // 20024725NC	0.30	27.00
<b>Total Fees:</b>		212.00

### Rate Summary

Carmen P. Forte, Jr.	0.50 hours at \$ 190.00 /hr	95.00
Carol Pinkston	1.30 hours at \$ 90.00 /hr	117.00
<b>Total hours:</b>	1.80	<b>Total Fees:</b> <span style="border-top: 1px solid black;">212.00</span>

### Detailed Disbursements

	Photocopies	9.40
1/17/2021	Persons Search Jennifer Long	5.68 (1)
1/17/2021	Persons Search Jeanette Pollard	5.68 (2)
1/17/2021	Persons Search Linda McKinney	5.68 (3)
1/17/2021	Persons Search Wilburt Pollard	5.68 (4)
1/17/2021	Persons Search Staci Collins	5.68 (5)
1/17/2021	Persons Search Jeanette Pollard	5.68 (6)

Total Disbursements: 43.48

**Payments**

12/3/2020	Payment	76.00
12/3/2020	Payment	201.40
12/3/2020	Payment	315.40
Total Payments:		<u>592.80</u>

**Total Current Billing:** 255.48

Previous Trust Balance: 0.00  
Change in Trust: 0.00  
Trust Balance: 0.00

Previous Balance Before Payments: 592.80  
Less Payment(s) Received: - 592.80  
Previous Balance Due: 0.00  
Total Current Billing: + 255.48  
**Total Now Due:** 255.48

Michael T. Jurusik

① through ⑥

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### Activity Detail

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Account:	1585815				
Billing Period:	01/01/2021 - 01/31/2021				
Login ID	Activity	Search Criteria	Reference Code	Date and Time (EDT)	Price
cpinkston102	Advanced Person Search (Rollup)	BYRON WALKER MAYWOOD IL	1849-507	Jan 16 2021 10:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	TEANN WALKER	1849-507	Jan 16 2021 10:31 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MARY E PATTERSON MAYWOOD IL	1849-511	Jan 16 2021 10:58 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	EMMA ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:23 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	PERCY ROBINSON MAYWOOD IL	1849-512	Jan 16 2021 11:26 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	MILDRED E JACKSON MAYWOOD IL	1849-513	Jan 17 2021 7:08 PM	\$5.68
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cpinkston102	Advanced Person Search (Rollup)	JEANETTE POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:44 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	JENNIFER LONG MAYWOOD IL	1849-516	Jan 17 2021 7:52 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	LINDA MCKINNEY MAYWOOD IL	1849-516	Jan 17 2021 7:54 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	STACI COLLINS MAYWOOD IL	1849-516	Jan 17 2021 7:46 PM	\$5.68
cpinkston102	Advanced Person Search (Rollup)	WILBURT POLLARD MAYWOOD IL	1849-516	Jan 17 2021 7:49 PM	\$5.68
<b>Subtotal</b>					<b>\$73.84</b>

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**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-517

Statement # 216212  
For Legal Services Rendered through January 31, 2021  
Demolition - 18 S. 21st Avenue

<b>Professional Fees</b>			<b>Hours</b>	<b>Amount</b>
1/6/2021	MAM	Review status of publication, mailing, posting and recording of notice to remediate; communication to newspaper re certificate of publication; provide update to Village re status of demolition	0.40	76.00
1/6/2021	CP	Process Chicago Sun Times Certificate of Publication for 18 S. 21st Avenue // PIN 15-10-116-023-0000 // 20024726NC; update Fast Track Checklist	0.10	9.00
1/11/2021	MAM	Communication to Village re status of steps and authorization of demolition; receipt of certificate of publication from Village Free Press	0.20	38.00
			<b>Total Fees:</b>	<u>123.00</u>

**Rate Summary**

Michael A. Marrs	0.60 hours at \$ 190.00 /hr	114.00
Carol Pinkston	0.10 hours at \$ 90.00 /hr	9.00
<b>Total hours:</b>	<u>0.70</u>	<b>Total Fees:</b> <u>123.00</u>

**Total Current Billing:** 123.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	783.20
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	783.20
		Total Current Billing:	<u>+ 123.00</u>
		<b>Total Now Due:</b>	<u><u>906.20</u></u>

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-524

Statement # 216213  
For Legal Services Rendered through January 31, 2021  
Maywood v. Cristian Alexander - Property Damage Lawsuit  
for 2020 Police Squad

Professional Fees	Hours	Amount
1/5/2021 PJC Initial review of materials; Review legal strategy; Communications with police department records regarding reports, traffic accident reports, and any additional relevant materials; Communications with H. Robertson regarding same	1.20	186.00
1/5/2021 MJF Reviewed Maywood documentation of car accident for complaint	0.60	60.00
1/5/2021 MJF Verified current Illinois law for car accident complaint	1.00	100.00
1/5/2021 MJF Partial preparation of initial complaint against the uninsured driver	1.60	160.00
1/7/2021 MTJ Review additional Village documents re Maywood Police Squad / property damage case and squad video on CD	0.20	38.00
1/7/2021 PJC Review accident report, accident photos, traffic citations issued, lab and breathalyzer reports, officer's first report of injury, worker's comp forms; Review full squad video of incident; Communications with H. Robertson regarding same; Review, drafting, editing complaint; Review legal strategy; Phone calls to Cmdr. Yancy regarding any written reports	5.30	821.50
<b>Total Fees:</b>		<b>1,365.50</b>

### Rate Summary

Michael T. Jurusik	0.20 hours at \$ 190.00 /hr	38.00
Patrick J. Collins	6.50 hours at \$ 155.00 /hr	1,007.50
Maxwell J. Fugere	3.20 hours at \$ 100.00 /hr	320.00
<b>Total hours:</b>	<b>9.90</b>	<b>Total Fees: 1,365.50</b>

**Detailed Disbursements**

	Photocopies	6.00
	Total Disbursements:	<u>6.00</u>
	<b>Total Current Billing:</b>	<b><u>1,371.50</u></b>
<hr/>		
	Previous Balance Before Payments:	95.00
Previous Trust Balance:	0.00	Less Payment(s) Received: <u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due: 95.00
		Total Current Billing: <u>+ 1,371.50</u>
Trust Balance:	<u><u>0.00</u></u>	<b>Total Now Due: <u>1,466.50</u></b>

Michael T. Jurusik



March 10, 2021

Village of Maywood  
Attn: Mayor Edwenna Perkins  
40 Madison Street  
Maywood, Illinois 60153

IN ACCOUNT WITH  
KLEIN, THORPE AND JENKINS, LTD.  
20 NORTH WACKER DRIVE, SUITE 1660  
CHICAGO, ILLINOIS 60606-2903  
(312) 984-6400

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TO: KLEIN, THORPE AND JENKINS, LTD., for legal services rendered and expenses advanced during the month of January 2021 regarding Economic Redevelopment Matters and Miscellaneous Matters per the attached computer printouts:

1849/17-216185	TIF – Madison Street.....	\$ 345.00
1849/47-216187	Real Estate Matters (ANLAP, Tax Reactivation) .....	2,109.60
1849/50-216188	Plan Commission / ZBA.....	456.00
1849/359-216194	Tax Deed / 415 Roosevelt Rd. (Roosevelt Road TIF – Reimb.).....	869.60
1849/371-216195	TIF - St. Charles Road (Escrow #6 – Economic Incentives & Projects – Reimb.)..	528.00
1849/417-216196	911 Dispatch Consolidation.....	95.00
1849/460-216197	Park District Matters.....	627.00
1849/470-216199	First Avenue Water Main & Easement Acquisition Project (Reimbursable from Madison St./Washington Blvd. TIF District).....	44.20
1849/500-216200	COVID-19 Matters.....	38.00

**TOTAL DUE: \$ 5,112.40**

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-017

Statement # 216185  
For Legal Services Rendered through January 31, 2021  
TIF - Madison Street

<b>Professional Fees</b>			Hours	Amount
1/11/2021	SJ	Closing book preparation for 900 S. 22nd Avenue property	0.70	63.00
1/14/2021	MTJ	Communication from developer Interfaith re status of Class 8 Tax Incentive for Commercial Retail Area in Interfaith Development (800 to 820 5th Avenue) and receipt and review of letter from Cook County Tax Assessor Incentives Dept (Ira Horwitz) re same and update file re same	0.20	44.00
			<b>Total Fees:</b>	<u>107.00</u>

**Rate Summary**

Michael T. Jurusik	0.20 hours at \$ 220.00 /hr	44.00
Sarah Jeong	0.70 hours at \$ 90.00 /hr	63.00
<b>Total hours:</b>	<u>0.90</u>	<b>Total Fees:</b> <u>107.00</u>

**Detailed Disbursements**

1/11/2021	Publication Legal Notice Publication on 12-23-2020	238.00
		<b>Total Disbursements:</b> <u>238.00</u>

**Payments**

2/17/2021	Payment	9,664.50
		<b>Total Payments:</b> <u>9,664.50</u>

		<b>Total Current Billing:</b>	<u>345.00</u>
<hr/>			
Previous Trust Balance:	0.00	Previous Balance Before Payments:	13,880.15
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 9,664.50
Trust Balance:	<u>0.00</u>	Previous Balance Due:	4,215.65
		Total Current Billing:	+ <u>345.00</u>
		<b>Total Now Due:</b>	<u><u>4,560.65</u></u>

Michael T. Jurusik

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Village Free Press

Village Free Press  
141 S. Oak Park Avenue  
Oak Park, Illinois 60302  
708-524-8300 Fax: 708-467-9066

**Invoice**  
Date: 01/06/2021

Bill To:  
Klein Thorpe and Jenkins, Ltd.  
Mike Jurusik  
20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606

Order Date: 12/21/2020  
Order Number: 84839  
Rep: Mary Ellen Neilligan  
maryeilen@oakpark.com

INVOICE DATE	DUE DATE	INVOICE #	PO #	TERM	Charges
01/06/2021	02/05/2021	48502-R		Net 30	\$238.00
Publication	Issue	Ad Size	Ad Notes		
Village Free Press Legals	Wednesday December 23, 2020	Legal Notice	UPDATED FIRST AMENDMENT TO REDEVELOPMENT PROJECT		

Re: Publication of Legal Notice  
• Village of Maywood  
• Madison Street/Fifth Avenue TIF District  
Publication: *The Village Free Press*  
Publication Date: Wednesday, December 23, 2020

**NOTICE OF AVAILABILITY OF THE UPDATED FIRST AMENDMENT TO  
REDEVELOPMENT PROJECT AND PLAN FOR THE VILLAGE OF MAYWOOD  
MADISON STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT**

----- Please detach & return the lower portion with your payment -----  
Please remit to: Village Free Press 141 S. Oak Park Avenue Oak Park, Illinois 60302

Please detach and return with payment

Invoice # 48502-R  
Due Date 02/05/2021  
Company # 88691

Bill To:  
Ordered By:  
Balance Due:

Klein Thorpe and Jenkins, Ltd.  
Klein Thorpe and Jenkins, Ltd.  
\$238.00

Amount Enclosed

PLEASE DISREGARD IF PAYMENT HAS BEEN MADE

**NOTICE OF AVAILABILITY OF THE  
UPDATED FIRST AMENDMENT TO  
REDEVELOPMENT PROJECT AND PLAN  
FOR THE VILLAGE OF MAYWOOD  
MADISON STREET/FIFTH AVENUE  
TAX INCREMENT FINANCING DISTRICT**

Notice is given that, at an open public meeting held on December 15, 2020, the President and Board of Trustees of the Village of Maywood approved minor changes to the "First Amendment to the Redevelopment Project and Plan" with an initial date of July, 2020 and an amended date of October 21, 2020, prepared by Kane, McKenna and Associates, Inc. (the "TIF Plan") that consisted of correcting minor typographical errors in the TIF Plan. There was a minor amendment made to Section G (Nature and Term of Obligation to be Issued) of the initial draft First Amendment to the Redevelopment Project and Plan to change the words "in the 23rd calendar year" to read "in the 35th calendar year" as set forth in the final line of Page 12. No changes are proposed to the boundaries of the proposed TIF District, no additional properties are being added to the proposed TIF District and no changes are proposed to the legal description of the proposed TIF District. Copies of the updated TIF Plan that incorporates the minor amendments are currently on file and available for public inspection between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except holidays, at the Maywood Village Clerk's Office, at 40 Madison Street, Maywood, Illinois 60153. Please note that, as a result of the COVID-19 pandemic, the aforementioned hours, during which the Village Hall is normally open, may change. David Myers, Director of Community Development for the Village of Maywood [708-450-4893 or 708-450-4429], can be contacted for further information. A copy of this Notice has been mailed to each affected taxing district and each registrant on the Interested Parties Registry, and has been placed for publication in a newspaper of general circulation within the affected taxing district in accordance with Section 11-74.4-5(a) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-5(a).

Mailed and Published by order  
of the Corporate Authorities of the  
Village of Maywood, Cook County, Illinois

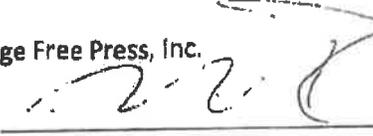
### Certificate of the Publisher

Village Free Press, Inc. certifies that it is the publisher of Village Free Press. Village Free Press is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City/Village of Maywood, County of Cook, Township of Proviso, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published one time(s) in the Village Free Press, namely one time per week for one successive week(s). The first publication of the notice was made in the newspaper, dated and published on December 23, 2020, and the last publication of the notice was made in the newspaper dated and published on December 23, 2020. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Wednesday Journal, Inc. has signed this certificate by Michael Romain, its publisher, at Oak Park, Illinois, on December 23, 2020.

Village Free Press, Inc.

By:   
\_\_\_\_\_

Michael Romain

Publisher

# the village free press

## Public Notice: Your Right to Know

<p><b>REAL ESTATE FOR SALE</b></p> <p>IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION 55TH THIRD BANK, Plaintiff, vs. JOSEPHINE BROWN, CHRISTLYN BROWN, et al., Defendants, 19 CH 0130</p> <p><b>NOTICE OF SALE</b></p> <p>PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above entitled cause, the property of said Josefine Brown, et al., known as the subject property, will be sold at public auction on January 22, 2021 at the hour of 11 a.m. at 300 South La Salle Street, Suite 1100, Chicago, Illinois, 60604. The subject property is located at 210 South La Salle Street, Chicago, Illinois 60604. The property is being sold as is, without warranty, and the purchaser shall take the property subject to all existing mortgages and liens.</p> <p>For information call The State Department of Planning, Agency, Systems, Planning &amp; Assessment, LLC, 1771 West State Street, Mableton, GA 30126-1482, (404) 463-4400, 71430020</p> <p>INTERCOUNTY JUDICIAL SALES CORPORATION intercountyjudicial.com 3181447</p>	<p><b>REAL ESTATE FOR SALE</b></p> <p>IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION US BANK TRUST NATIONAL ASSOCIATION TRUSTEE FOR THE FIDUCIARY TRUST 2018 PMTS, Plaintiff, vs. GRADY RIVERS AKA GRADY A RIVERS JR, 0121204 L, WAJAE AKA DLENA RIVERS, Defendants, 19 CH 0133</p> <p><b>NOTICE OF SALE</b></p> <p>PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above entitled cause, the property of said Grady Rivers, et al., known as the subject property, will be sold at public auction on January 22, 2021 at the hour of 11 a.m. at 300 South La Salle Street, Suite 1100, Chicago, Illinois, 60604. The subject property is located at 210 South La Salle Street, Chicago, Illinois 60604. The property is being sold as is, without warranty, and the purchaser shall take the property subject to all existing mortgages and liens.</p> <p>For information call The State Department of Planning, Agency, Systems, Planning &amp; Assessment, LLC, 1771 West State Street, Mableton, GA 30126-1482, (404) 463-4400, 71430020</p> <p>INTERCOUNTY JUDICIAL SALES CORPORATION intercountyjudicial.com 3181447</p>	<p><b>REAL ESTATE FOR SALE</b></p> <p>IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION ALL SOLUTIONS LLC, Plaintiff, vs. AREL CHAWON, TAI CHAWON, UNKNOWN OWNERS AND UNRECORDED CLAIMANTS, Defendants, 18 CH 0781</p> <p><b>NOTICE OF SALE</b></p> <p>PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above entitled cause, the property of said Arel Chawon, et al., known as the subject property, will be sold at public auction on January 22, 2021 at the hour of 11 a.m. at 300 South La Salle Street, Suite 1100, Chicago, Illinois, 60604. The subject property is located at 210 South La Salle Street, Chicago, Illinois 60604. The property is being sold as is, without warranty, and the purchaser shall take the property subject to all existing mortgages and liens.</p> <p>For information call The State Department of Planning, Agency, Systems, Planning &amp; Assessment, LLC, 1771 West State Street, Mableton, GA 30126-1482, (404) 463-4400, 71430020</p> <p>INTERCOUNTY JUDICIAL SALES CORPORATION intercountyjudicial.com 3181447</p>	<p><b>PUBLIC NOTICES</b></p> <p><b>PUBLIC NOTICES NOTICE OF AVAILABILITY OF THE UPDATED FIRST AGREEMENT TO DEVELOPMENT PROJECT AND PLAN FOR THE VILLAGE OF MAYWOOD</b></p> <p>MARION STREET/FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT</p> <p>A public hearing is being held on December 23, 2020, at the Office of the Director of Finance of the Village of Maywood, 300 South La Salle Street, Suite 1100, Chicago, Illinois 60604. The purpose of the hearing is to receive comments on the updated First Agreement to Development Project and Plan for the Village of Maywood. The hearing will be held from 10:00 a.m. to 12:00 p.m. The hearing is open to the public and anyone interested in providing comments should contact the Director of Finance at (773) 320-0130.</p>	<p><b>PUBLIC NOTICES</b></p> <p>A public hearing is being held on December 23, 2020, at the Office of the Director of Finance of the Village of Maywood, 300 South La Salle Street, Suite 1100, Chicago, Illinois 60604. The purpose of the hearing is to receive comments on the updated First Agreement to Development Project and Plan for the Village of Maywood. The hearing will be held from 10:00 a.m. to 12:00 p.m. The hearing is open to the public and anyone interested in providing comments should contact the Director of Finance at (773) 320-0130.</p>	<p><b>REAL ESTATE FOR SALE</b></p> <p><b>EQUAL HOUSING OPPORTUNITY</b></p> <p>All real estate advertising in this newspaper is subject to the Fair Housing Act, which makes it illegal to advertise any preference, limitation or discrimination based on age, race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preferences, limitations or discrimination.</p> <p>The Illinois Human Rights Act prohibits discrimination in the sale, rental or advertising of real estate based on factors in addition to those protected under federal law.</p> <p>This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.</p> <p>Restrictions or prohibitions of pets do not apply to service animals.</p> <p>To complain of discrimination, call HUD toll free at: 1-800-669-9777.</p> <p>Village Free Press</p>	<p><b>REAL ESTATE FOR SALE</b></p> <p><b>EQUAL HOUSING OPPORTUNITY</b></p> <p>All real estate advertising in this newspaper is subject to the Fair Housing Act, which makes it illegal to advertise any preference, limitation or discrimination based on age, race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preferences, limitations or discrimination.</p> <p>The Illinois Human Rights Act prohibits discrimination in the sale, rental or advertising of real estate based on factors in addition to those protected under federal law.</p> <p>This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.</p> <p>Restrictions or prohibitions of pets do not apply to service animals.</p> <p>To complain of discrimination, call HUD toll free at: 1-800-669-9777.</p> <p>Village Free Press</p>
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Ad Council.org



villagefreepress.org

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-047

Statement # 216187  
For Legal Services Rendered through January 31, 2021  
Real Estate Matters (ANLAP, Tax Reactivation)

Professional Fees			Hours	Amount
1/4/2021	MAM	Review and edit letter to County re putting 1215-1217 S. 7th Avenue properties back on tax rolls following tax reactivation sale; review of closing book re same; attention to title issues and costs - Batelli Bundles; review and edit 21-95 letter re 1314 S. 4th Avenue ANLAP sale taxes; review and edit 21-95 letter re 1819 S. 12th ANLAP sale taxes; receipt and initial review of title commitments for proposed ANLAP sales of 1243 S. 5th Avenue and 1 S. 21st Street	1.60	304.00
1/4/2021	CP	Receipt of Commitments for 1243 S 5th Ave // PIN 15-14-120-015-0000 // CCHI2007283LD; receipt of commitment for 1 S 21st Ave // PIN 15-10-117-001-0000 // CCHI2007284LD	0.20	18.00
1/4/2021	SJ	Reviewed title for properties at 1243 S. 5th and 1 S. 21st Ave. Maywood	0.40	36.00
1/4/2021	SJ	Research into back taxes for property at 1 S. 21st Ave. Maywood; Complete AmLegal form to request most recent order for case No. 2004COTD6223	0.20	18.00
1/5/2021	SJ	Research into clearing back taxes for 1 S. 21st Ave; Look up tax deed from Cook County Recorder of Deeds; Correspond with CTT to clear back taxes from title for same	0.20	18.00
1/6/2021	CP	Revise and finalize 21-95 letter for 1314 S. 4th Avenue // PIN 15-14-128-007-0000 // ANLAP // Lusardi/Bays	0.50	45.00
1/6/2021	CP	Revise and finalize 21-95 letter for 1819 S. 12th Avenue // PIN 15-15-405-008-0000 // ANLAP // Rodriguez	0.50	45.00
1/7/2021	MAM	Attention to County notification of sale of 1215-1217 S. 7th Avenue	0.20	38.00
1/7/2021	CP	Continue to finalize 21-95 letter for 1819 S. 12th Avenue // PIN 15-15-405-008-0000 // ANLAP // Rodriguez	0.40	36.00

1/7/2021	CP	Continue to finalize 21-95 letter for 1314 S. 4th Avenue // PIN 15-14-128-007-0000 // ANLAP // Lusardi/Bays	0.40	36.00
1/7/2021	CP	Finalize executed closing documents package for Bundle #1 and #2 /Batelli for submittal to Chicago Title	0.40	36.00
1/8/2021	SJ	Prepare transmission to individuals cc'd on the letter to the Treasurer and Assessor regarding adding the property to tax roll re 1215-17 S. 7th Ave	0.40	36.00
1/9/2021	CP	Communication with C. Cattau regarding Purchaser entity, order of recording, revision to MyDec, and Invoice	0.20	18.00
1/12/2021	MAM	Attention to recording and title issues - Batelli Bundle properties; attention to recording and title issues - Diaz Bundle No. 3; communication to A. Smith re same; communications with A. Smith re title payments for 1616 and 1719 S. 5th - Diaz Bundle No. 3	0.70	133.00
1/13/2021	MTJ	Review status of approval of plats of re Batelli's 5th Avenue Resubdivision and Batelli's 13th Avenue Resubdivision and CCRD-filings and status of pending Bundle sale transactions; communication from Village staff (Myers) re possible cases of real estate transaction fraud within the Village and receipt and partial review of possible cases of real estate transaction fraud, receipt and review of obituaries of Carolyn and Harry Bailey and Tina Benakovich and partial review property transaction investigation documents re 401 N. 4th Street - PIN: 15-11-121-007-0000, 719 S. 4th Avenue - PIN: 15-11-345-007-0000, 803 S. 4th Avenue - PIN: 15-11-353-001-0000 (House), 803 S. 4th Avenue - PIN: 15-11-353-001-0000 (Vacant Lot) and 1924 S. 23rd Avenue - PIN: 15-15-309-014-0000 and preliminary review of County County data based re 704 S. 4th Avenue - PIN: 15-11-121-007-0000, 717 S. 4th Avenue (w/ adjacent lot PIN) - PIN: 15-11-345-006-0000, 803 S. 4th Avenue - PIN: 15-11-353-001-0000; 417 N. 7th Avenue - PIN: 15-11-118-001-0000, 600 S. 9th Avenue - PIN: 15-10-427-010-0000, 1422 S. 13th Avenue - PIN: 15-15-221-025-000	0.50	95.00
1/13/2021	MAM	Verify final information for Resolution approving Plat of Resubdivision for 126 S. 13th - Batelli Bundle; complete Resolution re same	0.50	95.00
1/13/2021	CP	Response to C. Cattau at Chicago Title regarding Bundle #1 and #2 / Batelli; revise MyDec for 126 S 13; revise MyDec for 1601 S 5th; revise MyDec for 1114 S 2nd; revise MyDec for 429 S 14th; revise MyDec for 711 S 9th; revise MyDec for 203-205 S 15th; revise MyDec for 4 S 20th	0.50	45.00
1/14/2021	MTJ	Review status of approval of RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PLAT OF	2.20	418.00

RESUBDIVISION FOR THE 126 SOUTH 13TH AVENUE PROPERTY and preparation and sending of transmittal email with Resolution and Plat of Resubdivision (Exhibit "A") to and communication with Village Clerk's Office (Pavlik) re issuance of certified copy of Resolution for filing with CCRD-Office; further review possible cases of real estate transaction fraud within the Village and receipt and review of emails re possible cases of real estate transaction fraud, receipt and review of obituaries of Carolyn and Harry Bailey and Tina Benakovich and review property transaction investigation documents re 401 N. 4th Street - PIN: 15-11-121-007-0000, 719 S. 4th Avenue - PIN: 15-11-345-007-0000, 803 S. 4th Avenue - PIN: 15-11-353-001-0000 (House), 803 S. 4th Avenue - PIN: 15-11-353-001-0000 (Vacant Lot) and 1924 S. 23rd Avenue - PIN: 15-15-309-014-0000 and preliminary review of County County data based re 704 S. 4th Avenue - PIN: 15-11-121-007-0000, 717 S. 4th Avenue (w/ adjacent lot PIN) - PIN: 15-11-345-006-0000, 803 S. 4th Avenue - PIN: 15-11-353-001-0000; 417 N. 7th Avenue - PIN: 15-11-118-001-0000, 600 S. 9th Avenue - PIN: 15-10-427-010-0000, 1422 S. 13th Avenue - PIN: 15-15-221-025-000 and review status of Loretta Haggard (Loretta Haggard when googled is an attorney in St. Louis); and consideration of potential enforcement actions and agencies to prosecute and obtain contact information for: Financial Crimes Division, Special Prosecutions Bureau of Cook County State's Attorney Office and Property Fraud Unit of Cook County Clerk's Office and communications with Village staff (Myers) and Legal Counsel, Cook County Clerk's Fraud Unit re status of possible fraudulent real estate transactions and update file re same

1/14/2021	CP	Research Cook County Procedures for Property Fraud	0.20	18.00
1/20/2021	MAM	Communications with A. Smith re Batelli Bundle outstanding items and Diaz Bundle No. 3 outstanding items; review of various open issues for closings	0.70	133.00
1/20/2021	CP	Communication with Chicago Title regarding invoice difference for Bundle #1 and #2 /Batelli	0.10	9.00
1/25/2021	MTJ	Receipt and review of executed and certified Resolution No. 2020-50 (executed) re Approving Plat of Resubdivision for 126 South 13th Avenue and update file re same and communication with Village staff re filing of Plat of Resubdivision for 126 South 13th Avenue with CCRD	0.30	57.00
1/25/2021	MAM	Communications with Village re recording of plat of subdivision re 126 S. 13th; communications with A. Smith re handling of bundle sale properties on exempt affidavit	0.50	95.00
1/27/2021	CP	Communication with A. Smith regarding proof of	0.30	27.00

ownership for Annual Affidavit;

Total Fees: 1,809.00

**Rate Summary**

Michael T. Jurusik	3.00 hours at \$ 190.00 /hr	570.00
Michael A. Marrs	4.20 hours at \$ 190.00 /hr	798.00
Carol Pinkston	3.70 hours at \$ 90.00 /hr	333.00
Sarah Jeong	1.20 hours at \$ 90.00 /hr	108.00
Total hours:	<u>12.10</u>	Total Fees: <u>1,809.00</u>

**Detailed Disbursements**

	Photocopies	38.60
1/5/2021	Research Service Fee Obtain Final Order	37.00 (1)
1/7/2021	Obtain signature/stamp and deliver documents	75.00 (2)
1/7/2021	Obtain signature/stamp, deliver documents	75.00 (3)
1/7/2021	Obtain signature/stamp and deliver documents	75.00 (4)
	Total Disbursements:	<u>300.60</u>

**Total Current Billing: 2,109.60**

Previous Trust Balance:	0.00	Previous Balance Before Payments:	16,186.30
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	- 0.00
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	16,186.30
		Total Current Billing:	+ <u>2,109.60</u>
		<b>Total Now Due:</b>	<b><u><u>18,295.90</u></u></b>

Michael T. Jurusik



20 N. Clark St., Suite 850  
 Chicago, IL. 60602  
 PH: 312-782-7361  
 Fax: 312-782-2838  
 Amlegalchicago.com

① page 1  
 226098

Date of Order: 1/5/21 Rush: \_\_\_\_\_

Case# 04COTD 6223

Client Ref: 1849-047

Client Email: \_\_\_\_\_

*K. Lier*  
 Ordered By: *Carol*

- Cook
- Cook Suburban 2-6
- DuPage County
- McHenry County
- Winnebago County
- Federal Record Center
- IL. Industrial Commission
- State of Illinois
- Misc. \_\_\_\_\_
- Lake County
- Will County
- Kane County
- DeKalb County
- Kendall County
- Kankakee County
- Appellate Court(s)

Phone: 312-984-6454 Fax: \_\_\_\_\_

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| <input type="checkbox"/> Criminal Search     | <input type="checkbox"/> Civil Search       | <input type="checkbox"/> Fee Filing             | <input type="checkbox"/> Birth Certificate |
| <input type="checkbox"/> Identity Search     | <input type="checkbox"/> Judgment Search    | <input type="checkbox"/> Courtesy Copy - ST     | <input type="checkbox"/> Death Certificate |
| <input type="checkbox"/> Misdemeanor Search  | <input type="checkbox"/> Document Retrieval | <input type="checkbox"/> Courtesy Copy - FD     | <input type="checkbox"/> Marriage License  |
| <input type="checkbox"/> Traffic Search      | <input type="checkbox"/> Worker Comp Call   | <input type="checkbox"/> Estimate of Redemption | <input type="checkbox"/> Assume Names      |
| <input type="checkbox"/> UCC Search - County | <input type="checkbox"/> Worker Comp Search | <input type="checkbox"/> Water Certification    | <input type="checkbox"/> Police Report     |
| <input type="checkbox"/> UCC Search - State  | <input type="checkbox"/> Motion(s)          | <input type="checkbox"/> Zoning                 | <input type="checkbox"/> Driver Abstract   |
| <input type="checkbox"/> State Tax Search    | <input type="checkbox"/> Non-Fee Filing     | <input type="checkbox"/> Record Document(s)     | <input type="checkbox"/> Certified Copies  |
| <input type="checkbox"/> Federal Tax search  | <input type="checkbox"/> Routine Motion(s)  | <input type="checkbox"/> Building Registration  | <input type="checkbox"/> Other _____       |

Keyword (Office Use Only) \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Company Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_ SSN: \_\_\_\_\_ DLN: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Copies of:  Complaint  Answer  Amendment/Counter Claim  Disposition

*Pin # 15-10-007-001-0000*  
*obtain final Order for Police*  
*1 page copy of final order*  
*Delivered to Counsel 1/5/21*  
*Completed 1/5/21*  
 Entered Date: 130 Emailed: \_\_\_\_\_

Advances: \$ 2.00  
 20% Advance Charges: \$ \_\_\_\_\_  
 Research Fee \$ 35.00  
 Scan Fee: \$ \_\_\_\_\_  
 Shipping Fee: \$ \_\_\_\_\_  
 Total Fee(s): \$ 37.00  
 Completed Date: 1/5/21  
 Completed By: Car

**IMPORTANT NOTE:** The accuracy of the information submitted by the requester will directly determine the accuracy of the search results. AM Legal Services, Inc. cannot be held liable for inaccuracies contained in public recorded information, databases accessed, or requests submitted by the subscriber. AM Legal Services, Inc. warrants only the exercise of reasonable care in the searching of public record databases.

① page 2

**KLEIN THORPE AND JENKINS RUN SHEET**

**CONTACT: CAROL**

**312 984 6454 OR 312 984 6400**

**SCAN: NO**

**TO: CPINKSTON@ktjlaw.com**

**REVIEWED BY: CP**

**TODAY'S DATE: 01/04/2020**

**DATE COMPLETED: 1/5/2020**

**PARALEGAL'S INITIALS: SJ**

**CLIENT NO.: 1849-047**

**REQUESTED BY: CP**

**RETURN TO: CAROL**

**FEE REQUIRED: NO**

**CASE NO. # 04COTD6223**

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**COOK COUNTY CIRCUIT COURT**

**INSTRUCTIONS:**

- **PLEASE OBTAIN THE FINAL ORDER FOR THE FOLLOWING:**
  - Case No. 2004COTD6223
    - PIN: 15-10-007-001-0000
  
- **RETURN TO CAROL**

Please call me if you have any questions.  
Thank you  
Carol

② page 1

226104



20 N. Clark St., Suite 850  
Chicago, IL. 60602  
PH: 312-782-7361  
Fax: 312-782-2838  
Amlegalchicago.com

Date of Order: 1/7/21 Rush: *[initials]*

Case# \_\_\_\_\_

Client Ref: 1849,047

Client Email: \_\_\_\_\_

*Klein*  
Ordered By: *Coral*

- Cook
- Cook Suburban 2-6
- DuPage County
- McHenry County
- Winnebago County
- Federal Record Center
- IL. Industrial Commission
- State of Illinois
- Misc.
- Lake County
- Will County
- Kane County
- DeKalb County
- Kendall County
- Kankakee County
- Appellate Court(s)

Phone: *(312) 964-6454* Fax: \_\_\_\_\_

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| <input type="checkbox"/> Criminal Search     | <input type="checkbox"/> Civil Search       | <input type="checkbox"/> Fee Filing             | <input type="checkbox"/> Birth Certificate |
| <input type="checkbox"/> Felony Search       | <input type="checkbox"/> Judgment Search    | <input type="checkbox"/> Courtesy Copy - S*     | <input type="checkbox"/> Death Certificate |
| <input type="checkbox"/> Misdemeanor Search  | <input type="checkbox"/> Document Retrieval | <input type="checkbox"/> Courtesy Copy - FD     | <input type="checkbox"/> Marriage License  |
| <input type="checkbox"/> Traffic Search      | <input type="checkbox"/> Worker Comp Call   | <input type="checkbox"/> Estimate of Redemption | <input type="checkbox"/> Assume Names      |
| <input type="checkbox"/> UCC Search - County | <input type="checkbox"/> Worker Comp Search | <input type="checkbox"/> Water Certification    | <input type="checkbox"/> Police Report     |
| <input type="checkbox"/> UCC Search - State  | <input type="checkbox"/> Motion(s)          | <input type="checkbox"/> Zoning                 | <input type="checkbox"/> Driver Abstract   |
| <input type="checkbox"/> State Tax Search    | <input type="checkbox"/> Non-Fee Filing     | <input type="checkbox"/> Record Document(s)     | <input type="checkbox"/> Certified Copies  |
| <input type="checkbox"/> Federal Tax search  | <input type="checkbox"/> Routine Motion(s)  | <input type="checkbox"/> Building Registration  | <input type="checkbox"/> Other _____       |

Keyword (Office Use Only) 1819 S. 12th Avenue, Maywood IL

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Company Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_ SSN: \_\_\_\_\_ DLN: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Copies of:  Complaint  Answer  Amendment/Counter Claim  Disposition

*7 envelope to prepare and obtain Security Stamp*  
*INT# 15-15-405-608-0000*  
*138*

Advances: \$ \_\_\_\_\_  
 20% Advance Charges: \$ \_\_\_\_\_  
 Research Fee \$ 75.00  
 Scan Fee: \$ \_\_\_\_\_  
 Shipping Fee: \$ \_\_\_\_\_  
 Total Fee(s): \$ 75.00  
 Completed Date: 1/7/21  
 Completed By: *cu*

Entered Date: \_\_\_\_\_ Emailed: \_\_\_\_\_

**IMPORTANT NOTE:** The accuracy of the information submitted by the requester will directly determine the accuracy of the search results. AM Legal Services, Inc. cannot be held liable for inaccuracies contained in public recorded information, databases accessed, or requests submitted by the subscriber. AM Legal Services, Inc. warrants only the exercise of reasonable care in the searching of public record databases.

② pages 2

VCP

**KLEIN THORPE AND JENKINS RUN SHEET**

**CONTACT: CAROL**

**312.984.6454 OR 312.984.6400**

**SCAN: NO**

**TO: CPINKSTON@ktjlaw.com**

**REVIEWED BY: CP**

**TODAY'S DATE: 1/7/2021**

**DATE COMPLETED:**

**PARALEGAL'S INITIALS: CP**

**CLIENT NO.: 1849.047**

**REQUESTED BY: MAM**

**RETURN TO: CAROL**

**FEE REQUIRED:**

**VARIOUS COOK COUNTY AGENCIES**

**PIN: 15-15-405-008-0000**

**1819 S. 12th Avenue, Maywood, IL**

**INSTRUCTIONS**

- **PLEASE HAND DELIVER ENVELOPES AND OBTAIN SIGNATURE / STAMP ON ATTACHED SHEET**
- **RETURN TO CAROL**

Please call me if you have any questions  
Thank you  
Carol

③ page 1  
226105  
AM Legal Services, Inc.



20 N. Clark St., Suite 850  
Chicago, IL. 60602  
PH: 312-782-7361  
Fax: 312-782-2838  
Amlegalchicago.com

Date of Order: 1/7/21 Rush: \_\_\_\_\_  
Case# \_\_\_\_\_  
Client Ref: 1849,047  
Client Email: \_\_\_\_\_

*W. Klein*  
Ordered By: *Coul*

- Cook
- Cook Suburban 2-6
- DuPage County
- McHenry County
- Winnebago County
- Federal Record Center
- IL. Industrial Commission
- State of Illinois
- Misc. \_\_\_\_\_
- Lake County
- Will County
- Kane County
- DeKalb County
- Kendall County
- Kankakee County
- Appellate Court(s)

Phone: (312) 984-6454 Fax: \_\_\_\_\_

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Criminal Search     | <input type="checkbox"/> Civil Search       | <input type="checkbox"/> Fee Filing             | <input type="checkbox"/> Birth Certificate |
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| <input type="checkbox"/> Misdemeanor Search  | <input type="checkbox"/> Document Retrieval | <input type="checkbox"/> Courtesy Copy - FD     | <input type="checkbox"/> Marriage License  |
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Keyword (Office Use Only) 1314 S. 4th Avenue, Maywood, IL

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_ SSN: \_\_\_\_\_ DLN: \_\_\_\_\_ State: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Copies of:  Complaint  Answer  Amendment/Counter Claim  Disposition

*Pin# 15-14-128-007-0000*  
*7 envelopes to be dropped off at Stamps Received Box*  
*138*

Advances: \$ \_\_\_\_\_  
 20% Advance Charges: \$ \_\_\_\_\_  
 Research Fee \$ 75.00  
 Scan Fee: \$ \_\_\_\_\_  
 Shipping Fee: \$ \_\_\_\_\_  
 Total Fee(s): \$ 75.00  
 Completed Date: 1/7/21  
 Completed By: *Coul*

Entered Date: \_\_\_\_\_ Emailed: \_\_\_\_\_

**IMPORTANT NOTE:** The accuracy of the information submitted by the requester will directly determine the accuracy of the search results. AM Legal Services, Inc. cannot be held liable for inaccuracies contained in public recorded information, databases accessed, or requests submitted by the subscriber. AM Legal Services, Inc. warrants only the exercise of reasonable care in the searching of public record databases.

3 page 2

**KLEIN THORPE AND JENKINS RUN SHEET**

**CONTACT: CAROL**

**312 984 6454 OR 312 984 6400**

**SCAN: NO**

**TO: CPINKSTON@ktjlaw.com**

**REVIEWED BY: CP**

**TODAY'S DATE: 1/7/2021**

**DATE COMPLETED**

**PARALEGAL'S INITIALS**

**CLIENT NO: 1849.047**

**REQUESTED BY: MAM**

**RETURN TO: CAROL**

**FEE REQUIRED:**

**VARIOUS COOK COUNTY AGENCIES**

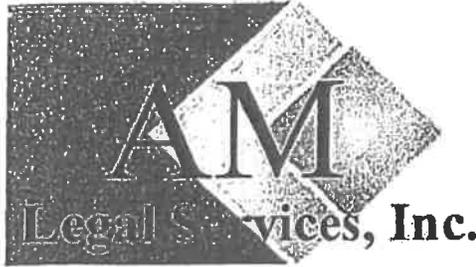
**PIN: 15-14-128-007-0000**

**1314 S. 4<sup>th</sup> Avenue, Maywood, IL**

**INSTRUCTIONS:**

- **PLEASE HAND DELIVER ENVELOPES AND OBTAIN SIGNATURE / STAMP ON ATTACHED SHEET**
- **RETURN TO CAROL**

Please call me if you have any questions  
Thank you  
Carol



20 N. Clark St., Suite 850  
 Chicago, IL. 60602  
 PH: 312-782-7361  
 Fax: 312-782-2838  
 Amlegalchicago.com

④ page 1  
 206/06

Date of Order: 1/7/21 Rush: PL 1/18

Case# \_\_\_\_\_

Client Ref: 1849.047

Client Email: \_\_\_\_\_

Klein  
 Ordered By: Cool

- Cook
- Cook Suburban 2-6
- DuPage County
- McHenry County
- Winnebago County
- Federal Record Center
- IL. Industrial Commission
- State of Illinois
- Misc. \_\_\_\_\_
- Lake County
- Will County
- Kane County
- DeKalb County
- Kendall County
- Kankakee County
- Appellate Court(s)

Phone: 312-984-6404 Fax: \_\_\_\_\_

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Criminal Search     | <input type="checkbox"/> Civil Search       | <input type="checkbox"/> Fee Filing             | <input type="checkbox"/> Birth Certificate           |
| <input type="checkbox"/> Felony Search       | <input type="checkbox"/> Judgment Search    | <input type="checkbox"/> Courtesy Copy - ST     | <input type="checkbox"/> Death Certificate           |
| <input type="checkbox"/> Misdemeanor Search  | <input type="checkbox"/> Document Retrieval | <input type="checkbox"/> Courtesy Copy - FD     | <input checked="" type="checkbox"/> Marriage License |
| <input type="checkbox"/> Traffic Search      | <input type="checkbox"/> Worker Comp Call   | <input type="checkbox"/> Estimate of Redemption | <input type="checkbox"/> Assume Names                |
| <input type="checkbox"/> UCC Search - County | <input type="checkbox"/> Worker Comp Search | <input type="checkbox"/> Water Certification    | <input type="checkbox"/> Police Report               |
| <input type="checkbox"/> UCC Search - State  | <input type="checkbox"/> Motion(s)          | <input type="checkbox"/> Zoning                 | <input type="checkbox"/> Driver Abstract             |
| <input type="checkbox"/> State Tax Search    | <input type="checkbox"/> Non-Fee Filing     | <input type="checkbox"/> Record Document(s)     | <input type="checkbox"/> Certified Copies            |
| <input type="checkbox"/> Federal Tax search  | <input type="checkbox"/> Routine Motion(s)  | <input type="checkbox"/> Building Registration  | <input type="checkbox"/> Other _____                 |

Keyword (Office Use Only) 1 S. 21st Avenue, Maywood, IL

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Company Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_ SSN: \_\_\_\_\_ DLN: \_\_\_\_\_ State: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Copies of:  Complaint  Answer  Amendment/Counter Claim  Disposition

Pin # 15-10-117-001-0000  
7 enclosures to be dropped off and to get receipt stamps  
135

Advances: \$ \_\_\_\_\_  
 20% Advance Charges: \$ \_\_\_\_\_  
 Research Fee \$ 75.00  
 Scan Fee: \$ \_\_\_\_\_  
 Shipping Fee: \$ \_\_\_\_\_  
 Total Fee(s): \$ 75.00  
 Completed Date: 1/7/21  
 Completed By: CEU

Entered Date: \_\_\_\_\_ Emailed: \_\_\_\_\_

**IMPORTANT NOTE:** The accuracy of the information submitted by the requester will directly determine the accuracy of the search results. AM Legal Services, Inc. cannot be held liable for inaccuracies contained in public recorded information, databases accessed, or requests submitted by the subscriber. AM Legal Services, Inc. warrants only the exercise of reasonable care in the searching of public record databases.

④ page 2

**KLEIN THORPE AND JENKINS RUN SHEET**

**CONTACT: CAROL**

**312 984 6454 OR 312 984 6400**

**SCAN: NO**

**TO: CPINKSTON@ktjlaw.com**

**REVIEWED BY: CP**

**TODAY'S DATE: 1/7/2021**

**DATE COMPLETED: 1/7/21**

**PARALEGAL'S INITIALS: SS**

**CLIENT NO.: 1849,047**

**REQUESTED BY: MAM**

**RETURN TO: CAROL**

**FEE REQUIRED:**

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**VARIOUS COOK COUNTY AGENCIES**

**PIN: 15-10-117-001-0000**

**1 S 21<sup>st</sup> Avenue, Maywood, IL**

**INSTRUCTIONS:**

- **PLEASE HAND DELIVER ENVELOPES AND OBTAIN SIGNATURE / STAMP ON ATTACHED SHEET**
- **RETURN TO CAROL**

Please call me if you have any questions  
Thank you  
Carol

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-050

Statement # 216188  
For Legal Services Rendered through January 31, 2021  
Plan Commission/ZBA

<b>Professional Fees</b>			Hours	Amount
1/6/2021	MTJ	Communications with Lara re re-zoning petition filed by AVW for 109 South 9th Avenue and 115 South 9th Avenue properties (change from R-3 Two Family residential to BIP Business Industrial Park) so AVW can construct a parking lot with 37 spaces	0.30	57.00
1/8/2021	MTJ	Communications with Lara re re-zoning and variation issues for AVW for 109 South 9th Avenue and 115 South 9th Avenue properties (change from R-3 Two Family residential to BIP Business Industrial Park) and impact of Land Bank property acquisition on project and additional zoning relief and dates for holding zoning hearing	0.50	95.00
1/12/2021	MTJ	Communication from Lara re February 3 public hearing for rezoning of 109 to 115 South 9th Avenue property and updated re-zoning request from AVW due to delay in property acquisition and proposed revision of parking variance request from providing 66 spaces and providing 55 space (required parking: 68 spaces) and receipt and partial review of draft zoning hearing notice for AVW Parking lot - PCZBA Case 21-001	0.30	57.00
1/13/2021	MTJ	Communication with Lara re conditions to add to parking variation ordinance for AVW Parking lot - PCZBA Case 21-001	0.20	38.00
1/13/2021	MAM	Review and edit public hearing notice re AVW rezoning and parking variation; review previous request and approvals related to AVW expansion project	1.10	209.00
			<b>Total Fees:</b>	<u>456.00</u>

### Rate Summary

Michael T. Jurusik	1.30 hours at \$ 190.00 /hr	247.00
Michael A. Marrs	1.10 hours at \$ 190.00 /hr	209.00

Total hours: 2.40

Total Fees: 456.00

**Total Current Billing: 456.00**

Previous Trust Balance: 0.00

Change in Trust: 0.00

Trust Balance: 0.00

Previous Balance Before Payments: 5,051.00

Less Payment(s) Received: - 0.00

Previous Balance Due: 5,051.00

Total Current Billing: + 456.00

**Total Now Due: 5,507.00**

Michael T. Jurusik

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-359

Statement # 216194  
For Legal Services Rendered through January 31, 2021  
Tax Deed / 415 Roosevelt Rd. (Roosevelt Road TIF --  
Reimb.)

Professional Fees	Hours	Amount
1/6/2021      MTJ      Communications with Perkins re original assignment of tax deed project	0.30	57.00
1/8/2021      MTJ      Review file and review Section 6 of attached Resolution No. R-2013-16 re Village Board approval for KTJ to work on tax deed proceedings for 415 Roosevelt Road and 2120 South 5th Avenue properties and preparation and sending of transmittal email with Resolution to and communication with Perkins and Norfleet re same	0.60	114.00
1/8/2021      JAW      Review of documents re: initiation of 415 Roosevelt Road tax deed project in response to Mayor inquiry	0.50	95.00
1/11/2021     JAW      Participation in status call to Court re Village emergency motion to secure property; draft continuance order	0.50	95.00
1/11/2021     CP        Communication with M. Marchese / Judge Karkula regarding Order for Continuance of 2018COTD004238	0.40	36.00
	<b>Total Fees:</b>	<b>397.00</b>

### Rate Summary

Michael T. Jurusik	0.90 hours at \$ 190.00/hr	171.00
John Allen Wall	1.00 hours at \$ 190.00/hr	190.00
Carol Pinkston	0.40 hours at \$ 90.00/hr	36.00
<b>Total hours:</b>	<b>2.30</b>	<b>Total Fees:</b> <span style="border-top: 1px solid black;">397.00</span>

### Detailed Disbursements

	Photocopies	1.20
1/18/2021	Scanning services Scan/Bate Stamp/Thumb Drive	471.40 (1)

Total Disbursements: 472.60

**Payments**

2/17/2021	Payment	2,302.80
Total Payments:		<u>2,302.80</u>

**Total Current Billing: 869.60**

Previous Trust Balance:	0.00
Change in Trust:	<u>0.00</u>
Trust Balance:	<u><u>0.00</u></u>

Previous Balance Before Payments:	1,734.30
Less Payment(s) Received:	<u>- 2,302.80</u>
Previous Balance Due:	-568.50
Total Current Billing:	<u>+ 869.60</u>

**Total Now Due: 301.10**

Michael T. Jurusik

①

# STATEMENT



20 N. Wacker Drive, Suite 1938  
Chicago, IL 60606  
FEIN No. 28-2503505

Account No.	Date
C1253	1/14/2021

Current	30 Days	60 Days
\$0.00	\$471.40	\$0.00
90 Days	120 Days & Over	Total Due
\$0.00	\$0.00	\$471.40

Klein, Thorpe & Jenkins, LTD  
Klein, Thorpe & Jenkins, LTD  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606

Page 1 of 1

Invoice Date	Invoice No.	Balance	Order Date	Records Of	Case Name
12/14/2020	28249	471.40	12/14/2020	Scan Bates Print Save - 6 Redwells	Scan-Bates-Print-Save on Thumb Drive

Tax ID: 26-2503505

Phone: 312-984-6400 Fax:

*Please detach bottom portion and return with payment.*

Klein, Thorpe & Jenkins, LTD  
Klein, Thorpe & Jenkins, LTD  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606

Account No. : C1253  
Date : 1/14/2021  
**Total Due : \$ 471.40**

Remit To: **iCopy**  
**20 N. Wacker Drive, Suite 1938**  
**Chicago, IL 60606**

## Klein, Thorpe and Jenkins, Ltd.

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-371

Statement # 216195  
For Legal Services Rendered through January 31, 2021  
TIF - St. Charles Road (Escrow #6 -- Economic Incentives &  
Projects -- Reimb.)

<b>Professional Fees</b>	<b>Hours</b>	<b>Amount</b>
1/5/2021      MTJ      Communication with Smith and developer (XSite - Maywood Equity Group) re status of developer obligations for closing and conveyance of 1st and Lake Street Properties	0.30	66.00
1/6/2021      MTJ      Communications from Smith and developer (XSite - Maywood Equity Group) re status of developer obligations for closing and conveyance of 1st Avenue and Lake Street Properties for Commercial Development Project and and status of 1st Avenue and Ohio Street Commercial Development Project and request by developer for extensions of time and waivers of conditions set forth in Redevelopment Agreement for 1st Avenue and Lake Street Properties for Commercial Development Project and update file re same	0.30	66.00
1/8/2021      MTJ      Conference call with Smith and developer (XSite - Maywood Equity Group) re status of developer obligations for closing and conveyance of 1st Avenue and Lake Street Properties for Commercial Development Project and and status of 1st Avenue and Ohio Street Commercial Development Project and update file re same	1.50	330.00
1/29/2021      MTJ      Receipt and review of updated topographical survey for NM Corner of 1st Avenue and Lake Street Project and communication from developer's attorney re survey issues and title work and update file re same	0.30	66.00
<b>Total Fees:</b>		<b>528.00</b>

<b>Rate Summary</b>		
Michael T. Jurusik	2.40 hours at \$ 220.00 /hr	528.00
Total hours:	2.40	Total Fees: 528.00

**Payments**

2/17/2021	Payment	462.80
Total Payments:		<u>462.80</u>

**Total Current Billing:** 528.00

Previous Trust Balance:	0.00
Change in Trust:	<u>0.00</u>
Trust Balance:	<u><u>0.00</u></u>

Previous Balance Before Payments:	947.80
Less Payment(s) Received:	<u>- 462.80</u>
Previous Balance Due:	485.00
Total Current Billing:	<u>+ 528.00</u>
<b>Total Now Due:</b>	<u><b>1,013.00</b></u>

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-417

Statement # 216196  
For Legal Services Rendered through January 31, 2021  
911 Dispatch Consolidation

<b>Professional Fees</b>			Hours	Amount
1/27/2021	MTJ	Receipt and preliminary review of IKE Hiring Qualifications & Essential Job Functions re Telecommunication (draft redline V3) 2020, IKE Performance Evaluation Form (2020) and IKE 911 Center Rules Regulations (draft) 2021 and communication with IKE 911 Dispatch Center working group re same and update file re same	0.50	95.00
			<b>Total Fees:</b>	<u>95.00</u>

**Rate Summary**

Michael T. Jurusik	0.50 hours at \$ 190.00/hr	95.00
	<b>Total hours:</b> <u>0.50</u>	<b>Total Fees:</b> <u>95.00</u>

**Total Current Billing:** 95.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	57.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	57.00
		Total Current Billing:	<u>+ 95.00</u>
		<b>Total Now Due:</b>	<u><u>152.00</u></u>

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021

Matter ID: 1849-460

Statement # 216197  
For Legal Services Rendered through January 31, 2021  
Park District Matters

<b>Professional Fees</b>			<b>Hours</b>	<b>Amount</b>
1/4/2021	MTJ	Communication with Norfleet and Jones re status of Intergovernmental Agreement with Park District re conveyance of certain parks and the Glenn Doc Rivers Family Basketball Court Project	0.30	57.00
1/4/2021	MAM	Review status of IGA; summarize current status of same for upcoming discussion between Village and Park District	0.90	171.00
1/6/2021	MAM	Compile materials for Park District BOT agenda item	0.40	76.00
1/7/2021	MAM	Communication to Village staff re Park District IGA matters; draft memo to BOT re current status of IGA	1.40	266.00
1/26/2021	MTJ	Communications with Village staff and Mayor's Office re Village Board Meeting direction at January 19 Special Village Board Meeting re combined joint meeting of the Village Board and Park Board to discuss the open items in the IGA	0.30	57.00
			<b>Total Fees:</b>	<u>627.00</u>

**Rate Summary**

Michael T. Jurusik	0.60 hours at \$ 190.00 /hr	114.00
Michael A. Marrs	2.70 hours at \$ 190.00 /hr	513.00
<b>Total hours:</b>	<u>3.30</u>	<b>Total Fees:</b> <u>627.00</u>

		<b>Total Current Billing:</b>	<u>627.00</u>
		<hr/>	
		Previous Balance Before Payments:	1,900.00
Previous Trust Balance:	0.00	Less Payment(s) Received:	<u>- 0.00</u>
Change in Trust:	<u>0.00</u>	Previous Balance Due:	1,900.00
		Total Current Billing:	<u>+ 627.00</u>
Trust Balance:	<u>0.00</u>		
		<b>Total Now Due:</b>	<u>2,527.00</u>

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
 Suite 1660  
 Chicago, IL 60606  
 (312)984-6400

Village of Maywood  
 Mayor Edwenna Perkins  
 40 Madison Street  
 Maywood, IL 60153

Statement Date: February 28, 2021  
 Matter ID: 1849-470

Statement # 216199  
 For Legal Services Rendered through January 31, 2021  
 First Avenue Water Main & Easement Acquisition Project  
 (Reimbursable from Madison Street/Washington Blvd. TIF  
 District)

<b>Professional Fees</b>			Hours	Amount
1/14/2021	MAM	Communication to property owner re need to show ownership - Parcels 13 and 17	0.20	44.00
			<b>Total Fees:</b>	<u>44.00</u>

<b>Rate Summary</b>			
Michael A. Marrs	0.20 hours at \$ 220.00 /hr		44.00
Total hours:	<u>0.20</u>	Total Fees:	<u>44.00</u>

**Detailed Disbursements**

Photocopies	0.20
<b>Total Disbursements:</b>	<u>0.20</u>

**Total Current Billing:** 44.20

Previous Trust Balance:	0.00	Previous Balance Before Payments:	4,637.63
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 0.00</u>
Trust Balance:	<u>0.00</u>	Previous Balance Due:	4,637.63
		Total Current Billing:	<u>+ 44.20</u>
		<b>Total Now Due:</b>	<u><b>4,681.83</b></u>

Michael T. Jurusik

**Klein, Thorpe and Jenkins, Ltd.**

20 N. Wacker Drive  
Suite 1660  
Chicago, IL 60606  
(312)984-6400

Village of Maywood  
Mayor Edwenna Perkins  
40 Madison Street  
Maywood, IL 60153

Statement Date: February 28, 2021  
Matter ID: 1849-500

Statement # 216200  
For Legal Services Rendered through January 31, 2021  
COVID-19 Matters

<b>Professional Fees</b>			Hours	Amount
1/20/2021	MTJ	Communication from Talley re COVID-19 mask mandate for police personnel in the police station and when addressing the public	0.20	38.00
			<b>Total Fees:</b>	<u>38.00</u>

<b>Rate Summary</b>			
Michael T. Jurusik		0.20 hours at \$ 190.00 /hr	38.00
	<b>Total hours:</b>	<u>0.20</u>	<b>Total Fees:</b> <u>38.00</u>

**Payments**

12/3/2020	Payment	190.00
12/3/2020	Payment	193.00
		<b>Total Payments:</b> <u>383.00</u>

**Total Current Billing:** 38.00

Previous Trust Balance:	0.00	Previous Balance Before Payments:	383.00
Change in Trust:	<u>0.00</u>	Less Payment(s) Received:	<u>- 383.00</u>
Trust Balance:	<u><u>0.00</u></u>	Previous Balance Due:	0.00
		Total Current Billing:	<u>+ 38.00</u>
		<b>Total Now Due:</b>	<u><u>38.00</u></u>

Michael T. Jurusik

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** March 11, 2021  
**SUBJECT:** Payment Approval, Accu-tron Computer Service

**SPECIFIC ACTION REQUESTED:** Payment approval of the invoice dated #INV212030 for computer consulting services for the month of March 2021.

**RECOMMENDATION:** It is recommendation that the total payments of \$6,300.00 be approved for payment. The expense account to be charged: 01-18-51700.

AccuTron Systems, Inc.

125 N. Halsted Street  
Suite 303A  
IL 60661

# Invoice

Date	Invoice #
3/10/2021	212030

<b>Bill To</b>
Village of Maywood 40 Madison Street Maywood, IL 60153

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Computer Consulting Services for the Month of March 2021 Computer Consulting Services for the week ending March 5, 2021 Computer Consulting Services for the week ending March 12, 2021 Computer Consulting Services for the week ending March 19, 2021 Computer Consulting Services for the week ending March 26, 2021	6,300.00	6,300.00
<p><b>Recommended To Be Paid</b>            Dept.Head: <u>Willie Voylet</u>            Expense Acct: _____            Date: <u>3-11-21</u> PO # _____</p>			
		<b>Total</b>	\$6,300.00

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** March 11, 2021  
**SUBJECT:** Payment Approval, Harris Computer Systems

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #MN00004324 dated 12/15/2020 prorated maintenance.

**RECOMMENDATION:** It is recommendation that the total payments of \$12,482.24 be approved for payment. The expense account to be charged: Various Accounts.



Remit To: Harris Computer Systems  
 PO Box 74007259  
 Chicago, IL 60674-7259

Invoice  
 Date  
 Page

MN00004324  
 12/15/2020  
 1 of 1

**Recommended To Be Paid**

Dept. Head: Willie Boyles Bill To

Expense Acct: \_\_\_\_\_ Maywood, Village of  
 Date: \_\_\_\_\_ PO # \_\_\_\_\_ 40 Madison Street  
 Maywood, IL 60153  
 USA

Maywood, Village of  
 40 Madison Street  
 Maywood, IL 60153  
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	MAY01		LOCAL DELIVERY	MN NOV

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	To replace Invoice # MN4263. November MSi Maintenance: Plus 3 additional Months for not providing No	US\$0.00	US\$0.00
1.00	MSI PROP MAINT	Accounts Payable: November 2020	US\$168.45	US\$168.45
1.00	MSI PROP MAINT	Accounts Receivable: November 2020	US\$127.13	US\$127.13
1.00	MSI PROP MAINT	Budget Planning: November 2020	US\$116.64	US\$116.64
1.00	MSI PROP MAINT	Business Licensing: November 2020	US\$127.13	US\$127.13
1.00	MSI PROP MAINT	Cash Register: November 2020	US\$168.30	US\$168.30
1.00	MSI PROP MAINT	Cash Register - PD: November 2020	US\$47.62	US\$47.62
1.00	MSI PROP MAINT	Fixed Assets: November 2020	US\$130.36	US\$130.36
1.00	MSI PROP MAINT	General Ledger: November 2020	US\$168.30	US\$168.30
1.00	MSI PROP MAINT	Payroll: November 2020	US\$214.11	US\$214.11
1.00	MSI PROP MAINT	Parking Tickets: November 2020	US\$168.30	US\$168.30
1.00	MSI PROP MAINT	Service Requests: November 2020	US\$159.02	US\$159.02
1.00	MSI PROP MAINT	Utility Billing: November 2020	US\$397.34	US\$397.34
1.00	MSI PROP MAINT	Vehicle Licensing: November 2020	US\$105.94	US\$105.94
1.00	MSI PROP MAINT	Symbol 5pt 1500: November 2020	US\$29.66	US\$29.66
1.00	MSI TP MAINT	FinePrint: November 2020	US\$24.42	US\$24.42
1.00	MSI PROP MAINT	Cash Register - Rec Dept: November 2020	US\$26.44	US\$26.44
1.00	MSI TP MAINT	Relativity: November 2020	US\$127.13	US\$127.13
1.00	MSI TP MAINT	RM Runtime: November 2020	US\$79.51	US\$79.51
1.00	MSI TP MAINT	RM Runtime - PD: November 2020	US\$24.42	US\$24.42
1.00	MSI PROP MAINT	Purchase Orders - Create a customer Parking Ticket Report: November 2020	US\$183.53	US\$183.53
1.00	MSI PROP MAINT	Permit Tracking/PF: November 2020	US\$151.35	US\$151.35
1.00	MSI PROP MAINT	Credit Card Processing: November 2020	US\$80.72	US\$80.72
1.00	MSI PROP MAINT	Internet Payments: November 2020	US\$60.54	US\$60.54
1.00	MSI PROP MAINT	Vehicle Licensing - Internet Payments: November 2020	US\$121.94	US\$121.94
1.00	MSI PROP MAINT	Parking Tickets - Internet Payments: November 2020	US\$90.81	US\$90.81
1.00	MSI PROP MAINT	Custom Program to Create Collection Agency File: November 2020	US\$21.45	US\$21.45
3.00	CUST DEP	MSi Maintenance Dec Feb	US\$3,120.56	US\$9,361.68

			Subtotal	US\$12,482.24
			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$12,482.24

Invoice Questions? Please call Brenda Leishman, 613-226-5511 ext 2619 or e-mail  
 bleishman@harriscomputer.com

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** March 11, 2021  
**SUBJECT:** Payment Approval, IDES

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice for contribution period ending December 31, 2020.

**RECOMMENDATION:** It is recommendation that the total payments of \$6,554.00 be approved for payment. The expense account to be charged: 01-56-40550.

# Statement of Account



#BWNKMGV  
 #CNXX X187 2793 9687#  
 VILLAGE OF MAYWOOD  
 VILLAGE OF MAYWOOD  
 40 MADISON ST ATTN: SANDRA WILSON  
 MAYWOOD IL 60153-2323

Mail Date: 02/26/2021  
 Letter ID: CNXXX18727939687

Account ID: 0800834

This statement reflects all activity as of 02/26/2021. Please submit payment using the payment instructions on the next page.

Balance if paid by 02/28/2021: \$10,129.55

Balance if paid by 03/31/2021: \$10,142.87

**0800834 - VILLAGE OF MAYWOOD**

Period	Contribution	Penalty	Interest	Other	Payments/Credits	Balance
12/31/2020	\$22,526.00	\$0.00	\$0.00	\$0.00	(\$12,396.45)	\$10,129.55
					<b>SubTotal:</b>	<b>\$10,129.55</b>

(15,972)  
6,554 OWED

Recommended To Be Paid

Dept. Head: Wille's Request

Expense Acct: \_\_\_\_\_

Date: \_\_\_\_\_ PO # \_\_\_\_\_

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY  
 33 S STATE ST, 10TH FLOOR  
 CHICAGO, IL 60603-2802

Employer Hotline: (800) 247-4984  
 Fax: (217) 557-1948

## PAYMENT VOUCHER INSTRUCTIONS

**Payment for Unemployment Insurance Taxes can be made in the following ways:**

1. **Online via MyTax Illinois Automatic Clearing House (ACH) Debit Payment:**
  - Go to [mytax.illinois.gov](http://mytax.illinois.gov). If you are a current MyTax Illinois user, select Login to MyTax Illinois and from your account (a) select Pay Outstanding Balance to make an account payment or (b) click into a specific period to make a period payment.
  - If you are not a current MyTax Illinois user, select the Sign Up Now! option and follow the instructions to create a new account. It may take up to one business day before you can make a MyTax Illinois ACH Debit payment. If you have questions, please call (800) 247-4984.
  - For additional information, go to [ides.illinois.gov](http://ides.illinois.gov) and click on the Employers tab.
  
2. **Online Electronic Fund Transfer (EFT) via ACH Credit:**
  - EFT via ACH assures your payment will take only 24 hours to process and the funds will clear your bank account the next day.
  - You must sign up to use this process and submit a form to your bank before the transfer can occur.
  - Go to [ides.illinois.gov](http://ides.illinois.gov) and search for EFT Guide for more information.
  
3. **Pay via regular check using payment voucher at the bottom of the form:**
  - Do not make any changes to the Payment Voucher.
  - Make check payable to the Illinois Department of Employment Security.
  - Enter the amount of your check in the AMOUNT PAID field.
  - Do not staple.
  - Write your UI Account Num on the memo line of the check.

(Rev 04/17)

-----  
 \*\*\* PLEASE CUT ALONG DOTTED LINE & MAIL WITH YOUR CHECK \*\*\*

Letter ID: CNXXX18727939687

# Payment Voucher

*See attached payment options and instructions*

ID	ID TYPE	VOUCHER TYPE	QUARTER	YEAR	CK
05806018962	01	01	0	00	1

AMOUNT DUE: \$ 10,129.55

AMOUNT PAID: \$ \_\_\_\_\_

**UI Account Num: 0800834**  
 VILLAGE OF MAYWOOD  
 VILLAGE OF MAYWOOD  
 40 MADISON ST ATTN: SANDRA WILSON  
 MAYWOOD IL 60153-2323

**MAIL PAYMENT TO:**  
 IL. DEPT. OF EMPLOYMENT SECURITY  
 P.O. BOX 19299  
 SPRINGFIELD, IL 62794-9300

**Illinois Department of Employment Security**  
 METRO SOUTH REGION  
 16845 SOUTH HALSTED  
 HARVEY, IL 60426  
 Phone: (708) 596-8801 · FAX: (708) 596-8814  
 ides.illinois.gov

VILLAGE OF MAYWOOD  
 Account ID: 0800834  
 Statement Period: 10/01/2020 - 12/31/2020  
 Application For Revision Due: 03/18/2021  
 Payment Due By: 03/29/2021

**CURRENT QUARTER AMOUNT DUE : 4/2020**

Social Security Number	Claimant Name	Date of Claim	Weekly Benefit Amount(\$)	Dependent Allowance (\$)	Plant Code	Num of Weeks Charged	Period Paid From	Period Paid To	Total Benefits Paid(\$)	Your Charge %	Your Share (\$)
***-**-8161	LANTGEN, MATTHEW	11/15/2020	\$484.00	\$0.00		2	11/15/2020	11/28/2020	\$968.00	100%	\$968.00
***-**-4678	EDWARDS, BARBARA L	07/12/2020	\$60.00	\$30.00		1	12/27/2020	01/02/2021	\$90.00	100%	\$90.00
***-**-4678	EDWARDS, BARBARA L	07/12/2020	\$60.00	\$30.00		10	10/04/2020	12/12/2020	\$900.00	100%	\$900.00
***-**-6607	MCDONALD, DARRELL	10/11/2020	\$484.00	\$0.00		10	10/11/2020	12/19/2020	\$4,840.00	100%	\$4,840.00
***-**-6607	MCDONALD, DARRELL	10/11/2020	\$484.00	\$0.00		1	12/27/2020	01/02/2021	\$484.00	100%	\$484.00
***-**-2308	HROBOWSKI, ROSEMARY	11/01/2020	\$72.00	\$15.00		1	12/27/2020	01/02/2021	\$87.00	100%	\$87.00
***-**-2308	HROBOWSKI, ROSEMARY	11/01/2020	\$72.00	\$15.00		6	11/01/2020	12/12/2020	\$522.00	100%	\$522.00
***-**-4299	WILLIAMS, MARK E	11/01/2020	\$484.00	\$0.00		1	12/27/2020	01/02/2021	\$484.00	100%	\$484.00
***-**-4299	WILLIAMS, MARK E	11/01/2020	\$484.00	\$0.00		8	11/01/2020	12/26/2020	\$3,872.00	100%	\$3,872.00
***-**-0467	ALLGOOD, SIDNEY L	10/25/2020	\$484.00	\$0.00		8	10/25/2020	12/19/2020	\$3,872.00	100%	\$3,872.00
***-**-0467	ALLGOOD, SIDNEY L	10/25/2020	\$484.00	\$0.00		1	12/27/2020	01/02/2021	\$484.00	100%	\$484.00
***-**-8844	THOMAS, JULIA L	05/10/2020	\$73.00	\$0.00		8	09/13/2020	11/07/2020	\$584.00	100%	\$584.00
***-**-9601	BUIE, PEGGY S	06/21/2020	\$73.00	\$0.00		12	09/27/2020	12/19/2020	\$876.00	100%	\$876.00

Illinois Department of Employment Security  
 METRO SOUTH REGION  
 16845 SOUTH HALSTED  
 HARVEY, IL 60426  
 Phone: (708) 596-8801 · FAX: (708) 596-8814  
 ides.illinois.gov

VILLAGE OF MAYWOOD  
 Account ID: 0800834  
 Statement Period: 10/01/2020 - 12/31/2020  
 Application For Revision Due: 03/18/2021  
 Payment Due By: 03/29/2021

**CURRENT QUARTER AMOUNT DUE : 4/2020**

Social Security Number	Claimant Name	Date of Claim	Weekly Benefit Amount(\$)	Dependent Allowance (\$)	Plant Code	Num of Weeks Charged	Period Paid From	Period Paid To	Total Benefits Paid(\$)	Your Charge %	Your Share (\$)
***-**-0256	CALDWELL, TOMMY L	08/23/2020	\$72.00	\$0.00		12	09/20/2020	12/12/2020	\$864.00	100%	\$864.00
***-**-0256	CALDWELL, TOMMY L	08/23/2020	\$72.00	\$0.00		1	12/27/2020	01/02/2021	\$72.00	100%	\$72.00
***-**-3728	JOHNSON, JESSIELINA	04/19/2020	\$73.00	\$0.00		4	09/20/2020	10/17/2020	\$292.00	100%	\$292.00
***-**-8254	WEST, JOHN	11/22/2020	\$484.00	\$0.00		2	11/22/2020	12/05/2020	\$968.00	100%	\$968.00
***-**-6206	LEWIS, HARVEST	08/09/2020	\$107.00	\$0.00		12	09/20/2020	12/12/2020	\$1,284.00	100%	\$1,284.00
***-**-6206	LEWIS, HARVEST	08/09/2020	\$107.00	\$0.00		1	12/27/2020	01/02/2021	\$107.00	100%	\$107.00
***-**-2251	WYATT, GREGORY	06/14/2020	\$73.00	\$0.00		12	09/20/2020	12/12/2020	\$876.00	100%	\$876.00
<b>Total Regular Benefit Amount Due :</b>									<b>22,526.00</b>		
<b>Total Extended Benefit Amount Due :</b>									<b>0.00</b>		
<b>Total Current Quarter Amount :</b>									<b>22,526.00</b>		

\* = Extended Benefit Charge

**PRIOR QUARTER CANCELLATIONS**

6,554.00  
 DUE

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** March 11, 2021  
**SUBJECT:** Payment Approval, Illinois Environmental Protection Agency

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice dated 02/16/21 for the Water Revolving Fund-Drinking Water Project.

**RECOMMENDATION:** It is recommendation that the total payments of \$27,106.99 be approved for payment. The expense account to be charged: 41-10-29903.

Statement date: 2/16/2021

**NOTICE OF PAYMENT DUE**

<b>PAYMENT IS DUE:</b> 4/14/2021	<b>TOTAL AMOUNT CURRENTLY DUE:</b>	<b>\$27,106.89</b>
	Current Principal Due:	<b>27,106.89</b>
	Current Interest Due:	<b>0.00</b>

Water Revolving Fund - Drinking Water Project    Project: L17-4463    Bill Number: 20 (Billed semiannually)

**Borrower:**

**Lender:**

Maywood  
40 Madison Street  
Maywood, IL 60153

Illinois Environmental Protection Agency  
Bureau of Water  
Infrastructure Financial Assistance Section

**CURRENT LOAN STATUS**

Loan disbursements:	1,049,508.00
Construction period interest:	<u>0.00</u>
Net amount financed:	1,049,508.00

**REPAYMENT STATUS**

Principal:	480,263.47
Repayment interest paid:	<u>0.00</u>
Total amount repaid:	480,263.47

Your next bill is currently estimated to total \$27,106.89 and it will be due on 10/14/2021.  
Prior disbursements totaling \$349,837.00 have been forgiven as of 2/16/2021.  
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**

**Recommended To Be Paid**

Dept. Head: Walter Noepfert

Expense Acct: \_\_\_\_\_

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.

Date: 2-11-21    PO # \_\_\_\_\_

**Mail payment to:**  
Illinois Environmental Protection Agency  
c/o Amalgamated Bank of Chicago  
P.O. Box 94438  
Chicago, Illinois 60690-4438

**Electronic payment include the following:**  
Amalgamated Bank of Chicago  
ABA #071003405  
CREDIT DDA #: 150002305  
Attn.: Corporate Trust  
REF: IEPA/WRF 270

**PAYMENT IS DUE:** 4/14/2021  
Water Revolving Fund - Drinking Water Project

**TOTAL AMOUNT CURRENTLY DUE:** **\$27,106.89**  
Project: L17-4463    Bill number: 20 (Billed semiannually)

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** March 11, 2021  
**SUBJECT:** Payment Approval, J.Nardulli Concrete

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #20210113 dated 01/13/2021 for construction on the referenced project which includes improvements to the following Alleys:

Alley 304 – North-South Alley between 21<sup>st</sup> Ave, and 20<sup>th</sup>, Randolph St., and Oak St  
Alley 305 – North-South Alley between 20<sup>th</sup> Ave, and 19<sup>th</sup>, Randolph St., and Oak St  
Alley 312 – “T” Alley bounded by Washington Blvd., 21<sup>st</sup> Ave., and 20<sup>th</sup> Ave.

The scope of work includes the removal and replacement of curb and gutter, sidewalks, and driveway aprons; excavation of the existing pavement; installation of an aggregate base course; installation of concrete alley pavement; installation of permeable brick pavers and infiltration area along alley pavements; restoration of disturbed sections of the parkway and alley right of ways, and other related work.

The work represented on this pay estimate includes work constructed on Alley 304, Alley 305 and Alley 312 as of March 2, 2021. The work includes the completion of punch list corrective work, completion of certain ancillary pays items, balancing of quantity measurements, and release of retainer. We have inspected the work and found the work represented by the quantities on this estimate satisfactorily completed to date.

We have also reviewed the current project quantities with representatives of J. Nardulli Concrete Inc. and have found them to be an accurate reflection of the quantities completed on the project.

**RECOMMENDATION:** It is recommendation that the total payments of \$84,892.33 be approved for payment. The expense account to be charged: To be determined.

March 7, 2021

Mr. Willie Norfleet, Jr.  
Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 6013

**Recommended To Be Paid**

Dept. Head: Willie Norfleet

Expense Acct: 1-50-52400

Date: 3-10-21 PO #                     

Re: 2020 Green Infrastructure Alley Improvements Project  
Pay Estimate No. 3 and Final

Dear Mr. Norfleet:

J.Nardulli Concrete, Inc. of Cicero, Illinois has completed construction of the referenced project. The project includes improvements to the following alleys:

- Alley 304 – North-South Alley between 21<sup>st</sup> Ave. and 20<sup>th</sup> Ave., Randolph St., and Oak St.
- Alley 305 – North-South Alley between 20<sup>th</sup> Ave., and 19<sup>th</sup> Ave., Randolph St., and Oak St.
- Alley 312 – “T” Alley bounded by Washington Blvd., Randolph St., 21<sup>st</sup> Ave., and 20<sup>th</sup> Ave.

The scope of work includes the removal and replacement of curb and gutter, sidewalks, and driveway aprons; excavation of the existing pavement; installation of an aggregate base course; installation of concrete alley pavement; installation of permeable brick pavers and infiltration area along alley pavements; restoration of disturbed sections of the parkways and alley right of ways, and other related work.

The work represented on this pay estimate includes work constructed on Alley 304, Alley 305, and Alley 312 as of March 2, 2021. The work includes the completion of punch list corrective work, completion of certain ancillary pay items, balancing of quantity measurements, and release of retainer. We have inspected the work and found the work represented by the quantities on this estimate satisfactorily completed to date. We have also reviewed the final project quantities with representatives of J.Nardulli Concrete, Inc., and have found them to be an accurate reflection of the measured final quantities completed on the project.

We therefore recommend that the Village of Maywood approve the payment of the Contractor’s Invoice No. 2021-0113 in the amount of \$84,892.33. We have attached the Contractor’s Affidavit and Waivers of Lien for this Pay Estimate No. 3 and Final. The construction of the project is being primarily funded through an MWRD Green Infrastructure Grant at a rate of 70%, with the remainder required from the General Fund. Please note that the Final Drawdown for the grant funds was submitted to the MWRD in early January, and the Village should have received the full reimbursement from MWRD at this time.

March 7, 2021

Page 2 of 2

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

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

William Peterhansen, P.E., CFM

cc: Mr. John West, Director of Public Works  
Ms. Lanya Satchell, Director of Finance  
Mr. Santino Nardulli, J.Nardulli Concrete, Inc.

Enclosures

2020 Green Infrastructure Alley Improvements Project

Owner: Village of Maywood  
 Contractor: J Nardulli Concrete, Inc.  
 Engineer: Hancock Engineering Co.  
 Engineer's Pay Estimate No. 3 and Final  
 Date: 3-7-21

No.	Item	Unit	AWARDED		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
1	Combination Curb and Gutter Removal	Foot	350	\$1,750.00	-	50	300.4	\$ 5.00	\$ 1,502.00
2	Sidewalk Removal	SqFt	1,500	\$1,500.00	-	94	1,405.6	1.00	1,405.60
3	Garage Apron Removal	SqYd	1,200	\$15,000.00	-	7	1,192.7	12.50	14,908.75
4	Pavement Removal	SqYd	275	\$4,125.00	-	94	181.1	15.00	2,716.50
5	Incidental HMA Surface Removal	SqYd	50	\$500.00	73	0	122.8	10.00	1,228.00
6	Earth Excavation for Alley Pavement	CuYd	3,750	\$137,812.50	-	92	3,658.5	36.75	134,448.04
7	Earth Excavation (Special)	CuYd	175	\$6,650.00	-	5	170.4	38.00	6,475.20
8	Trench Backfill	CuYd	100	\$3,500.00	14	0	113.7	35.00	3,979.50
9	Structures to be Reconstructed	Each	1	\$1,000.00	-	1	0.0	1,000.00	-
10	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	4	\$18,000.00	-	0	4.0	4,500.00	18,000.00
11	Type 1 Frame and Lid	Each	1	\$350.00	-	0	1.0	350.00	350.00
12	8" Diameter, PVC Storm Sewer	Foot	255	\$28,050.00	-	15	240.0	110.00	26,400.00
13	Connection to Existing Sewer	Each	3	\$3,000.00	-	2	1.0	1,000.00	1,000.00
14	Connection to Existing Manhole	Each	1	\$800.00	-	1	0.0	800.00	-
15	Inlet Filters	Each	4	\$200.00	-	1	3.0	50.00	150.00
16	Inline Check Valve, 8"	Each	1	\$3,500.00	-	0	1.0	3,500.00	3,500.00
17	Concrete Curb, Type B	Foot	300	\$7,500.00	-	15	285.2	25.00	7,130.00
18	Comb Concrete Curb and Gutter, Type B-6.12 (Modified)	Foot	350	\$7,700.00	-	50	299.7	22.00	6,593.40
19	PCC Sidewalk, 5"	SqFt	1,500	\$7,500.00	-	254	1,245.7	5.00	6,228.50
20	PCC Garage Apron, 7"	SqYd	1,200	\$62,400.00	-	7	1,193.4	52.00	62,056.80
21	Detectable Warnings	SqFt	100	\$2,500.00	20	0	120.0	25.00	3,000.00
22	PCC Alley Pavement, 8"	SqYd	2,250	\$129,375.00	76	0	2,325.7	57.50	133,727.75
23	PCC Base Course, 8"	SqYd	50	\$2,600.00	56	0	105.5	52.00	5,486.00
24	PCC Alley Return, 8"	SqYd	225	\$12,375.00	-	155	69.6	55.00	3,828.00
25	Deformed Tie Bars	Each	40	\$320.00	-	40	0.0	8.00	-
26	Edge Grade Adjustment	Foot	275	\$2,200.00	435	0	710.1	8.00	5,680.80
27	Clay Check Dam	Each	3	\$3,000.00	-	1	2.0	1,000.00	2,000.00
28	Permeable Brick Paver	SqFt	7,400	\$112,850.00	-	64	7,335.6	15.25	111,867.90
29	Incidental HMA Surface	SqYd	600	\$17,400.00	344	0	943.7	29.00	27,367.30
30	Waterproof Liner	Foot	80	\$400.00	-	30	50.0	5.00	250.00
31	Geogrid for Ground Stabilization	SqYd	3,500	\$7,875.00	-	16	3,484.5	2.25	7,840.13
32	Fabric Filter	SqYd	8,200	\$34,850.00	-	665	7,535.4	4.25	32,025.45
33	Aggregate Base Course, CA-7, 6"	SqYd	3,450	\$37,950.00	35	0	3,484.5	11.00	38,329.50
34	Aggregate Base Course, CA-1	CuYd	1,900	\$60,800.00	-	162	1,738.1	32.00	55,619.20
35	Aggregate Base Course, Type B, 9"	SqYd	600	\$6,600.00	-	89	511.3	11.00	5,624.30
36	White Wax Compound	SqYd	3,600	\$2,700.00	178	0	3,778.3	0.75	2,833.73
37	Topsoil Placement, 3"	SqYd	100	\$400.00	-	41	59.3	4.00	237.20
38	Sodding	SqYd	100	\$1,400.00	-	41	59.3	14.00	830.20
39	Supplemental Watering	Unit	6	\$90.00	-	0	6.0	15.00	90.00
40	Tree Removal	In-Dia	50	\$2,500.00	9	0	58.8	50.00	2,940.00
41	Observation Well	Each	3	\$3,000.00	1	0	4.0	1,000.00	4,000.00
42	Informational Signage	Each	3	\$810.00	-	0	3.0	270.00	810.00
43	Construction Video	Unit	6	\$690.00	-	0	6.0	115.00	690.00
44	Gas Main to be Removed	Foot	900	\$2,700.00	-	872	28.0	3.00	84.00
45	Traffic Control and Protection	L.S.	1	\$12,500.00	-	0	1.0	12,500.00	12,500.00
46	Exploratory Dlg	Foot	3	\$3,600.00	-	0	40.0	90.00	3,600.00
47	12" PVC Combination Sewer	Foot	3	\$3,900.00	-	0	10.0	390.00	3,900.00
48	Coring T-Connection for 12" PVC	Each	1	\$6,600.00	-	0	6.0	1,100.00	6,600.00

Total	\$768,722.50	\$ 769,833.74
Less Previous Pay Estimates		\$ 684,941.41
Total Amount Due, Estimate No. 3 and Final		\$ 84,892.33

# J NARDULLI CONCRETE, INC.

PCC Pavement • Curb & Gutter • Sidewalks & Driveways  
3517 South 60th Court Phone: (708) 652-3000  
Cicero, Illinois 60804 Fax: (708) 652-3006

## INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NUMBER
13-Jan-21		20210113

TO: Village of Maywood  
40 Madison Street  
Maywood, IL 60153

Re: Village of Maywood  
2020 GI Alley  
Improvements Project  
Pay Estimate No. 3 & FINAL

BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	Com. Curb & Gutter Removal	FT	300.40	5.00	1,502.00
2	Sidewalk Removal	SF	1,405.60	1.00	1,405.60
3	Garage Apron Removal	SY	1,192.70	12.50	14,908.75
4	Pavement Removal	SY	181.10	15.00	2,716.50
5	Incidental HMA Surface Removal	SY	122.80	10.00	1,228.00
6	Earth Excavation for Alley Pavement	CY	3,658.45	36.75	134,448.04
7	Earth Excavation (Special)	CY	170.40	38.00	6,475.20
8	Trench Backfill	CY	113.70	35.00	3,979.50
9	Structures to be Reconstructed	EA	-	1,000.00	-
10	Res. Depth CB 4' Dia, T1 F OL	EA	4.00	4,500.00	18,000.00
11	Type 1 Frame & Lid	EA	1.00	350.00	350.00
12	8" Dia., PVC Storm Sewer	FT	240.00	110.00	26,400.00
13	Connection to Existing Sewer	EA	1.00	1,000.00	1,000.00
14	Connection to Existing Manhole	EA	-	800.00	-
15	Inlet Filters	EA	3.00	50.00	150.00
16	Inline Check Valve, 8"	EA	1.00	3,500.00	3,500.00
17	Concrete Curb Type B	FT	285.20	25.00	7,130.00
18	Com. Con. C&G T B-6.12 (Modified)	FT	299.70	22.00	6,593.40
19	PCC Sidewalk, 5"	SF	1,245.70	5.00	6,228.50
20	PCC Garage Apron, 7"	SY	1,193.40	52.00	62,056.80
21	Detectable Warnings	SF	120.00	25.00	3,000.00
22	PCC Alley Pavement, 8"	SY	2,325.70	57.50	133,727.75
23	PCC Base Course, 8"	SY	105.50	52.00	5,486.00
24	PCC Alley Return, 8"	SY	69.60	55.00	3,828.00
25	Deformed Tie Bars	EA	-	8.00	-
26	Edge Grade Adjustment	FT	710.10	8.00	5,680.80
27	Clay Check Dam	EA	2.00	1,000.00	2,000.00
28	Permeable Brick Paver	SF	7,335.60	15.25	111,867.90
29	Incidental HMA Surface	SY	943.70	29.00	27,367.30
30	Waterproof Liner	FT	50.00	5.00	250.00

31	Geogrid for Ground Stabilization	SY	3,484.50	2.25	7,840.13
32	Filter Fabric	SY	7,535.40	4.25	32,025.45
33	Aggregate Base Course, CA-7, 6"	SY	3,484.50	11.00	38,329.50
34	Aggregate Base Course, CA-1	CY	1,738.10	32.00	55,619.20
35	Aggregate Base Course, Type B, 9"	SY	511.30	11.00	5,624.30
36	White Wax Compound	SY	3,778.31	0.75	2,833.73
37	Topsoil Placement, 3"	SY	59.30	4.00	237.20
38	Sodding	SY	59.30	14.00	830.20
39	Supplemental Watering	Unit	6.00	15.00	90.00
40	Tree Removal	In-Dia.	58.80	50.00	2,940.00
41	Observation Well	EA	4.00	1,000.00	4,000.00
42	Information Signage	EA	3.00	270.00	810.00
43	Construction Video	Unit	6.00	115.00	690.00
44	Gas Main Removed	FT	28.00	3.00	84.00
45	Traffic Control & Protection	LS	1.00	12,500.00	12,500.00
A1	Exploratory Dig	FT	40.00	90.00	3,600.00
A2	12" PVC Com. Sewer	FT	10.00	390.00	3,900.00
A3	Coring T-Connection for 12" PVC	EA	6.00	1,100.00	6,600.00
TOTAL COST TO DATE:				\$	769,833.74
LESS 0% RETAINED:				\$	-
LESS PREVIOUS ESTIMATE(S):				\$	684,941.41
<b>TOTAL AMOUNT DUE</b>					
<b>PAY ESTIMATE NO. 3 &amp; FINAL:</b>				\$	<b>84,892.33</b>

**FINAL WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS  
COUNTY OF COOK }

SS

Gyt #  
Escrow #

Pay Estimate No. 3 & FINAL

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF MAYWOOD  
to furnish LABORERS, MATERIALS, & EQUIPMENT  
for the premises known as VILLAGE OF MAYWOOD - 2020 GI ALLEY IMPROVEMENTS PROJECT  
of which VILLAGE OF MAYWOOD is the owner.

THE undersigned, for and in consideration of EIGHTY FOUR THOUSAND EIGHT HUNDRED NINETY TWO & 33/100  
84,892.33 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.\*

Additional, the undersigned hereby waives and release any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to  
the same extent the undersigned waives and releases any and all lien or claim of, or right to lien under the statutes of Illinois relating to mechanics' liens.

DATE January 13, 2021

COMPANY NAME J. NARDULLI CONCRETE, INC.  
ADDRESS 3517 S. 60th CT., CICERO, IL 60804

SIGNATURE, TITLE AND SEAL

*Jose A. Gaucin*

PRESIDENT

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

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF COOK }

SS  
SS

TO WHOM IT MAY CONCERN:

The undersigned, JOSE A. GAUCIN being duly sworn, deposes and  
says that he or she is PRESIDENT of

J. NARDULLI CONCRETE, INC. who is the  
contractor furnishing CONCRETE CONSTRUCTION work on

building located at VILLAGE OF MAYWOOD - VARIOUS LOCATIONS  
owned by VILLAGE OF MAYWOOD

That the total amount of the contract including extras\* is 769,833.74 on which he has received payment of  
684,941.41 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have  
furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or  
for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all  
labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCL. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
J. NARDULLI CONCRETE, INC.	Concrete Constr.	\$ 434,897.76	\$ 380,210.28	\$ 54,687.48	\$ -
PRAIRIE MATERIAL	Ready Mix	\$ 91,757.05	\$ 91,757.05	\$ -	\$ -
HANSON MATERIAL SERVICES	Stone/Dump	\$ 36,339.70	\$ 36,339.70	\$ -	\$ -
UNO CONSTRUCTION CO., INC.	Underground	\$ 70,524.00	\$ 51,508.55	\$ 19,017.45	\$ -
C.R. SCHMIDT	Brick Paving	\$ 111,874.00	\$ 100,686.60	\$ 11,187.40	\$ -
STEVE PIPER & SONS	Tres Service	\$ 2,940.00	\$ 2,940.00	\$ -	\$ -
MOHR OIL COMPANY	Fuel	\$ 21,501.23	\$ 21,501.23	\$ -	\$ -
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</b>		<b>\$ 769,833.74</b>	<b>\$ 684,941.41</b>	<b>\$ 84,892.33</b>	<b>\$ -</b>

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.

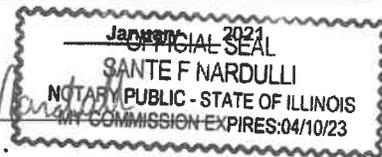
DATE January 13, 2021

SIGNATURE Jose A. Gaucin

SUBSCRIBED AND SWORN TO BEFORE ME THIS

13th

DAY OF



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

NOTARY PUBLIC  
243

**Construction Final Lien Waiver**

State of Illinois }  
County DuPage } ss.

ESCROW # \_\_\_\_\_

To Whom It May Concern:

WHEREAS the undersigned has been employed by J Nadrulli Concrete  
to furnish Underground Sewer and Drainage Work  
for the premises known as Village of Maywood 2020 GI Alley Improvements Project  
of which Village of Maywood is the owner.

The undersigned, for and in consideration of Nineteen Thousand Seventeen and 45/100  
(\$ 19,017.45) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged,  
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating  
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,  
fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from the  
owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be  
furnished at any time hereafter, by the undersigned for the above-described premises.

Date 01/14/2021 Company Name Uno Construction Co. Inc.  
Address 6037 Brookbank Rd. Downers Grove, IL 60516  
Signature and Title [Signature] President

**CONTRACTOR'S AFFIDAVIT**

State of Illinois }  
County DuPage } ss.

To Whom It May Concern:

The undersigned, (Name) Alberto Garcia being  
duly sworn, deposes and says that he or she is (Position/Title) President  
of (Company Name) Uno Construction Co. Inc.  
who is the contractor furnishing Underground Sewer and Drainage Work  
work on the building located at 2020 GI Alley Improvements Project  
owned by Village of Maywood that the total amount of the contract including extras  
is \$ 70,524.00 on which he or she has received payment of  
(CONTRACT AMOUNT)  
\$ 51,506.55 prior to this payment. That all waivers are  
(PREVIOUS PAYMENT)

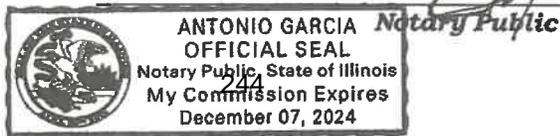
true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the  
validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said  
work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the  
construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material  
required to complete said work according to plans and specification:

**SUPPLIER INFORMATION & MATERIAL WAIVER**

NAME/ADDRESSES	WHAT FOR	CONTRACT PRICE	PREVIOUS PAYMENT	THIS PAYMENT	BALANCE TO BECOME DUE
<u>Uno Construction</u>	<u>Underground</u>	<u>70,524.00</u>	<u>51,506.55</u>	<u>19,017.45</u>	<u>0.00</u>
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>		<b>70,524.00</b>	<b>51,506.55</b>	<b>19,017.45</b>	<b>0.00</b>

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 01/14/21 Signature [Signature]  
Subscribed and sworn to before me this 14<sup>th</sup> day of January, 2021



**FINAL WAIVER OF LIEN**

State of Illinois

County of DuPage

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by J. Nardulli Concrete, Inc.  
to furnish Permeable Paving  
for the premises known as 2020 Maywood Green Alleys  
of which Village of Maywood is the owner.

THE undersigned, for and in consideration of Eleven Thousand One Hundred Eighty Seven Dollars and Forty Cents  
( \$11,187.40 ) 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, hereto furnished, or which may be  
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE: 1.13.2021

COMPANY NAME: C.R. Schmidt, Inc.  
ADDRESS: 3S215 Talbot Avenue, Warrenville, IL 60555

SIGNATURE AND TITLE Olivia Lockett 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 DuPage

TO WHOM IT MAY CONCERN

THE UNDERSIGNED, (NAME) Olivia Lockett BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) President OF  
(COMPANY NAME) C.R. Schmidt, Inc. WHO IS THE  
CONTRACTOR FURNISHING Permeable Paving WORK ON THE BUILDING  
LOCATED AT 2020 Maywood Green Alleys Maywood, IL  
OWNED BY Village of Maywood

That the total amount of the contract including extras\* is \$111,874.00 on which he or she has received payment of  
\$100,686.60 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 each, and that the items mentioned include all labor and material required to complete said work according  
to plans and specifications. Waiver is conditioned upon payment.

NAMES AND ADDRESSES	WHAT FOR	Contract Price Inc. Ext.	AMT. PAID	PAYMENT	BAL. DUE
C.R. Schmidt, Inc. - 3S215 Talbot Avenue, Warrenville, IL	Installation & Materials from Paid stock	\$111,874.00	\$100,686.60	\$11,187.40	\$0.00
					\$0.00
					\$0.00
* NO rental equipment was used!					\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPL		\$111,874.00	\$100,686.60	\$11,187.40	\$0.00

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: 1.13.2021 SIGNATURE: Olivia Lockett

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13<sup>th</sup> DAY OF Jan, 2021.

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

Alisa Mederbrach  
245 NOTARY PUBLIC  
ALISA MEDERBRACH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 03/19/22

### AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

**Notice:** This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: Village of Maywood 2020 GI Alley Improvements

Contract Number: \_\_\_\_\_

Prime Contractor's Name: J. Nardulli Concrete, Inc.

Prime's Contact Name: Santino Nardulli Estimated Completion Date: December 2020

Prime's Contact Phone #: (708) 652-3000 Status Report No.: 25% - 50% - 75% - 100%  
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
J. Nardulli Concrete	DBE/MBE SBE	\$ 434,897.76	\$ 434,897.76
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.	As prime contractor J. Nardulli Concrete, is responsible for all excavation aggregate base preparation + concrete construction activities		

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
C.R. Schmidt	WBE	\$ 111,874.00	\$ 111,874.00
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.	C.R. Schmidt will provide the installation of storm pavers and associated base course		

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
Mohr Oil Company	WBE	\$ 21,501.23	\$ 21,501.23
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.	Mohr Oil Company provided fuel for all vehicles + heavy equipment used on-site		

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: Jose A. Gaucin

Title: President - S. Nardulli Concrete, Inc.

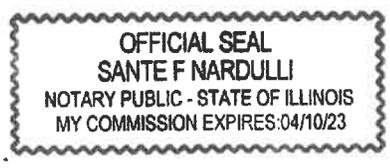
Signature: Jose A. Gaucin  
(Signature of Affiant)

Date: 1-13-2021

State of IL County (City) of Cook (Cicero)

This instrument was SUBSCRIBED and SWORN TO before me on 1-13-2021

Sante F. Nardulli  
Signature of Notary Public



TANIKA → PBM 3/16/21

## Contractor Pay Estimate

Bill Peterhansen <bpeterhansen@ehancock.com>

Sun 3/7/2021 1:45 PM

To: Willie Norfleet <wnorfleet@maywood-il.org>

Cc: Arlene Ireland <airland@maywood-il.org>; John West <jwest2@maywood-il.org>; Lanya Satchell <lsatchell@maywood-il.org>; 'jnardulliconcrete@gmail.com' <jnardulliconcrete@gmail.com>

📎 1 attachments (5 MB)

\_2020 MWRD GI Alley PE #3 and Final - Package.pdf;

~~Mr. Norfleet,~~

Please see attached for board approval.

☒ Description: Description:  
Description:  
Description: 01/20/21

**William "Bill" Peterhansen, P.E., CFM**

Vice President

Edwin Hancock Engineering Co. | 9933 Roosevelt Road | Westchester, IL 60154 | 708.865.0300

[bpeterhansen@ehancock.com](mailto:bpeterhansen@ehancock.com)

[www.ehancock.com](http://www.ehancock.com)

Preparing Our Future



Planting Seed



Working Together



Nurturing



Educating



**ALL ACTIVITIES ARE DESIGNED WITH SOCIAL DISTANCING**

- ✓ Pick up litter, debris, and other unsightly clutter around your yard, street, alley, business, place of worship, a vacant lot or an abandoned building
- ✓ Plant flowerbeds, paint or create focal points of beauty in Maywood
- ✓ **WE NEED SPONSORS & VOLUNTEERS!** Civic leaders, businesses, schools, churches, families, community groups, sororities and fraternities. **WE NEED YOU!!!**

**Village Pride,  
Village Wide Month  
April 24, 2021 Launch**

**Register Today:**

[www.maywoodparkdistrict.org/vpvw](http://www.maywoodparkdistrict.org/vpvw)



Establishing a New Normal



Community Unity



Proud Investment



Trash Pick Up



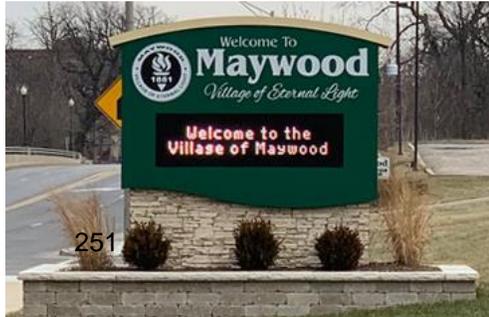


# What is Needed & How We Can Help

- ✓ We Need Financial Sponsorship
- ✓ We Need Community Area Leaders
- ✓ We Need Resident & Business Commitments
- ✓ Social Media, Newsletter, and Online Sharing
- ✓ Would You Like Gardening Seeds or Help?
- ✓ Would You Like Clean Up Supplies or Help?
- ✓ Would you Like Flower Seeds or Help?
- ✓ Would you like a Yard Sign? Order Today!



Register Today  
[www.maywoodparkdistrict.org/vpww](http://www.maywoodparkdistrict.org/vpww)







Establishing a New Normal



Nurturing



Preparing Our Future



Taking Ownership



Community Pride



Planting Our Future



## Village Pride, Village Wide Month

April 24<sup>th</sup> 2021 Kick Off @ 9am

### ALL ACTIVITIES ARE DESIGNED WITH SOCIAL DISTANCING

- ✓ Pick up litter, debris, and other unsightly clutter around your yard, street, alley, business, place of worship, a vacant lot or an abandoned building
- ✓ WE NEED SPONSORS & VOLUNTEERS! Civic leaders, businesses, schools, churches, families, community groups, sororities and fraternities.
- ✓ Use Your Social Media to Promote!
- ✓ Would You Like Gardening Seeds or Help?
- ✓ Would You Like Clean Up Supplies or Help?
- ✓ Would you Like Flower Seeds or Help?
- ✓ Would you Like a Yard Sign? Order Today!



Register Today: <https://bit.ly/Maywood-Pride>



Working Together



Proud Investment



Planting Seed

Special Thanks to Our Sponsors



For more information - Trustee Nathaniel George Booker - 708.288.9115 / nbooker@maywood.-il.org

## Village Pride Village Wide Social Distancing May 2020 Launch

Become an Environmental Hero  
DOWNLOAD THE LITTERATI APP TODAY



Challenge Code  
**60153**



"Individually you make a difference.  
Together we create an impact."



## How The Litterati App Works:

1

Photograph a piece of litter.

Find a discarded coffee cup, crushed soda can, candy wrapper, or any other piece of litter & take a picture. [Learn More.](#)

2

Discard Properly & Tag the Photo.

The app automatically geo-tags the image & our LitterAI tool recommends tags for what kind of litter it is. Confirm the tags to help the LitterAI keep learning.

3

Invite or Challenge Others.

Want to collaborate (or compete) with others to help keep your street, neighborhood, school grounds, or city clean? Litterati can help you team up! [Learn More.](#)

4

Use LitterData to Inspire Change.

Litterati members all over the world have been able to use LitterData to get companies, organizations, and governments to create positive environmental policy changes. You can too!



Growing Together



Healthy Resources



Being A Part of the Change

Register Today: <https://bit.ly/Maywood-Pride>

For more information - Trustee Nathaniel George Booker - 708.288.9115 / nbooker@maywood.-il.org





# MAYWOOD VILLAGE PRIDE VILLAGE WIDE

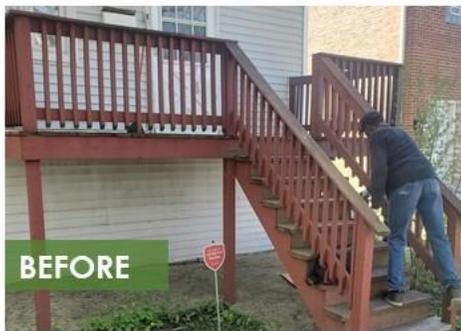
Register Today: [bit.ly/Maywood-Pride](http://bit.ly/Maywood-Pride)



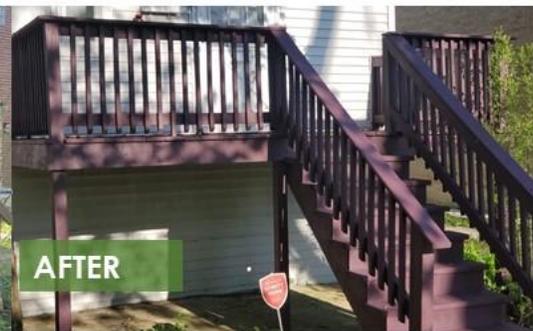
BEFORE



AFTER



BEFORE



AFTER

Together nearly 600 pieces of trash has been collected  
Become an Environmental Hero **DOWNLOAD LITTERATI APP TODAY**



CAPTURE THE TRASH



PICKUP THE TRASH



CELEBRATE  
MAYWOOD  
PRIDE

STAY  
HOME  
SAVE LIVES



256



"Individually you make a difference. Together we create an impact."

visit [maywoodparkdistrict.org](http://maywoodparkdistrict.org) to learn more

# See Something, Say Something



# See Something, Say Something



# See Something, Say Something



# See Something, Say Something





CAPTURE THE TRASH



PICKUP THE TRASH



CELEBRATE  
MAYWOOD  
PRIDE

STAY  
HOME  
SAVE LIVES

VILLAGE PRIDE VILLAGE WIDE JULY 2020 UPDATE

WE NEED COMMUNITY VOLUNTEERS! REGISTER TODAY AT [www.maywoodparkdistrict.org/vpvw](http://www.maywoodparkdistrict.org/vpvw)

Tuesday's Community Clean Up Meet Ups

1 Hour of Power (7:30am – 8:30am)

- ✓ July 7<sup>th</sup> – 1<sup>st</sup> Ave – Prairie Path
- ✓ July 14<sup>th</sup> – Miracle Revival Church Parking Lot
- ✓ July 21<sup>st</sup> – Winfield Scott Park
- ✓ July 28<sup>th</sup> – Maywood Metro Station

Friday's Garden Work Projects Meet Ups (9am – 12pm)

- ✓ July 10<sup>th</sup> – 17<sup>th</sup> & Madison Peace Garden
- ✓ July 17<sup>th</sup> – Former Cease Fire Community Garden
- ✓ July 24<sup>th</sup> – Welch Park (1000 Block of 10<sup>th</sup> Ave)
- ✓ July 31<sup>st</sup> – 17<sup>th</sup> Prairie Path Community Garden



17 Community Events for Community Clean Up and Garden Care

15,000 pieces of trash captured and exposed

New Literatti Education Platform for Horticultural and Community Pride

Fresh Vegetables Provided to Residents for Free



DOWNLOAD LITERATTI TODAY  
Challenge Code  
60153 (For All Residents)

To learn more visit [www.maywoodparkdistrict.org/VPVW](http://www.maywoodparkdistrict.org/VPVW)

# Beautification Commission Request

2020 – 2021 Fiscal Budget

✓ \$2,000 – Renewal of Literatti App

✓ \$1,500 – Kick Off & Initiative Supplies

- Gloves, Soil, Mask, Garbage Bags, Trash Grabbers, Sanitizer, Water, Gatorade, Seeds, T-Shirts, Start Seed Kits etc.

✓ \$500 – Initiative Advertisement

Total Request - \$4,000 *(from 2020-2021 budgeted amount of \$6,000)*



**CERCL**

COVID Equity Response  
Collaborative Loyola

**Village of Maywood as Vaccine Provider  
in Collaboration with the COVID Equity Response Collaborative: Loyola (CERCL)  
Proposal**

March 9, 2021

***Introduction***

Multiple entities have applied to the Illinois Department of Public Health to become vaccine providers, these include churches, schools and municipalities, e.g., the Archdiocese of Chicago, School District 89 in collaboration with District 81 (??), and the Village of Addison. Maywood is lacking vaccine providers overall and, as the CDC and IDPH open up additional phases for vaccinating, the need for consistency in access to vaccines for our residents is paramount. We know that communities of color have been severely underserved throughout the pandemic with regard, first, to community-level testing and, now, to vaccine access.

***CERCL***

The COVID Equity Response Collaborative: Loyola (CERCL) mobilized resources and volunteers to offer free COVID-19 testing in Maywood since July 2020. To date, CERCL has tested over 900 residents in Maywood, has trained over 60 individuals in contact tracing, and has provided screening for health-harming legal needs along with referrals to appropriate resources to over 300. CERCL will continue its presence in Maywood until the pandemic recedes completely.

***Proposal***

CERCL would like to offer its resources, staff and volunteer base to work with the Village of Maywood as vaccine provider to ensure equitable distribution of the COVID-19 vaccine to residents in Maywood. We have the nursing and support personnel available to be trained per IDPH's COVID-19 Vaccination Training Programs for Healthcare Professionals (materials attached). We would be able to deliver the vaccines that the Village secures through IDPH, according to a schedule deemed most suitable for the Village.

The goal is 120 vaccinations per week for 3-4 hours per week. If facility is provided at no cost CERCL will cover all staffing, cleaning, and COVID Compliance expenses.

Dr. Amy Luke

Professor & Chair, Public Health Sciences  
Parkinson School of Health Sciences & Public Health, Loyola University Chicago  
Resident of Maywood



This enrollment packet contains all the information you need to enroll in I-CARE.

Access to I-CARE requires the following agreements that are submitted together electronically via this link:  
<https://app.smartsheet.com/b/form/12744a4eb7c34ef4a7cb33f230d4e698>

1. Access to I-CARE requires the user to register for the IDPH web portal. The access agreement or “User Registration Confirmation” received via email (example below) must be signed by the user, the user’s supervisor, and the Portal Registration Authority (PRA) for your site. This is an individual registration and is only completed ONCE per individual, not one per site with which they are affiliated.

2. On the IDPH web portal “User Registration Confirmation”, if there was not a PRA available for your site, you will need to establish one before your ICARE enrollment can be processed. The Portal Registration Authority form (example below) will be emailed to users that need to complete it by IDPH security/help desk. If you receive this form, make sure to send it back promptly to avoid delays.

3. If your site is not already established in I-CARE, then an I-CARE provider (site) enrollment form must be submitted. If you are unsure, please submit one.



**PROVIDER SITE ENROLLMENT**

4. Each user will need to submit an I-CARE Individual User Agreement.



**INDIVIDUAL USER AGREEMENT AND CONFIDENTIALITY STATEMENT**

**\*Please note that not all applicants will be granted access and that enrolling in I-CARE does not guarantee that your site will be eligible to receive COVID vaccine.**

**PROVIDER SITE ENROLLMENT**

*(To participate in the Illinois Comprehensive Automated Immunization Registry)*

Name of the Organization Village of Maywood

Organization Type:     Health Care Provider                       Pharmacy  
                                  Elementary or Secondary School             College/University  
                                  Federally Qualified Health Center         Child Care Center  
                                  Other: Please specify Government Municipality

How many clinical sites do you have? 1

Will additional clinical sites be submitting enrollments?  YES     NO     N/A

How will you be submitting data to I-CARE:     Direct Data Entry     Electronic Import (HL7)

Is this Clinical Site a VFC (*Vaccine for Children*) provider?  NO     YES PIN # \_\_\_\_\_

Enrolling Site Name: Masonic Temple Building - Community Resource Center

Enrolling Site Address: 200 S. 5th Ave, Maywood, IL 60153

Enrolling Site Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ County: \_\_\_\_\_

FAX: \_\_\_\_\_ Site Contact E-Mail: \_\_\_\_\_

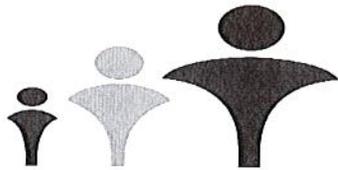
Signing this form signifies that you are in agreement with the items outlined on page one of this form. \*Electronic signature with a time/date stamp are acceptable. Please keep a copy for yourself, send completed and signed forms to the I-CARE Program electronically using [this link](https://app.smartsheet.com/b/form/12744a4eb7c34ef4a7cb33f230d4e698): <https://app.smartsheet.com/b/form/12744a4eb7c34ef4a7cb33f230d4e698>

\_\_\_\_\_  
Signature of Provider or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title Authorized Representative

\_\_\_\_\_  
Date



# I-CARE

Illinois Comprehensive Automated  
Immunization Registry Exchange

**INSTRUCTIONS:**

1. Each user needing access to I-CARE within your facility must complete this individual user agreement.
2. Please complete and upload using [this link](https://app.smartsheet.com/b/form/12744a4eb7c34ef4a7cb33f230d4e698) to submit form electronically:  
<https://app.smartsheet.com/b/form/12744a4eb7c34ef4a7cb33f230d4e698>

## INDIVIDUAL USER AGREEMENT AND CONFIDENTIALITY STATEMENT

**Site Manager:** Please have the employee in your facility who needs I-CARE access to read and sign this form. You must also indicate at the bottom of this form the level of use for this User and sign. This form must be completed prior to receiving a User ID and password. **The signed copy of this form is to be kept in the Employee's Personnel File.** Only personnel whose assigned duties include functions associated with the immunization of clients can be given access to Registry information. Site Managers shall notify IDPH within 48 hours of any change in status of any register users upon termination of employment or redefining of roles.

**User:** The I-CARE Registry is implemented by the Illinois Department of Public Health (IDPH) as authorized by the Immunization Data Registry Act, 410 ILCS 527. Data in the I-CARE Registry may only be used to assure to assure adequate immunization, avoid unnecessary immunizations, meet immunization requirements, and for other public health purposes as determine by IDPH.

All information in the system is confidential, and all users have a responsibility to abide by confidentiality laws. Users who misuse information contained in the I-CARE Registry will have their access to I-CARE immediately revoked by IDPH. An incident report will be filed, and following investigation, appropriate action will be taken, which may include a civil or monetary penalty, as allowed by state law. Patient- or provider-specific information is only available to authorized users.

By signing this form, the User acknowledges the conditions under which access to the I-CARE system is granted, and agrees to the following:

- I have read and agree to abide by the I-CARE Security and Confidentiality Policy
- I understand that I-CARE data is confidential and may only be used as outlined in this form.
- I understand that my User ID and password are for my use only.
- I am responsible for safeguarding my User ID and password.
- I may not give my User ID or password to any other individual.
- I will not post my User ID or password.
- I understand that I will be required to change my password periodically.
- I agree not to leave the computer unattended when I have an I-CARE session open.
- I agree to log off and close the browser when I am finished with an I-CARE session.

\_\_\_\_\_  
Employee Name *(please print legibly)*                      Employee Signature                      Date

\_\_\_\_\_  
Facility Name & Location *(Street Address, City, State, ZIP)*

\_\_\_\_\_  
Phone *(including area code)*

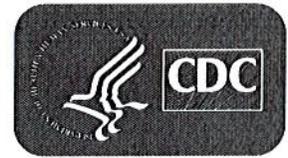
\_\_\_\_\_  
Individual e-mail address *(Group or multi-user e-mail is unacceptable.)*

**SIGNATURE REQUIRED TO PROCESS REQUEST:** This individual is approved to access I-CARE for this facility.

Access Required:    View Only         Full-Access         Inventory Lot Management

Site Manager or Supervisor Signature\*: \_\_\_\_\_  
\*electronic signatures acceptable

# COVID-19 Vaccination Training Programs and Reference Materials for Healthcare Professionals



Healthcare professionals who are knowledgeable about evidence-based immunization strategies and best practices are critical to implementing a successful vaccination program. They are key to ensuring that vaccination is as safe and effective as possible. Some healthcare professionals administering COVID-19 vaccine may have extensive experience with immunization practices, since they routinely administer recommended vaccines in their clinical practice. For others, administering COVID-19 vaccine may be their first clinical experience with vaccination. Below is a list of immunization training and educational materials, including basic and COVID-19-vaccine-specific information.

## »Vaccine Storage and Handling

Vaccine storage and handling practices are only as effective as the staff who implement them. Staff who are well-trained in general storage and handling principles and follow standard operating procedures for vaccine management are critical to ensuring vaccine supply potency and patient safety.

Training Program / Reference Material	Description
<a href="#"><u>You Call the Shots: Vaccine Storage and Handling</u></a>	An interactive, web-based immunization training course on storage and handling best practices and principles.
<a href="#"><u>"Keys to Storing and Handling Your Vaccine Supply" video</u></a>	This video is designed to decrease vaccine storage and handling errors by demonstrating recommended best practices and addressing frequently asked questions.
<a href="#"><u>Vaccine Storage and Handling Toolkit</u></a>	Comprehensive guide that reflects best practices for vaccine storage and handling from Advisory Committee on Immunization Practices (ACIP) recommendations, product information from vaccine manufacturers, and scientific studies.
<a href="#"><u>Vaccine Storage and Handling Toolkit, COVID-19 Vaccine Addendum</u></a>	The <i>Vaccine Storage and Handling Toolkit, COVID-19 Vaccine Addendum</i> , provides information, recommendations, and resources on storage and handling best practices to help safeguard the COVID-19 vaccine supply and ensure patients receive safe and effective vaccines.
<a href="#"><u>Epidemiology and Prevention of Vaccine-Preventable Diseases</u></a>	Comprehensive information on routinely used vaccines and the diseases they prevent. Chapter 5 is dedicated to vaccine storage and handling (updated 2020).

## »Vaccine Administration

Healthcare professionals who will administer vaccines should receive comprehensive, competency-based training in vaccine administration policies and procedures before administering vaccines. Staff's vaccine administration knowledge and skills should be validated using a skills checklist and maintained using quality improvement processes.

<a href="#"><u>You Call the Shots: Vaccine Administration</u></a>	An interactive, web-based vaccine administration course that provides training using videos, job aids, and other resources.
<a href="#"><u>Vaccine administration videos</u></a>	Short, skill-based demonstration videos of vaccine administration activities, including injection techniques based on age and medication preparation.
<a href="#"><u>Skills Checklist for Vaccine Administration</u></a>	This checklist from the Immunization Action Coalition is a self-assessment tool for healthcare professionals who administer vaccines.
<a href="#"><u>Epidemiology and Prevention of Vaccine-Preventable Diseases</u></a>	Comprehensive information on routinely used vaccines and the diseases they prevent. Chapter 6 is dedicated to vaccine administration (updated 2020).

# COVID-19 Vaccination Training Programs and Reference Materials for Healthcare Professionals



## » Communicating with Patients about Vaccines

Healthcare professionals play a key role in improving vaccine acceptance as they are in contact with patients throughout the office visit. By fostering a culture of immunization in the practice, both providers and patients can vaccinate with confidence.

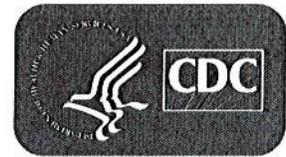
<a href="#">How Nurses and Medical Assistants Can Foster a Culture of Immunization in the Practice video</a>	<p>Research shows that healthcare professionals are patients' most trusted source of information when it comes to vaccines. By highlighting key points before, during, and after a patient's visit, this presentation will support vaccine conversations and reinforce best practices for improving vaccination coverage.</p>
<a href="#">"#HowIRecommend" vaccination video series</a>	<p>These videos explain the importance of vaccination, how to effectively address questions from patients about vaccine safety and effectiveness, and how clinicians routinely recommend same-day vaccination for their patients.</p>
<a href="#">Provider Resources for COVID-19 Vaccine Conversations with Patients</a>	<p>Information for healthcare providers on how to talk to patients about COVID-19 vaccines, including giving strong recommendations, setting expectations about vaccine availability, and preparing to answer likely patient questions.</p>
<a href="#">Epidemiology and Prevention of Vaccine-Preventable Diseases</a>	<p>Comprehensive information on routinely used vaccines and the diseases they prevent. Chapter 3, discusses essential strategies healthcare professionals can use when talking to patients about vaccines (updated 2020).</p>

## » COVID-19 Vaccine Training and Clinical Materials

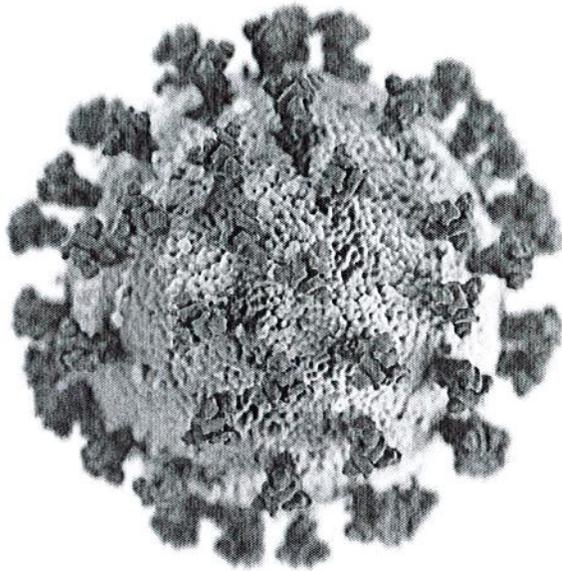
This suite of COVID-19 vaccine training programs and clinical materials for healthcare professionals include general and product-specific information. A variety of topics and formats are available. All are based on manufacturer's guidance and vaccine recommendations made by the Advisory Committee on Immunization Practices (ACIP). **These trainings and materials will be made available as each vaccine product is authorized by FDA.**

<a href="#">COVID-19 Vaccine Training: General Overview of Immunization Best Practices for Healthcare Providers</a>	<p>A web-based training course outlining best practices and principles for healthcare providers when preparing to administer COVID-19 vaccine. It is a high-level overview of the following topics with links to detailed information: vaccine development and safety, safety monitoring programs, Emergency Use Authorizations (EUAs), vaccine storage/handling, preparation, administration, PPE, scheduling, documentation, and reporting adverse events. Information on each vaccine product will be added as each is authorized by FDA.</p>
<p>Ongoing webinars, including posted recordings (CE available)</p>	<p>These webinars will address ACIP recommendations and vaccine products as they become available.</p>
<a href="#">Clinical materials</a>	<p>COVID-19 vaccine screening form for contraindications and precautions                      Expiration date tracker                      Reporting a temperature excursion                      IIS off-line vaccine administration documentation tool                      Guide to ancillary supplies kit (for staff helping providers order vaccine)                      COVID-19 vaccine frequently asked clinical questions web page                      268                      Prevaccination screening form</p>

# COVID-19 Vaccination Training Programs and Reference Materials for Healthcare Professionals



<p><u>Pfizer vaccine materials</u></p>	<p>Online training module  Vaccine preparation and administration summary  Storage and handling summary  Temperature log for ultra-cold freezer units, including online fillable PDF version  Beyond use date tracker labels for refrigerator storage  Standing orders template  Storage labels for refrigerator  Temperature logs for the refrigerator</p>
<p><u>Moderna vaccine materials</u></p>	<p>Online training module  Vaccine preparation and administration summary  Storage and handling summary  Temperature log for freezer units  Beyond use date tracker labels for refrigerator storage  Standing orders template  Storage labels for refrigerator  Temperature logs for the refrigerator</p>
<p>Clinical materials for additional vaccine products, plus specific materials determined by product</p>	<p>Online training module for each vaccine product  Vaccine administration summary  Vaccine storage and handling summary</p>



# COVID-19 Vaccination Plan

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ILLINOIS

Illinois Department of Public Health  
FEBRUARY 11, 2021 | V6.1

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## Record of Changes

Date Reviewed	Change Number	Date of Change	Description of Change	Name of Author
10/02/2020	1.1	10/02/2020	<p>Section 1 – Additional language added for training, the COVID-19 Vaccination Planning Work Group relevant lessons – learned from H1N1.</p> <p>Section 2 - title changed to COVID-19 Vaccination Planning Assumptions.</p> <p>Performed final copy edit &amp; review.</p>	Vaccination Section
10/12/2020	2	10/12/2020	Adjusted plan to address feedback from the CDC & Performed final copy edit & review.	Vaccination Section
11/22/2020	3	11/22/2020	<p>Adjusted to CDC Template, added more clarity &amp; detail based on additional CDC feedback.</p> <p>Added Pharmacy Partnerships, enrollment and recruitment of providers, delineation of IDPH responsibilities in the ICS structure and added information about vaccine candidates, storage and handling of vaccine, etc.</p> <p>Performed final copy edit &amp; review.</p>	Vaccination Section
11/25– 11/30/2020	3.1	11/25-30, 2021	Integration of NASEM framework. Added additional detail throughout the plan. Performed final copy edit & review.	Vaccination Section
12/2– 12/3/2020	3.2	12/2-3, 2021	Implemented new ACIP recommendations and added more detail for Ultra-Cold vaccine distribution. Performed final copy edit & review.	Vaccination Section
12/29/2020	4	12/29-31, 2021	<p>Section 3 &amp; 4: Updated priority groups in phase 1a, 1b and 1c.</p> <p>Section 5: Added SIREN notification registration for providers.</p> <p>Section 7: Flow chart for notification of distribution and allocation steps.</p> <p>Added Redistribution graphic.</p>	Vaccination Section

Date Reviewed	Change Number	Date of Change	Description of Change	Name of Author
			<p>Updated supplies within ancillary kits.</p> <p>Section 8: Unplanned Vaccine Repositioning.</p> <p>Section 10: Second dose distribution &amp; waste prevention.</p> <p>Performed final copy edit &amp; review.</p>	
01/10/2021	4.1	01/10/2021	<p>Section 3 and 4: Updates to 1a, 1b.</p> <p>Section 7: Direct Shipments containing dry ice, OSHA guidance. Extra doses.</p> <p>Section 9: Added EMTrack section' as well as, graphics for POD flow. Performed final copy edit &amp; review.</p>	Vaccination Section
01/25/2021	5.0	01/25-27, 2021	<p>Section 1: Added CDC link to vaccination toolkits &amp; mRNA.</p> <p>Section 4: Clarification to phase 1a language &amp; Planning for the digital divide.</p> <p>Section 6: Added Illinois National Guard, CDC COVID-19 Vaccination Training Module &amp; statement on expanded scopes of practice.</p> <p>Section 8: Added checklist of CDC best practices for vaccination POD's.</p> <p>Section 10: Added language &amp; links on VaxText.</p> <p>Section 14: Added language &amp; links on V-safe. Added CDC hyperlink to vaccine effectiveness information. Entire plan: Conducted final Copy Edit. Performed final copy edit &amp; review.</p>	Vaccination Section
02/03/2021	6.0	02/03-12, 2021	<p>Throughout the plan: Added hyperlinks for relevant CDC guidance.</p>	Vaccination Section

Date Reviewed	Change Number	Date of Change	Description of Change	Name of Author
			<p>Section 3: Added additional statement about LHDs creating stand-by lists to avoid vaccine waste &amp; added 1b part 2.</p> <p>Section 4: Added 1b Part 2, IDHS disability memo language &amp; language on severe weather planning.</p> <p>Section 6: Added language for EMS expanded scopes &amp; allocations for the federal pharmacy partnership.</p> <p>Section 7: Added language on mixing diluent and vaccine for Pfizer &amp; updated ancillary kits to account for 6<sup>th</sup> dose.</p> <p>Section 8: Added language on redistribution form being updated to a link.</p> <p>Section 10: Added language on 2<sup>nd</sup> dose clinical considerations (CDC). Performed final copy edit &amp; review.</p>	
2/26/2021	6.1	2/26/2021	Updated graphic on page 19.	

## Introduction

This draft document is designed to assist Local Health Departments in planning for vaccine distribution in response to the COVID-19 pandemic. Information contained in this document is based on limited and preliminary guidance from the Centers for Disease Control and Prevention (CDC) and the Advisory Committee on Immunization Practices (ACIP) and will be continuously updated as that guidance evolves. All information in this document is subject to change.

The Illinois Department of Public Health (IDPH) Office of Health Protection (OHPt) Immunization Section and IDPH Office of Preparedness and Response (OPR) Medical Countermeasures Program have led the collaborative efforts of the COVID-19 Vaccination Section in developing this State of Illinois COVID-19 Vaccination Plan, as an attachment to the Vaccination Annex of the State of Illinois Pandemic Plan. This plan should be used by state and local partners to inform planning efforts for the administration of SARS-CoV-2/COVID-19 vaccines. IDPH will ensure quality improvement by soliciting feedback from partners and stakeholders throughout the implementation of this plan and as new information becomes available.

The IDPH/OPR Medical Countermeasures Program develops and maintains plans for request, receipt, distribution, mass dispensing and administration of life-saving emergency medical supplies and equipment during a disaster where the public's health is at risk. This includes plans in response to human-caused and natural events. The Medical Countermeasures Program includes the Strategic National Stockpile (SNS) Program, the CHEMPACK Program, the Illinois Pharmaceutical Stockpile (IPS), and the Cities Readiness Initiative (CRI). The SNS Program is a federal cache of emergency medical supplies and equipment that can be deployed to states during a disaster. The CHEMPACK Program is the forward placement of nerve agent antidotes. IPS is a state-owned cache of emergency medical supplies and equipment. CRI is a program designed to ensure cross-border collaboration of municipalities, counties, and states during incidents where emergency medical supplies and equipment are deployed.

The IDPH/OHPt Immunization Section maintains the Illinois Comprehensive Automated Immunization Registry Exchange (I-CARE), a system for vaccine management and operations, which includes ordering, shipping, handling, and storing procedures for all vaccine purchases in the state.

This is a state-level plan; however, the City of Chicago will receive direct allocation of vaccine from the federal government. IDPH has worked with CDPH to ensure both the state- and city-level plans are in sync and complementary.

To accomplish the goal of providing SARS-CoV-2/COVID-19 vaccines to enough of the population to elicit herd immunity, as supply of vaccines permits, the State of Illinois will accomplish the following:

- Provide technical assistance to Local Health Departments (LHDs) to inform local planning and ensure local plans align with state plans and/or guidance and maintain accountability.
- Closely monitor activities at the local level to ensure the COVID-19 vaccine administration plan is implemented throughout each local jurisdiction in adherence with federal and state guidance and requirements, and that there is equitable access to COVID-19 vaccination across the state.
- Activate the State Emergency Operations Center (SEOC) to coordinate ordering, administration, and tracking of the SARS-CoV-2/COVID-19 vaccine in the state.

- Ensure expanded scopes of practice for healthcare licenses as necessary to allow certain medical professionals the opportunity to assist in the vaccination campaign when working under the authority of the local public health jurisdiction or a healthcare entity.
- Provide a statewide system for tracking vaccine administration and for notifying clients of the need for a second dose of the vaccine if a second dose is needed.
- Provide a statewide system for volunteer management and tracking, i.e., Illinois Helps.
- Provide a statewide system for disseminating information to vaccine providers and others with direct involvement in the COVID-19 vaccination administration mission, i.e., Health Alert Network—HAN/SIREN.
- Provide oversight of provider enrollment, tracking, and vaccine location.
- Identify and map priority populations and determine sub-allocations of vaccine for distribution within the state.
- Track relevant data to inform the statewide vaccination strategy and ensure federal requirements are met.
- Provide guidance and training to vaccine providers on the following:
  - Available CDC resources and vaccine recommendations.
  - Ordering and receiving the COVID-19 vaccine.
  - Vaccine storage and handling, including transportation requirements, specific to COVID-19 vaccines.
  - Vaccine administration, including reconstitution, use of adjuvants, diluents, etc.
  - Documenting and reporting vaccine administration via I-CARE and/or EMTrack.
  - Managing and reporting vaccine inventory via I-CARE & VaccineFinder.
  - Documenting and reporting vaccine wastage and spoilage.
  - Procedures for reporting to the Vaccine Adverse Event Reporting System (VAERS).
  - Providing Emergency Use Authorization (EUA) fact sheets and/or vaccine information statements (VISs) to vaccine recipients.
  - Reporting on occupational and demographic data pursuant to state and federal requirements, guidelines, or policies.
  - Policies on encouraging vaccination and alleviating anxieties, hesitations, or fears of COVID-19 vaccination in order to achieve the best outcomes.
- Collaborate with local Public Information Officers (PIOs) to conduct a statewide media campaign to share facts about the vaccine and to encourage residents to be vaccinated.
- Activate a statewide hotline to address questions regarding vaccination administration campaign and to provide guidance on reporting vaccine-adverse events to the CDC.

## Section 1: COVID-19 Vaccination Preparedness Planning

### COVID-19 Vaccination Planning Assumptions

- Vaccine distribution
  - Limited COVID-19 vaccine doses may be available in January 2021.
  - COVID-19 vaccine supply will increase substantially in 2021, allowing regular shipments to states.
  - Vaccine providers will be required to enroll in the Illinois Comprehensive Automated Immunization Registry Exchange (I-CARE) as a COVID-19 Vaccine Provider.
  - Vaccine providers will be required to agree to follow CDC guidance on vaccine administration, storage, and handling by signing the CDC COVID-19 Vaccination Program Provider Agreement.
  - Vaccine providers will be allocated vaccine as it becomes available based on the overall jurisdiction's population size and disease burden, while ensuring equity.
  - Vaccine will be delivered via the Vaccines for Children (VFC) model, i.e., shipped directly to providers, when possible.
  - In the early phases of vaccine distribution for vaccines requiring ultra-cold (-80°C) temperature controls and the inability to distribute less than 975 doses, IDPH and IEMA will coordinate a centralized distribution model by modifying the state's SNS plan.
  - Vaccine providers will be required to enroll in Vaccine Finder and report inventory daily.
- Priority groups (see Section 3 "Phased Approach" for more information)
  - All people are assumed susceptible to the virus. Initial populations prioritized for COVID-19 vaccination will be as follows based on federal guidance and pending ACIP recommendations and subject to change based on ACIP guidance:
    - Health care Personnel and Long-Term Care Facility (LTCF) residents and staff
    - Persons aged 65 years and older and frontline essential workers
    - Persons aged 16-64 years with medical conditions that increase the risk for severe COVID-19 and other essential workers
  - Recommendations for groups on which to focus will likely change after vaccine is available, depending on characteristics of each vaccine, vaccine supply, and disease epidemiology.
  - Because of the uncertainty of COVID-19 vaccine production, plans must be flexible and should include high-demand and low-demand scenarios.
- Vaccination
  - Vaccination will be voluntary.
  - Adequate federal funding will be available to implement a large-scale vaccination response.
  - Initial doses of COVID-19 vaccine may be authorized for use under an EUA issued by the Food and Drug Administration (FDA) based on available safety and efficacy data.

- Cold-chain storage and handling requirements for each COVID-19 vaccine product will vary from refrigerated (2°C to 8°C) to frozen (-15°C to -25°C) to ultra-cold (-60°C to -80°C).
- Frozen and refrigerated vaccines will be shipped in 100-dose increments kitted with ancillary supplies. Ultra-cold vaccine will be shipped in 975-dose increments.
- Two doses of COVID-19 vaccine separated by approximately 21 or 28 days will be needed for immunity for some vaccine candidates. Both doses of the vaccine will be with the same vaccine type, produced by the same manufacturer, but not the same lot of the vaccine. This will require stringent tracking of vaccine administered and patient reminders.
- Per CDC guidance, the vaccine should be provided to enough of the population to elicit herd immunity as supply of vaccines permits.
- Vaccination will take place over many months and provided in phases as more vaccine becomes available.
- Vaccine administration planning must reflect the four types of vaccines being manufactured:
  - mRNA or messenger ribonucleic acid: Encodes the protein of the virus, which is inserted into cells to trigger an immune response and create antibodies to the virus.
  - Nonreplicating Vector: Only certain proteins of the virus are administered to stimulate the immune system. Uses a harmless viral vector to deliver the protein into the cells.
  - Protein Adjuvant: Virus protein is packaged into a nanoparticle and delivered into cells with an adjuvant to enhance the immune response.
  - Live Attenuated: The virus is modified to be inactive but is still alive. The virus can infect the cells but not replicate to cause disease.
- CDC will provide standard communication materials on the EUA for the general public similar to the Vaccine Information Statement (VIS) and specific communication to vaccine providers on the EUA.
- Monitoring for adverse events will be necessary and important.
- Vaccine distribution for common vaccine-preventable diseases will not alter from routine procedures.
- Seasonal influenza vaccine production and campaign will continue.
- Demand for the pandemic vaccine may be high throughout the response.
- Providers will follow state & CDC guidance by vaccinating within the given phase.
- Steps will be taken to minimize vaccine wastage.

Requirements for COVID-19 vaccine administration will continue to evolve over time. Additional guidance is forthcoming pending ACIP recommendations.

## Section 2: COVID-19 Organizational Structure and Partner Involvement

IDPH's COVID-19 response is organized under the Incident Command System (ICS) (see organizational chart in Figure 1). The Director of IDPH and the Director of the Illinois Emergency Management Agency (IEMA) operate under a Unified Command Response. The IDPH response is led by the Incident and Deputy Incident Commanders. In Figure 1, functions that interface with IEMA are marked in red boxes. For Vaccination, this is led under the Vaccination Section, which is led by a Section Chief and Deputy. There are functions that interface with local jurisdictions at both the command staff and in individual section levels.

Within the Vaccination Section, each box represents a function that has a lead and support staff, as required, thus creating redundancy. This core team works in tandem with all stakeholders from across the state. The Vaccination Section frequently holds ad hoc meetings and/or webinars to engage partners such as LHDs, state/local Emergency Management Agencies (EMAs), private industry, associations, pharmacies, correctional facilities, and institutes of higher learning.

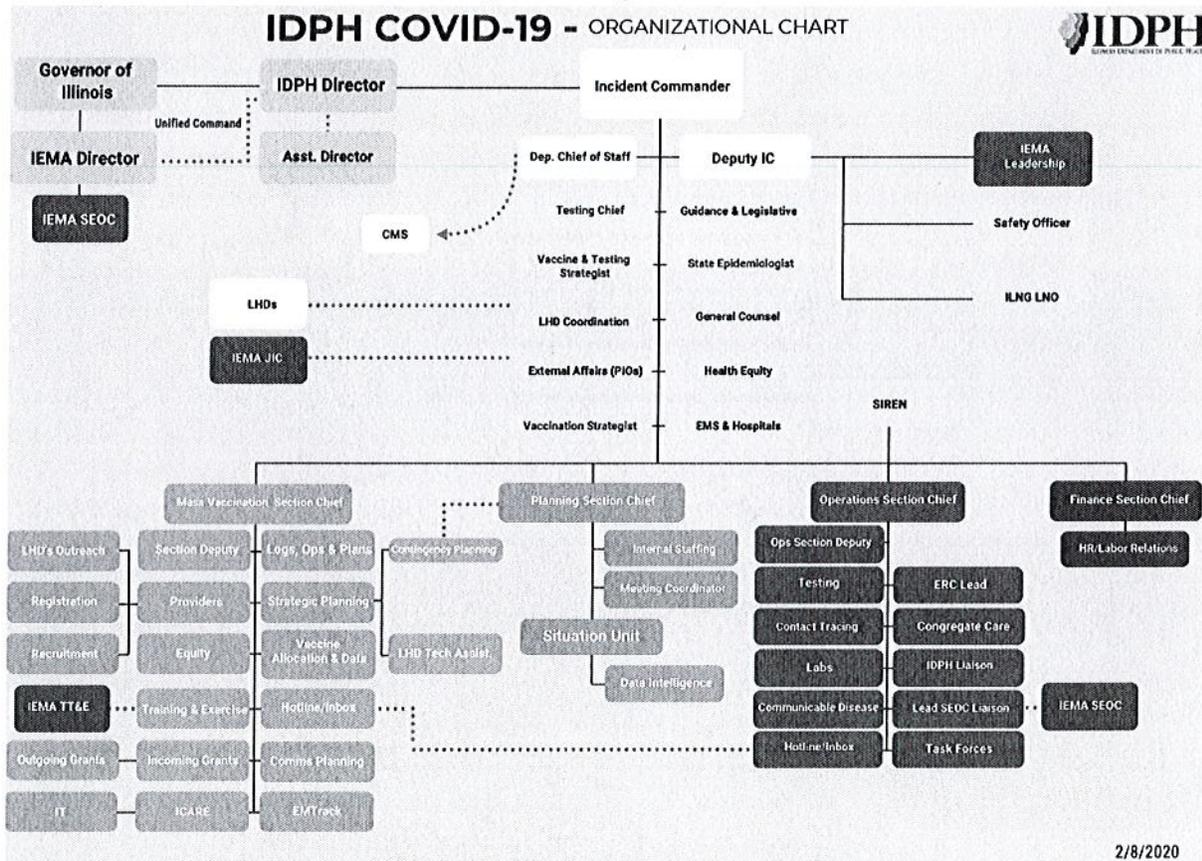


Figure 1: Illinois Department of Public Health Organizational Chart

Pandemic vaccination planning is a combined state and local responsibility that requires close collaboration and coordination among public health entities, external agencies, and community partners. An internal COVID-19 Vaccination Program planning and coordination team is critical to ensure that the vaccination response to COVID-19 is thoughtfully planned and successfully executed.

## Section 3: Phased Approach to COVID-19 Vaccination

Due to changing vaccine supply levels at various points during the COVID-19 Vaccination Program, planning will be flexible but as specific as possible to accommodate a variety of scenarios. It is anticipated that vaccine supply will be limited initially, so the allocation of doses must consider vaccination providers and settings for vaccination of limited critical populations. The vaccine supply is projected to increase quickly, allowing vaccination efforts to be expanded to include additional critical populations and the general public. Additionally, recommendations on the various population groups for initial doses of vaccine could change after vaccine is available, depending on each vaccine's characteristics, vaccine supply, disease epidemiology, and local community factors.

IDPH is adopting the National Academies of Science, Engineering, and Medicine's (NASEM) [A Framework for Equitable Allocation of COVID-19 Vaccine](#). This framework focuses on reducing severe morbidity and mortality and negative societal impact due to the transmission of SARS-CoV-2. Emphasized in the framework is that the goal of the COVID-19 vaccination program is to vaccinate all those who choose to be vaccinated and who do not have medical contraindications to the vaccine.

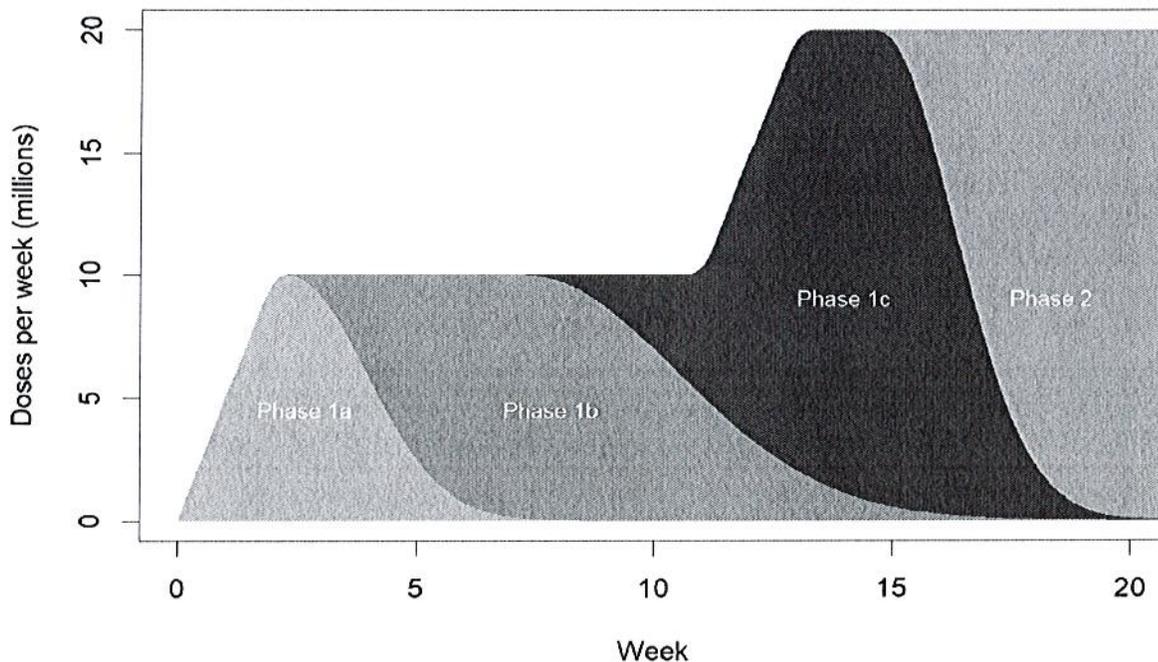
The following explains the phased approach per CDC and ACIP guidance, which are recommended based on "science, implementation, and ethics." Further ACIP recommendations are expected after the issuance of an EUA for vaccine candidates, which may alter the phased approach by adding phases or shifting populations from phase to phase. See Section 4 "Critical Populations" for more details about specific populations covered in each phase.

- **Phase 1:** Limited and/or scarce supply of COVID-19 vaccine doses are available. Initial efforts focus on reaching critical populations. Ensure vaccination locations selected can reach populations, manage cold-chain requirements, and meet reporting requirements for vaccine supply and uptake. Vaccine administration strategies in Phase 1 are divided into three sub-phases: **(Note: Phases may be adjusted based on continued guidance from CDC/ACIP)**
  - **Phase 1A**
    - Health care Personnel
      - Hospital Settings
      - Non-hospital health care
      - Other Congregate Care
    - Long-Term Care Facility residents and staff
  - **Phase 1B**
    - Persons aged 65 years and older (Part I)
    - Frontline essential workers (Part I)
    - Inmates (Part I)
    - Persons aged 16 to 64 years with high-risk medical conditions (Part II)
  - **Phase 1C (Is still in draft form based on ACIP recommendations. Further updates to be released for Phase 1C for the context of Illinois) Possible groups could include;**
    - Other essential workers

- **Phase 2:** Larger number of vaccines are available. The focus is on ensuring access to vaccine for members of Phase 1 critical populations not yet vaccinated and extend efforts to reach Phase 2 critical populations. **Possible groups could include, pending additional ACIP recommendations:**
  - The rest of the population.

As the state progresses through each phase, the IDPH Vaccination Section will conduct planning to address the next priority population. IDPH aims to achieve the overarching goal of herd immunity for the state. Jurisdictions and providers should also employ strategies for ensuring equitable administration of vaccines within the identified priority groups to communities hardest hit by COVID-19, such as low-income populations and communities and essential workers of color. IDPH will continue to monitor COVID-19 vaccine orders by assessing ordering reports supplied by the immunization program. IDPH will also monitor vaccine uptake and coverage and reassess strategies to increase uptake in populations and/or communities with low vaccine coverage. IDPH will use vaccine wastage reports provided to minimize waste. In situations where there is low COVID-19 vaccine demand, jurisdictions should monitor their supply and adjust strategies to avoid vaccine waste. An example of this is LHDs creating a stand-by list of people to contact in order to avoid vaccine waste or increasing outreach with community organizations to identify underserved populations that are eligible for vaccines but have not yet had access to vaccine. Finally, IDPH will provide COVID-19 vaccine administration reports to CDC as requested.

See Section 4 “Critical Populations” for more information including estimate population numbers.



**Figure 2: Example of Phased Approach Provided by the ACIP**

## Section 4: Critical Populations

The CDC has established an ACIP work group to review evidence on COVID-19 epidemiology and burden, vaccine safety, vaccine efficacy, evidence quality, and implementation issues to inform recommendations for a COVID-19 vaccination policy. NASEM has developed a framework to determine populations of focus for COVID-19 vaccination and ensure equity in access to COVID-19 vaccination across the United States. IDPH is using the NASEM framework for initial allocation and prioritization, but ACIP may issue additional guidance that could shift priority populations. The priority populations listed below are for planning purposes and are subject to change as more is learned about the effects of COVID-19 and the effectiveness of vaccines in different populations and as further federal guidance may be issued.

Ariadne Labs and the Surgo Foundation have developed a free [Vaccine Allocation Planner for COVID-19](#), which pulls data for each of the critical populations from various federal, state, and other datasets. The methodology for these allocation calculations can be found in that planning document. The State of Illinois will use this tool to inform critical population sizes.

IDPH will continually review additional guidance provided by the federal government and updates to ACIP recommendations regarding allocation priorities and the populations that will be served successively as vaccine supplies increase. Among the factors that IDPH is expecting to consider are health disparities and other health-access issues, individuals at higher risk (e.g., elderly and those with underlying health conditions), occupations at higher risk (e.g., healthcare personnel and essential industries), populations at higher risk (e.g., racial and ethnic groups, incarcerated individuals, homebound individuals, and residents of nursing homes), and geographic distribution of active virus spread. IDPH's recommendations for vaccine prioritization will reflect recommendations set forth by ACIP with minimal changes. IDPH recognizes the potential for alterations of these recommendations based on the evolving epidemiology of COVID-19 and will monitor national recommendations for changes that may occur.

After the target priority groups have been vaccinated and additional vaccine stocks become available, IDPH will ensure that communities suffering disproportionately from COVID-19—including communities of color, older adults, people with disabilities, and people with comorbidities—are prioritized appropriately for vaccination. IDPH will work with local community partners and providers to strategically target underserved populations for vaccinations within the priority groups. IDPH will phase-in vaccination for the remainder of the population based on age or other criteria to ensure fair, equitable, and orderly distribution.

### **Prioritization of Vaccine Allocation and Administration**

Local public health jurisdictions should plan to collaborate with their regional healthcare coalition, hospitals, long-term care and/or assisted living facilities, and other potential vaccine providers that serve frontline essential workers in their jurisdiction to ensure full coverage of vaccine first to the designated priority groups and then to the general public. LHDs should reach out to these groups now to determine number, type, and location of each priority group in the public health jurisdiction. LHDs should coordinate with their healthcare coalition, emergency management, and other response partners to develop a list of entities serving priority groups, determine their capabilities to serve as sites for vaccine administration (i.e., closed Points of Dispensing [PODs]), or develop plans for the LHD to service these groups at a general POD designed for these groups.

During the previously mentioned planning, LHDs should also address the following:

- Refrigerated, frozen, and ultra-cold storage for vaccine within the phase.
  - Local plans for the different types of vaccine, such as transporting vaccine stored at 2°C to 8°C from the Regional Hospital Coordinating Center (RHCC) to the LHD and/or to the vaccination site, and/or building partnerships to use ultra-cold storage capability in the county.
- Numbers of populations to be served in each priority group within the phase.
- Security of vaccine and proper disposal of vaccine vials and packaging.
- Projected vaccination throughput to determine time needed to use the total vaccine allocation.
- Local communication and public outreach.
- Partners that will be necessary to accomplish all aspects of the local plan (e.g., local law enforcement, local emergency management, local hospitals).
- Planning for the “digital divide” for those individuals who cannot access the internet or who have difficulty doing so, to schedule a vaccination appointment.
- Developing contingency measures for severe weather (e.g., planning for an alternate POD location, deciding on a date to reschedule, communicating with municipalities, reaching out to EMTrack [if using], working with emergency management and organizations such as the Red Cross, etc.). Recommendations may be adjusted based on continued guidance from CDC and the Federal Emergency Management Agency (FEMA).
- Pop-up POD’s/clinics and vaccination sites in underserved communities and high risk populations within the priority groups to increase vaccine accessibility.
- Establishing vaccination sites with expanded schedules for essential workers with non-traditional work hours.

Recommendations for Phase 1 subset groups include the following (adjusted for ACIP recommendations and adapted from the [NASEM Framework](#));

- **Phase 1A:**
  - Long-term care residents, defined by the CDC as adults who reside in facilities that provide a range of services, including medical and personal care, to persons who are unable to live independently, and staff at Skilled Nursing Facilities, Assisted Living Facilities, Residential Treatment Centers for Substance Abuse, etc.
    - **LTCF Staff:** Nurses (RN, LPN), Nursing Assistants, Nursing Practitioners, Nurse’s Aide, Physicians (DO, MD), Physicians Assistants, Medical Assistants, Respiratory Technicians, Dentists and Hygienists, LTCF Facility Staff, Pharmacists, Mental Health Clinicians, Environmental Services Staff, Reception Staff, Medical Facility Surveyor, Dietary Staff, Interpreters, and Laundry and Security Staff.
    - **Other Congregate Care:** All residents of “Other Congregate Care” settings as identified in Table 1 below.
  - Health care personnel are defined by the CDC as paid and unpaid workers in health care settings who have the potential for direct or indirect exposure to patients or infectious

materials. Inclusion in Phase 1A is not dependent upon payment for a person's work or job title. Situations associated with higher risk of transmission include caring for COVID-19 patients. This includes:

- **Hospital Settings:** Nurses (RN, LPN), Nursing Assistants, Nursing Practitioners, Nurse's Aide, Physicians (DO, MD), Physicians Assistants, Medical Assistants, Respiratory Technicians, Pharmacists, Emergency Medical Technicians (EMTs) (including Fire Departments EMTs and Air Medical Transport [rotor and fixed wing]), COVID-19 Sample Lab Workers, Organ Harvesters, and Students on Clinical Rotations. Other workers in hospital settings at elevated risk, such as Environmental Services Staff, Reception Staff, X-Ray Technicians, Phlebotomists, Infectious Waste Workers, Dietary Staff, Laundry Staff, Security Staff, Crisis Intervention Staff, Interpreters, and Clergy/Pastoral/Chaplains.
  - **Non-hospital health care:** Nurses (RN, LPN), Nursing Assistants, Nursing Practitioners, Nurse's Aide, Physicians (DO, MD), Physicians Assistants, Medical Assistants, Respiratory Technicians, Dentists and Hygienists, Pharmacists, Plasma and Blood Donation Staff, Morticians, Public Health Nurses, Home Health, School Nurses, Optometrist, COVID-19 Testing Staff, Dermatologist, Dialysis Staff, Urgent Care Workers, Corrections Nurses/Aides, Physical/Occupational/Speech Therapists, Vaccine Clinic Workers, EMTs (including Fire Departments EMTs and Air Medical Transport [rotor and fixed wing]).
  - **Other Congregate Care:** Nurses (RN, LPN), Nursing Assistants, Nursing Practitioners, Nurse's Aide, Physicians (DO, MD), Physicians Assistants, Medical Assistants, Respiratory Technicians, Group Home/Residential Staff, Pharmacists, Environmental Services Staff, Reception Staff, Home Aide/Caregiver, Corrections Nurses/Assistants, Congregate Care Surveyor, Hospice and Palliative Care Staff, Community Health Workers when acting as health aids or health translators.
  - **Other Congregate Care:** All residents of "Other Congregate Care" settings as identified in Table 1 below.
- When vaccine is limited, priority should first be given to high-risk healthcare workers involved in direct patient care and those working in transport, environmental services, or other healthcare facility services where the risk of exposure to bodily fluids or aerosols exists. As more vaccine becomes available, all healthcare personnel in Phase 1A should have the opportunity to be vaccinated.
  - According to an Illinois Department of Human Services (IDHS) memo dated January 21, 2021, those providing "Home Health" or serving as a "Home Aide/Caregiver" for a relative with a disability include those who care for people with any of the following conditions. This list is not necessarily exhaustive:
    - Cerebral Palsy
    - Down Syndrome
    - Epilepsy
    - Specialized health care needs, including dependence upon ventilators, oxygen, and other technology

**Table 1: Phase 1A Eligible Locations, Personnel, and Residents in LTC and Congregate Care**

 <b>Hospital Settings:</b>	<ul style="list-style-type: none"> <li>Hospitals</li> </ul>
 <b>Non-hospital Settings:</b>	<ul style="list-style-type: none"> <li>Medical outpatients</li> <li>Public Health Clinics</li> <li>Local Health Department Points of Dispensing (PODs)</li> <li>Federally Qualified Health Centers (FQHCs)</li> </ul>
 <b>Long Term Care Facilities:</b>	<ul style="list-style-type: none"> <li>Skilled Nursing Facilities (SNFs)</li> <li>Assisted Living Facilities</li> <li>Intermediate Care Facilities for Persons with Developmental Disabilities</li> <li>Intermediate Care Facilities for Persons with Severe Mental Illness</li> <li>State-run Veterans' Homes</li> <li>State-operated Centers for Persons with Developmental Disabilities</li> <li>State-operated Mental Health Centers</li> <li>Residential Treatment Centers for Substance Abuse</li> </ul>
 <b>Other Congregate Care:</b>	<ul style="list-style-type: none"> <li>Continuing Care Residential Facilities</li> <li>Residential Care Adult Homes</li> <li>Support Housing for Seniors</li> <li>Supportive Residential Facilities for Persons with Developmental Disabilities</li> <li>Supportive Residential Facilities for Persons with Severe Mental Illness</li> <li>Community Integrated Living Arrangements</li> <li>Supervised Residential Facilities for Persons with Developmental Disabilities</li> <li>Supervised Residential Facilities for Persons with Severe Mental Illness</li> </ul> <p>Note: All residents of the above facilities "Other Congregate Care" are eligible for vaccination in 1A.</p>

The preceding phases are widely seen as the next potential groups to be eligible to be vaccinated. These phases have been prepared to assist LHDs to be prepared with a plan, which can be updated as further ACIP guidance is released.

Adjusted for ACIP and CDC recommendations, Phase 1B has been split into two parts, Part 1 & Part 2. (Note: As of the date of this plan, only Pfizer has been authorized for those ages 16 and up, whereas Moderna was authorized for those ages 18 and up.)

- Phase 1B Part I:** Those 65 years of age and older and frontline workers with higher risk of exposure because of their inability to perform work duties remotely and work in proximity to other coworkers or members of the public:

- Persons aged 65 years and older.
- **Frontline essential workers**, who do not work remotely, are defined as those workers who are essential for the functioning of society and include the following:
  - **First Responders:** Firefighters (including volunteers), Law Enforcement Officers (LEOs), 911 Dispatch (Public Safety Answering Point – PSAP), Security Personnel, School Officers. EMS personnel are previously included under Phase 1A.
  - **Corrections Officers/Inmates:** Jail Officers, Juvenile Facility Staff, Workers Providing In-Person Support and Inmates.
  - **Food and Agriculture Workers:** Processing, Plants, Veterinary Health, Livestock Services and Animal Care.
  - **United States Postal Service Workers**
  - **Manufacturing Workers:** Industrial production of goods for distribution to retail, wholesale, or other manufacturers.
  - **Grocery Store Workers:** Baggers, Cashiers, Stockers, Pick-Up and Customer Service.
  - **Public Transit Workers:** Flight Crew, Bus Drivers, Train Conductors, Taxi Drivers, Para-Transit Drivers, In-Person Support and Ride Sharing Services.
  - **Education Workers (Congregate Child Care, Pre-K through 12<sup>th</sup> grade):** Teachers, Principals, Student Support, Student Aids, Day Care Workers and Frontline Support Staff.
  - **Shelters/Adult Day Care:** Homeless Shelter, Women's Shelter, Adult Day/Drop-In Program, Sheltered Workshop and Psycho-Social Rehab.
- **Phase 1B Part II:** Persons aged 16 to 64 years with high-risk medical conditions:
  - Persons aged 16 to 64 years with medical conditions that increase the risk for severe COVID-19. Conditions include Obesity, Diabetes, Pulmonary Diseases, Smoking, Heart Conditions, Chronic Kidney Disease, Cancer, Immunocompromised State from a Solid Organ Transplant, Sickle Cell Disease, Pregnancy, and Persons with Disability (Not otherwise covered in previous categories.)
- **Phase 1C:** (Is still in draft form based on ACIP recommendations. Further updates to be released for Phase 1C for the context of Illinois)
  - **Other essential workers, who do not work remotely, may include:**
    - **Transportation and Logistics**
    - **Food Service**
    - **Housing (e.g., Construction)**
    - **Finance (e.g., Bank Tellers)**
    - **Information Technology and Communication**
    - **Energy**
    - **Media**

- Legal
- Public Safety (e.g., Safety Engineers)
- Water and Wastewater
- Public Health Workers

(Note: As of the date of this plan, only Pfizer has been authorized for those ages 16 and up, whereas Moderna was authorized for those ages 18 and up.)

The proceeding phases are widely seen as the next potential groups to be eligible to be vaccinated. These phases have been prepared to assist LHDs to be prepared with a plan, which can be updated as further ACIP guidance is released.

- **Phase 2 (more guidance to come pending ACIP recommendations):**
  - It is possible that Phase 2 will include the rest of the population aged 16 and up.
  - ACIP will make specific age recommendations as data becomes available.

(Note: As of the date of this plan, only Pfizer has been authorized for those under from the ages 16 and up, whereas Moderna was authorized for ages 18 and up.)

**Table 2 lists the estimated population sizes for the groups listed above by phase.**

**Table 2: Estimated Population Size by Group**

Phase	Population Group	Statewide, Including Chicago
1A	Healthcare personnel	Est. 540,000
1A	Long-term care facility residents & staff	Est. 340,000
1B Part I	Frontline essential workers including first responders	Est. 1,400,000
1B Part I	Persons aged 65 and older	Est. 1,900,000
1B Part II	People with high risk comorbid conditions aged 16 to 64	Est. 3,400,000
1C	Other essential workers	Est. 1,500,000
2	Rest of population (aged 16+)	Est. 900,000

Population estimates are adapted from federal census data, DECO data, Tiberius and ACIP & IDPH data estimates. Population-group categories are not exclusive and may not add to the total population (e.g., within Phase 1A, an individual may fall under “Long-Term Facility Staff” and under “Healthcare Personnel”). Please note, the populations calculations do not include children under the age of 16.

Figure 3, below, shows critical population by vaccine supply. Phase allocations may change based on further guidance from the CDC.

2.26.2021

## Critical Populations for Vaccine Allocation

	Limited supply of vaccine	Increased Supply of vaccine			
	<b>Healthcare Workers &amp; Long Term Care Facility Residents &amp; Staff.</b>  <b>Phase 1a</b>  Healthcare Personnel: Defined by the CDC as paid and unpaid workers in healthcare settings who have the potential for direct or indirect exposure to patients or infectious materials.  E.g. Nurses, Nursing Assistants & Aids, Nursing Practitioners, Physicians (DO, MD), Physicians Assistants, Respiratory Technicians, Pharmacists, Emergency Medical Services (EMS), etc.  Other workers such as Reception Staff, Environmental Services Staff, X-Ray Technician's, Phlebotomists, Infectious Waste Workers, Dietary staff, Laundry staff, security staff, etc.  Long Term Care Facility Residents: Defined by the CDC as adults who reside in facilities that provide a range of services, including medical and personal care, to persons who are unable to live independently.  Other Identified Congregate Care Residents & staff: See table 1 State of Illinois COVID-19 Vaccination Plan for list	<b>Persons aged 65+, Frontline Essential Workers &amp; Persons 16 to 64 with high-risk medical conditions.</b>  <b>Phase 1b Part 1</b>  Persons aged 65 & over.  Frontline Essential workers, who do not work remotely: Includes those workers who are essential for the functioning of society and are at highest risk of exposure, such as firefighters (including volunteer), Law Enforcement Officers, 911 Dispatch, Security Personnel, Corrections Officers & Inmates, Food and Agriculture Workers, Postal Service Workers, Manufacturing Workers, Grocery Store Workers, Public Transit Workers, Education sector, including teachers and Support Staff and Shelters/Adult Day Care.  <b>Phase 1b Part 2</b>  Persons aged 16 to 64 years with high-risk medical conditions, which include; Obesity, Diabetes, Pulmonary Disease, Smoking, Heart Condition, Chronic Kidney Disease, Cancer, Immunocompromised State from a Solid Organ Transplant, Sickle Cell Disease, Pregnancy.  Persons with Disability. (Not otherwise covered in previous categories.)	<b>1c is in draft, updates to be released for Phase 1c for the context of Illinois; Other essential workers.</b>  <b>Phase 1c</b>  Further updates to be released for Phase 1c for the context of Illinois;  Other Essential Workers, who do not work remotely: Workers in transportation & logistics, food service, housing (e.g. construction), finance (e.g., bank tellers), Information technology and communication, energy, media, legal, public safety (e.g., safety engineers), water and wastewater and public health workers.	<b>Pending ACIP recommendations, possible groups could include; The rest of the population.</b>  <b>Phase 2</b>  Phase 2 is pending ACIP recommendations, possible groups could include;  The rest of the population aged 16 & up.	
<b>Est. Pop.</b>	<b>880,000</b>	<b>3,300,000</b>	<b>3,400,000</b>	<b>1,500,000</b>	<b>900,000</b>

Figure 3: Critical Populations for Vaccine Allocations

## Section 5: COVID-19 Provider Recruitment and Enrollment

An adequate network of trained, technically competent COVID-19 vaccination providers in accessible settings is critical to the COVID-19 Vaccination Program's success. IDPH's first priority was to enroll LHDs. Enrollment then expanded to include hospitals in the state so that they may provide vaccine to qualifying staff. After hospitals, IDPH will focus on Federally Qualified Health Centers (FQHCs) and pharmacies, especially those in rural areas that do not have hospitals or other opportunities to access vaccines outside of the health departments. By enrolling these pharmacies, IDPH is able to provide vaccine to many priority patients. In coordination with LHDs, the State of Illinois will also support the deployment vaccination mobile vaccination teams able to conduct on-site vaccination events for targeted populations that may not have ready access to another vaccine provider. Once hospitals and pharmacies are on-boarded, IDPH will begin focusing on pharmacies, urgent care clinics, and community providers that will be able to reach additional individuals within these priority populations, as well as other private medical providers. Geographic Information System (GIS) mapping will be used to identify gaps in coverage, and targeted recruitment efforts will be implemented to fill those gaps. IDPH will use an electronic database to enter newly enrolled providers and update it daily and submit it to the CDC.

Provider requirements, including local public health jurisdictions, hospitals, and others wanting to administer the COVID-19 vaccine, are as follows:

- All vaccine providers must enroll in I-CARE and complete and submit (1) the CDC and (2) the IDPH COVID-19 Vaccination Program Provider Agreement electronically through I-CARE. Vaccine will be shipped directly from the manufacturer or distributor to the provider or, in the case of early distribution of the ultra-cold Pfizer vaccine, from IDPH to the LHDs or approved COVID-19 Vaccine Providers to which the LHD allocates vaccine. Enrolled providers who did not initially execute the IDPH COVID-19 Vaccination Program Provider Agreement at registration must access the IDPH COVID-19 Vaccination Provider Agreement through a Smartsheets link provided in the January 15<sup>th</sup> SIREN guidance document, "COVID-19 Mass Vaccination Guidance for Providers." Providers must complete the COVID-19 Provider Agreement as a requirement to administer the COVID-19 vaccination.
- Local public health jurisdictions should collaborate with their RHCCs, hospitals, and long-term care and assisted living facilities within the county and with other potential vaccine providers that cater to critical infrastructure and/or frontline essential workers in their jurisdiction to ensure full coverage of vaccine first to designated priority groups and then to the general public.
- All entities must provide training to staff assigned as vaccinators and to other staff members assigned to assist with vaccine administration operations.
- As part of the CDC COVID-19 vaccine provider agreement, COVID-19 vaccination providers must document vaccine administration in their medical record systems within 24 hours of administration, and use their best efforts to report administration data to the relevant system for the jurisdiction (i.e., IIS) as soon as practicable and no later than 72 hours after administration. Site visits are not required for COVID-19 vaccine providers, but the Chief Medical Officer associated with each site that signs the vaccine provider agreement is attesting that he or she meets the requirements listed in the agreement. For vaccine administration tracking and reminders of a second dose, if needed, all vaccine providers must plan to use I-CARE or EMTrack. At this time the race and ethnicity data field requirement does

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not apply to records that are uploaded through the HL7 interface option. However, HL7 standards specify if the EMR or sending system collects race and ethnicity. Those fields should be sent to I-CARE. This data is mandatory for those entering data manually into I-CARE.

- All vaccine providers must daily report vaccine administration and on-hand inventory to IDPH for tracking and reporting data elements as defined by the CDC. The CDC is using VaccineFinder to help facilitate reporting of COVID-19 vaccine supply and, as appropriate, to help direct people to locations offering vaccine. All providers must report vaccine inventory information into VaccineFinder, all COVID-19 vaccine providers will receive an email from CDC/VaccineFinder on how to enroll into this program. The option for a site to be visible on the VaccineFinder public-facing website will be available when and/or if providers want to increase access to vaccine to the public.
- All vaccine providers must share with vaccine recipients the required EUA fact sheets and/or VIS on the vaccine administered.
- All providers' plans must include procedures for reporting clinically important adverse events. Adverse events also will be monitored through Electronic Health Records (EHR) and claims-based systems such as Vaccine Safety Datalink.
- All vaccine providers must be registered in the Illinois Health Alert Network–HAN/SIREN to receive vaccine guidance and critical updates on the COVID-19 vaccination administration mission.

#### **State of Illinois Rapid Electronic Notification System (SIREN)**

SIREN is a secure web-based persistent messaging and alerting system that leverages email, phone, text, pagers, and other messaging formats to provide 24/7/365 notification, alerting, and flow of critical information. This system provides rapid communication, alerting and confirmation between state and local agencies, public and private partners, and target disciplines and authorized individuals in support of state and local emergency preparedness and response.

To register for SIREN, visit <https://www.siren.illinois.gov/agreement.php>

SIREN, originally implemented as the core alerting service for the Illinois Department of Public Health's Health Alert Network, has been broadened in scope and utility to make it a robust tool for all state agencies and partners with alerting, notification and collaboration needs and is available to all agencies and partners.

SIREN is used for targeted alerting based on members' professional roles or functions. It is not intended for use as a public warning system at this time. During registration, participating entities will need to enter contact information and select a specific organization and function. IDPH, all public health partners, and other members may contact SIREN at [dph.siren@illinois.gov](mailto:dph.siren@illinois.gov); IEMA and emergency management partners may contact SIREN at [ema.siren@illinois.gov](mailto:ema.siren@illinois.gov). Emails should include a detailed message, including information about where you work and your role or title.

## Section 6: COVID-19 Vaccine Administration Capacity

With the assistance of numerous state agencies and professional organizations IDPH is recruiting and enrolling COVID-19 vaccination providers. These providers will vary in types and settings to address each of the previously described phases of vaccine availability.

IDPH will use GIS mapping to identify the locations of organizations expressing initial interest in becoming pandemic vaccine providers. Additionally, IDPH will use maps to indicate populations with a higher prevalence of conditions or circumstances that increase the risk of significant morbidity and mortality from COVID-19. Particular attention will be paid to those identified areas to ensure vaccine providers are recruited in those geographic areas in sufficient numbers to vaccinate at-risk populations. This will allow the planning team to visualize gaps in access and recruit providers in specific regions.

Initial onboarding will focus on LHDs and all hospitals, with priority given to those with emergency departments and/or intensive care units.

Local pharmacies will be used to provide expanded access to a variety of communities. Pharmacists are not only highly accessible, but they are also commonly available for longer hours and for more days than non-pharmacy providers. 99 percent of the long-term care providers in the State of Illinois are using the partnership program established by CDC with Walgreens and CVS pharmacies to ensure their residents and staff are vaccinated. As of the date of this plan, this program has been activated and vaccination operations are in progress in LTCFs across the state.

IDPH plans to support the use of mobile vaccination teams to support and provide vaccination clinics to defined targeted groups and populations and to deploy to areas affected by health inequity, often referred to as areas with “at-risk” or “vulnerable” populations. This can occur in each of the phases, when necessary.

To assist with vaccination operations at POD sites, COVID-19 vaccine providers can use Illinois Helps to search for qualified volunteers.

- Illinois Helps ([www.illinoishelps.net](http://www.illinoishelps.net)) is a state registry of volunteers for both medical and non-medical occupations who can be requested in a disaster or public health emergency.
- Thirty-eight states use a platform similar to Illinois Helps, built on the federal standard Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP).
- Illinois Helps is a decentralized system whereby each organization (e.g., LHD, hospital, Medical Reserve Corps [MRC], long-term care facility) manages individual volunteers that wish to work with that specific organization.
- A volunteer registers in the system, gives his or her information (including licensure and skills), and chooses from up to 15 organizations with which to work.
- The organization using the volunteer follows its own protocols, including background checks, if appropriate, to onboard the volunteer.
- This is not an event-based system but rather a holistic volunteerism program whereby each organization works with volunteers in a variety of ways.
- Approximately 270 qualifying organizations, including LHDs, MRC, hospitals, and long-term care facilities are registered in Illinois Helps to request volunteers.

- Any healthcare organization wishing to access and manage volunteers may request to do so at [illinois.helps@illinois.gov](mailto:illinois.helps@illinois.gov).
- Mass Vaccination Sites

### **CDC COVID-19 Training**

The CDC has released [immunization education & training](#) for COVID-19 vaccine administration. The training includes three modules:

1. [COVID-19 Vaccine Training: General Overview of Immunization Best Practices for Healthcare Providers](#)
2. [Moderna COVID-19 Vaccine: What Healthcare Professionals Need to Know](#)
3. [Pfizer-BioNTech COVID-19 Vaccine: What Healthcare Professionals Need to Know](#)

### **Illinois National Guard**

The Illinois National Guard (ILNG) Mass Vaccination Augmentation Package is capable of augmenting county public mass vaccination operations or deployable as a standalone package for remote vaccination (established under the supervision of Local Health Department). Based on operational requirements, these teams can either operate individually with assistance from a health department, augment existing vaccination efforts, or multiple teams can deploy to a single location to provide vaccination surge capability. During the initial phases of this operation, the ILNG has the capability to deploy military personnel and medics providing up to 47,250 vaccinations per week. The ILNG will work under the supervision of the Illinois Department of Public Health, Local Health Department and take direct orders from the Governor of Illinois. Its mission will be evolving over the course of the vaccination program and tailored to best serve the citizens of Illinois.

### **Large Vaccination Sites**

As vaccine supply increases, large vaccination sites will be established in northern, central, and southern Illinois. These sites will be fixed and strategically located to equitably serve all populations as efficiently as possible. Initially, the sites will be led by the ILNG, but different solutions will be leveraged as vaccination operations continue.

### **Expanded Scopes of Practice**

The Illinois Department of Financial and Professional Regulation (IDFPR) has taken steps to expand scopes of practice for professions such as dentists and pharmacists. The Illinois Department of Public Health Division of Emergency Medical Services (EMS) and Highway Safety, has also provided for expanded scopes of practice for those EMS personnel licensed at the level of Advanced Emergency Medical Technicians (AEMT) and Emergency Medical Technicians – Intermediate (EMT-I), to vaccinate as approved by their EMS System Medical Director. According to an IDPH [Proclamation](#), during the declared state of emergency due to the COVID-19 pandemic, EMT-I's and AEMTs (through the current disaster proclamation) may

administer vaccinations in an EMS Medical Director approved vaccination program. Any Illinois EMS System interested in beginning to use Illinois-licensed paramedics, EMT-Is, or AEMTs for vaccine administration must do so under the approval of the EMS Medical Director and the IDPH Division of EMS & Highway Safety. This plan can include agency personnel vaccine administration and community vaccination programs. A system plan for vaccine administration must be developed and include, at a minimum:

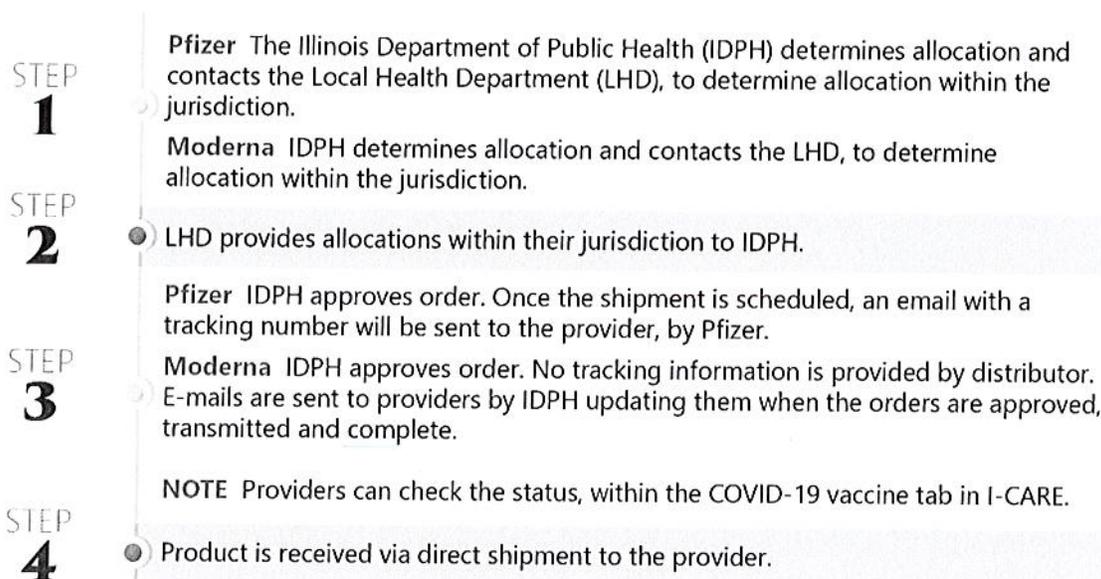
- 1) A written policy outlining the types of vaccines being administered.
- 2) A training program for paramedics, EMT-Is, or AEMTs that includes administration, documentation, and education about vaccine side effects or adverse reactions.
- 3) Communication plans for when paramedics, EMT-Is, or AEMTs will be used for vaccine administration and where they will be administering the vaccines.
- 4) A quality assurance plan for tracking and documenting the use of paramedics, EMT-Is, or AEMTs for vaccine administration.
- 5) Annual continuing education for paramedics, EMT-Is, or AEMTs as it relates to vaccine administration and medication education.
- 6) At this time, no person under 6 years of age may receive a vaccination from an Illinois licensed Paramedic, EMT-I, or AEMT.

(Note: As of the date of this plan, only Pfizer has been authorized for those under from the ages 16 and up, whereas Moderna was authorized for ages 18 and up.)

Additionally, EMS Systems should consider the need for just-in-time training that may specifically address the type of medication being administered and the manufacturer recommended patient education. This education may vary based on manufacturer. This information and the requirements for EMS personnel to administer vaccines in an EMS Medical Director approved vaccination program is subject to change based on any future guidance from IDPH and other state and federal partners. All jurisdictions and providers should ensure that the appropriate medical personnel have issued a standing order, under which COVID-19 vaccinations can be administered.

## Section 7: COVID-19 Vaccine Allocation, Ordering, Distribution, and Inventory Management

The IDPH Immunization Section will use established I-CARE protocols to coordinate ordering and tracking use of the pandemic vaccines from the CDC, or from the designated vendors. LHDs will be the first to order while vaccine is scarce. IDPH will work with LHDs to determine which providers should be prioritized in their jurisdiction. Once the supply of vaccine increases and later phases are entered, orders can be processed directly with all providers.



**Figure 4: Illinois Department of Public Health COVID Vaccination Allocation Steps**

For refrigerated and/or frozen vaccine, approved vaccine orders—including the adjuvant, if necessary, and all ancillary supplies—will be shipped directly to providers’ designated locations. This shipment is executed by McKesson or the vaccine manufacturer and is expected to ship within 24 hours of the order being received through VTrckS. However, this timeframe is dependent on vaccine availability and on McKesson and the vaccine manufacturers to meet this timeline.

On initial distribution, Illinois will activate the State Emergency Operations Center (SEOC) to support and monitor distribution of the vaccine. To ensure success of the mission, ICS may be expanded as needed, to possibly include but not be limited to, the following positions:

- The IDPH Immunization Group is the lead for processing and approving vaccine orders in I-CARE. The Immunization Group will also be responsible for monitoring patient tracking and for monitoring adverse events reporting. This group is headed by the Vaccines for Children Administrator and staff.

- The Vaccine Administration Division is responsible for liaising with vaccine providers in each of the healthcare coalition regions and public health jurisdictions, by provider type. This group will be led by regional staff who have experience working with LHDs, hospitals, long-term care facilities, and the healthcare coalitions.
- I-CARE administration staff is responsible for COVID-19 vaccine provider enrollment and technical support. This group will be led by the I-CARE Administrator and staff.
- The RSS/Distribution Group is responsible for tracking COVID-19 vaccine orders shipped directly from the manufacturer to providers. IDPH staff familiar with distribution operations will lead.

Adult ancillary supply kits shipped by McKesson will include the following:

**Moderna Vaccine ancillary supply kit for 100 doses:**

- 85 needles (22-25G x 1")
- 20 needles (22-25G x 1.5")
- 105 syringes (1mL or 3mL)
- 210 alcohol pads
- 100 vaccination record cards, for each vaccine recipient
- 1 needle gauge and length chart
- Limited supply of personal protective equipment (PPE), such as surgical masks and face shields for vaccinators. Each ancillary kit contains 4 surgical masks and 2 face shields.

**Pfizer Vaccine ancillary supply kit for 975 doses: (Note: The Federal Government is increasing the ancillary supply kits to account for the 6<sup>th</sup> dose and the increase from 975 doses to 1,170)**

- 1,000 needles (22-25G X 1")
- 240 needles (22-25G X 1.5")
- 205 mixing needles (21-25G X 1.5")
- 1,240 syringes (1mL)
- 205 syringes (3mL or 5mL)
- 2,900 alcohol pads
- 1,200 vaccination record cards, for each vaccine recipient
- 200 Diluent vials
- 10 needle gauge and length charts
- Limited supply of personal protective equipment (PPE), such as surgical masks and face shields for vaccinators. Each ancillary kit contains 50 surgical masks and 25 face shields.

Supplies not included in shipments from McKesson or the vaccine manufacturer and to be procured by the provider include sharps containers, gloves, and bandages. Providers may need to plan for additional PPE, depending on vaccination site needs.

Minimum order size for CDC–distributed vaccine will be 100 doses per order for vaccines stored at refrigerated (2°C to 8°C) or frozen (-15°C to -25°C) temperatures, note Pfizer requires ultra-cold temperatures.. Minimum orders for ultra-cold vaccines that are shipped directly from the manufacturer will be 975 doses per package and will be shipped in special shipping containers containing dry ice. Due to the limited allocations of the initial doses of ultra-cold vaccine, IDPH will receive most initial orders at a central location and re-distribute to LHDs, depending on their allocation, at refrigerated (2°C to 8°C) temperatures. Providers should use the entire dose allocation and not hold first doses of vaccine back for a second doses, as the second dose will be provided closer to the time of its expected administration, per CDC guidance (Note: For the Pfizer vaccine, the CDC has issued guidance allowing the use of 6<sup>th</sup> and even 7<sup>th</sup> doses that are being drawn from the 5-dose vial, as long as they are complete doses. Vaccine from multiple vials should not be pooled, per the CDC, to make complete doses). As of the date of this plan, extra diluent should not be added to draw additional doses, per CDC guidance. See recommendations for [how to mix diluent and vaccine, for Pfizer vaccine only](#). **Do not** mix Moderna vaccine with a diluent. Follow the hyperlinks for more information from the CDC regarding vaccine preparation and administration for [Pfizer](#) and [Moderna](#).

### **Vaccine Allocation**

The federal government will determine the amount of COVID-19 vaccine designated for each state. Using this allocation, IDPH will manage and approve orders from enrolled providers. During initial rollout when vaccine is scarce, LHDs determine the allocations within for their jurisdiction based on their local vaccination plan. The amount allocated will change over time and may be based on critical populations recommended for vaccination, COVID-19 vaccine production and availability, and overall population of the jurisdiction. Federal agencies and additional commercial partners will also receive allocations directly from the CDC once larger volumes of vaccine are available. The CDC is currently developing procedures to ensure that jurisdictions have full visibility into COVID-19 vaccine supply and vaccination activities among these entities located within their boundaries. Local public health jurisdictions should plan outreach to their regional healthcare coalition, hospitals, long-term care/assisted living facilities, and with other potential vaccine providers in their jurisdictions to determine each entity’s capacity to order and receive vaccine to assist with vaccination operations for their population.

- IDPH will estimate overall allocations of COVID-19 vaccine based on the size of critical population groups within each local public health department’s jurisdiction.
- The City of Chicago will receive a separate, pro rata allocation of SARS-CoV-2/COVID-19 vaccine directly from the CDC.
- Tiberius, a vaccine allocation, and planning tool used at the state level developed by Operation Warp Speed (OWS), is designed to calculate each jurisdiction’s allocation, and will be used for this event. The tool will list public health jurisdictions, all eligible providers in the jurisdiction, and their vaccine administration capacity to efficiently allocate the vaccine in real-time as information is received from the CDC.
- Jurisdictions should anticipate that allocation strategies may shift during the response based on supply, demand, and needs within the state.
- The following federal entities will receive direct allocation of COVID-19 vaccines from the CDC: The Federal Bureau of Prisons, U.S. Department of Defense, the U.S. Department of State, the U.S. Department of Veterans Affairs, and the Indian Health Service. Federal agencies are

planning to implement ACIP recommendations and will be included in early vaccine allocation and distribution. Vaccine allocation to these federal entities will not count against a jurisdiction's vaccine allocation. Federal agencies that are involved in the response but not listed above should work with the state immunization program to ensure their staff is included in the plans for vaccination.

- In addition to the federal entities receiving vaccine directly from the federal government, pharmacies participating in the Federal Retail Pharmacy Partnership Program will receive vaccine directly from the federal government in addition to the State's allocation. Walgreens will be the first pharmacy to receive this additional federally-allocated vaccine, and more pharmacies will be added as vaccine becomes available at the federal level. In advance of the full activation of the Federal Retail Pharmacy Program, Illinois will transfer a portion of the state's allocation to partnering pharmacies and direct allocations to areas identified as more vulnerable through the COVID-19 Community Vulnerability Index (CCVI).

### **Vaccine Arrival and Distribution**

All providers must have plans in place to receive vaccine and ancillary supplies shipped directly to the designated sites and a centralized distribution of vaccine where applicable. Each LHD's plan will be submitted to IDPH for review to ensure it is in line with the state strategy and to identify additional opportunities for technical assistance to provide to the LHDs. Plans must reflect and adhere to the CDC's requirements for storage and handling of the different types of vaccines. Providers willing to administer the vaccine continue to be enrolled in the Immunization Information System (IIS) and agree to requirements for receiving, storing, administering, and tracking vaccine administration. Enrolled providers will place orders for the vaccine with the state immunizations program. (See Section 11 for more details.) The CDC is expected to provide each state an allocation of vaccine based on population, and states can prioritize and fill orders against those allocations. Orders are then sent to the CDC and vaccines will be shipped directly to the provider through a centralized vaccine distributor. Note: Ultra-cold vaccine will be initially distributed through a centralized "hub and spoke" model; see Tier 2 Distribution below. Depending on the availability of vaccine, this hub and spoke model may be used in future distributions as well.

## How does COVID-19 vaccine get to Illinois?

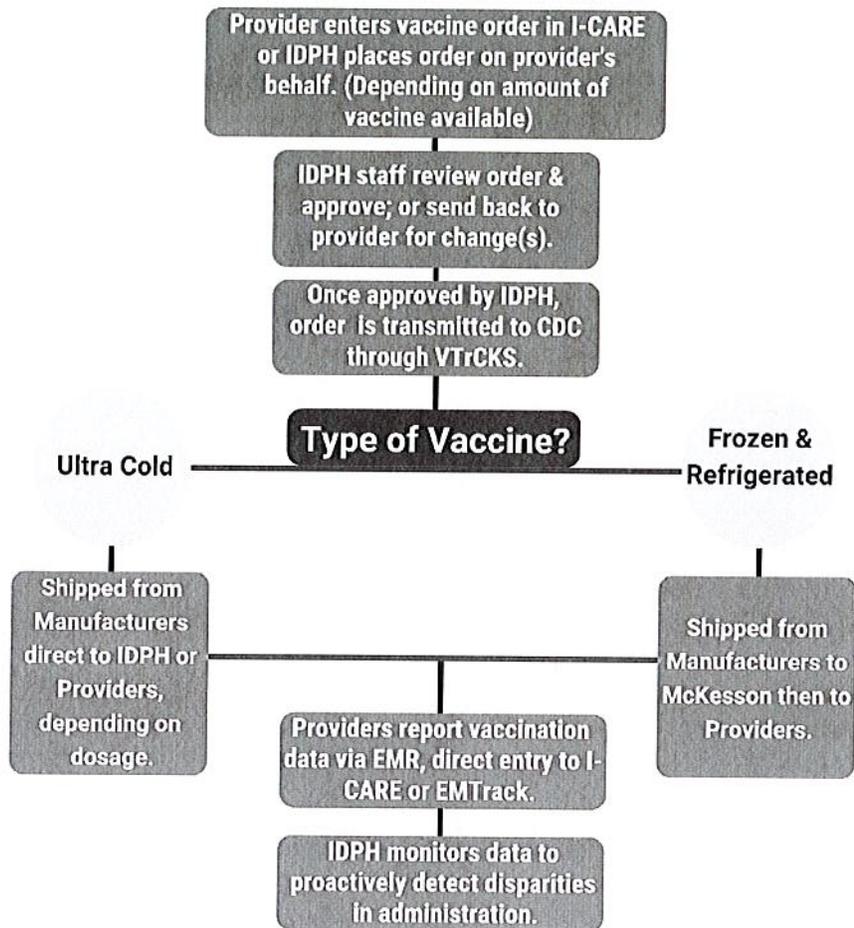


Figure 5: COVID-19 Vaccinations Transportation

The State of Illinois has developed a two-tiered strategy to ensure vaccine delivery:

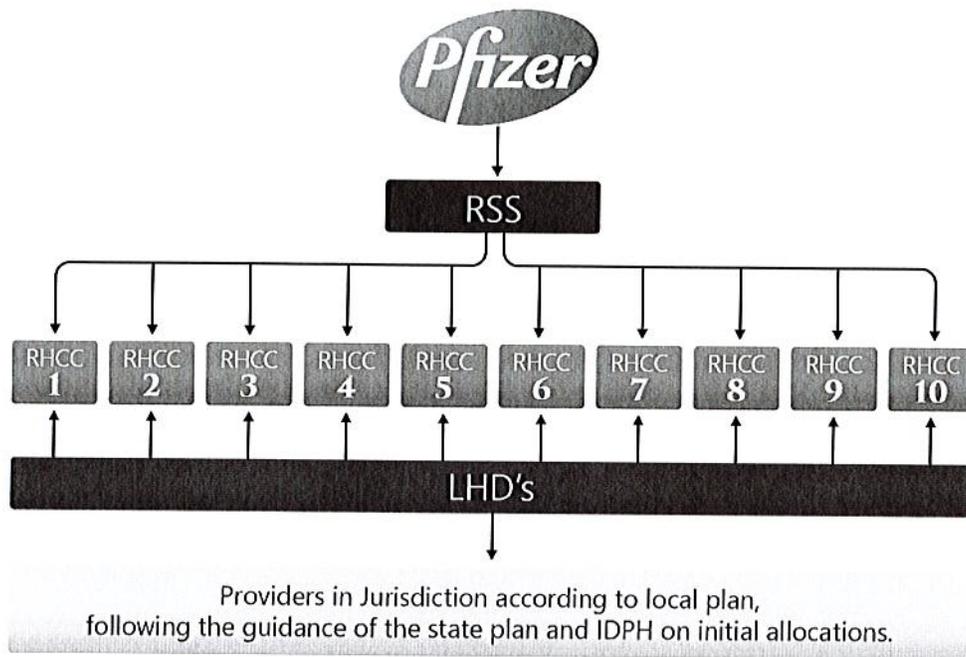
- Tier 1 for refrigerated and frozen vaccines
  - Private carriers currently perform distribution and delivery to each provider. Vaccine will be sent directly to vaccination providers for administration or to designated depots for secondary distribution to administration sites. Once a load of vaccine is shipped to a provider site, the federal government will not redistribute the product.
  - Under the current vaccine-delivery processes, the CDC contracted McKesson, a third-party distribution company, to conduct the service.
  - Providers must ensure proper equipment is in place and have developed plans to receive the vaccine directly from McKesson or the vaccine manufacturer at their designated site(s).

- To reduce waste, if a provider has vaccine that cannot be utilized in the given priority population, the provider shall contact their LHD to allocate extra doses with sufficient shelf life for transportation and administration for redistribution.
- LHDs may redistribute vaccines while maintaining the cold chain. With the challenge of meeting cold chain, LHDs should limit any redistribution to refrigerated vaccines only.
- Any necessary further distribution to sub-sites within the local jurisdictions is determined by the LHD and its community partners as part of that agency's pandemic response plan.
- If redistribution is not possible for a provider, or if the vaccine's shelf life does not facilitate a safe transfer, providers should administer the vaccine to the next priority group in the following phase to prevent vaccination waste; i.e., if in Phase 1A with a lack of 1A populations to utilize the surplus vaccine, the provider should then move to Phase 1B, in order not to waste the vaccine. If this occurs, the provider shall notify the LHD for the given jurisdiction.
- Tier 2 for ultra-cold vaccines
  - A centralized distribution model ("hub and spoke") will be executed for initial distribution of ultra-cold vaccine using a modified version of the State Strategic National Stockpile Plan. With the initial scarcity of vaccine supply to the State of Illinois and the minimum order size of 975 doses (1,170 doses accounting for the 6<sup>th</sup> dose in Pfizer Vials), this was the model to ensure widescale vaccine distribution without vaccine waste. This model also ensures the following:
    - Vaccines are maintained at the appropriate temperature of -60°C to -80°C, upon arrival, to ensure vaccine integrity.
    - Logistical and resource complexity on local jurisdictions are reduced.
    - The integrity of the vaccine during shipping due to ultra-cold requirements is ensured.
    - Vaccines needing to be held and/or stored will be kept in ultra-cold vaccine freezers to decrease the amount of dry-ice consumption needed for local operations and to ensure vaccine integrity.
    - Jurisdictions not meeting the 975 minimum dose allocation can still receive vaccine.
  - For providers that will be allocated at least 975 doses and/or in increments of 975, and can maintain the ultra-cold vaccine supply chain, IDPH may approve shipments directly to those providers' facilities.
    - COVID-19 vaccine (Pfizer) requires ultra-cold temperatures during shipment and will arrive in a thermal shipping container with dry ice. To unpack the vaccine, staff will need proper personal protective equipment (PPE) and should know how to handle dry ice safely.
    - For those receiving direct shipment of Pfizer, approximately 1 day after vaccine arrival, an additional shipment will arrive and will consist of:
      - Dry Ice Refill
      - Dry Ice Plastic Scoop
      - Dry Ice Gloves

- Face Shield
  - OSHA Safety Documentation
- Operations will be coordinated through the SEOC, as needed, and supported by the Illinois Emergency Management Agency (IEMA). The Illinois State Police will provide security for delivery vehicles, where indicated.

Distribution will take place as follows (excluding Chicago):

- Initial shipments and subsequent second doses of Pfizer ultra-cold vaccine, will be direct shipped to the Strategic National Stockpile (SNS) receipt Stage & Store (RSS) warehouse for Illinois. This model will be utilized until the supply of vaccine to the State of Illinois allows for direct shipments to all providers. This model will continue to be utilized if widescale shipments of Pfizer are indicated across the state under the 975-dose level. Otherwise, it will be direct shipped to the provider from the manufacturer.
- Vaccine will be transferred into ultra-cold freezers to maintain vaccine integrity at the SNS.
  - Upon arrival at the SNS-RSS facility, the logistics staff will conduct an in-depth inventorying of the vaccine against provided packing slips and upload information into the state's inventory management system to begin tracking movement and delivery of the vaccine. The vaccine will be kept in ultra-cold storage freezers until it is time to repackage for shipment. IDPH will provide the logistics staff and SNS-RSS incident command the allocations of vaccines to begin repackaging for delivery.
- Vaccine will be prepared for shipment to 10 RHCCs in the state (excluding Chicago) at 2°C to 8°C.
  - IEMA Logistics will coordinate transport with the Illinois State Police to secure the SNS-RSS and the transport of each shipment of each vaccine to each of 10 state RHCCs.
  - Vaccine may be shipped in an ultra-cold state to jurisdictions receiving vaccine that have ultra-cold capability to provide more time for local plan execution. Vaccine allocation will be based on allocation size, capability, and availability of ultra-cold shippers.
    - Once vaccine arrives at the RHCCs, each LHD that is receiving a vaccine allocation will pick up its allocation from its respective RHCC. The shipment will also include ancillary supplies. LHDs will transport the shipment back to their jurisdiction for vaccination operations. This will "start the clock" and be the first day of the 5-day window to use the Pfizer vaccine at the refrigerated temperature of 2°C to 8°C. Vaccine cannot be re-frozen.
    - Once LHDs arrive in their jurisdiction, the vaccine will be placed into a vaccine refrigerator in the jurisdiction to maintain the vaccine temperature. (Note: Shipping boxes and other shipping equipment, such as ice packs and the data logger, will be returned to IDPH via a return shipping label that will be included with the shipment.)



**Figure 6: Vaccine Distribution**

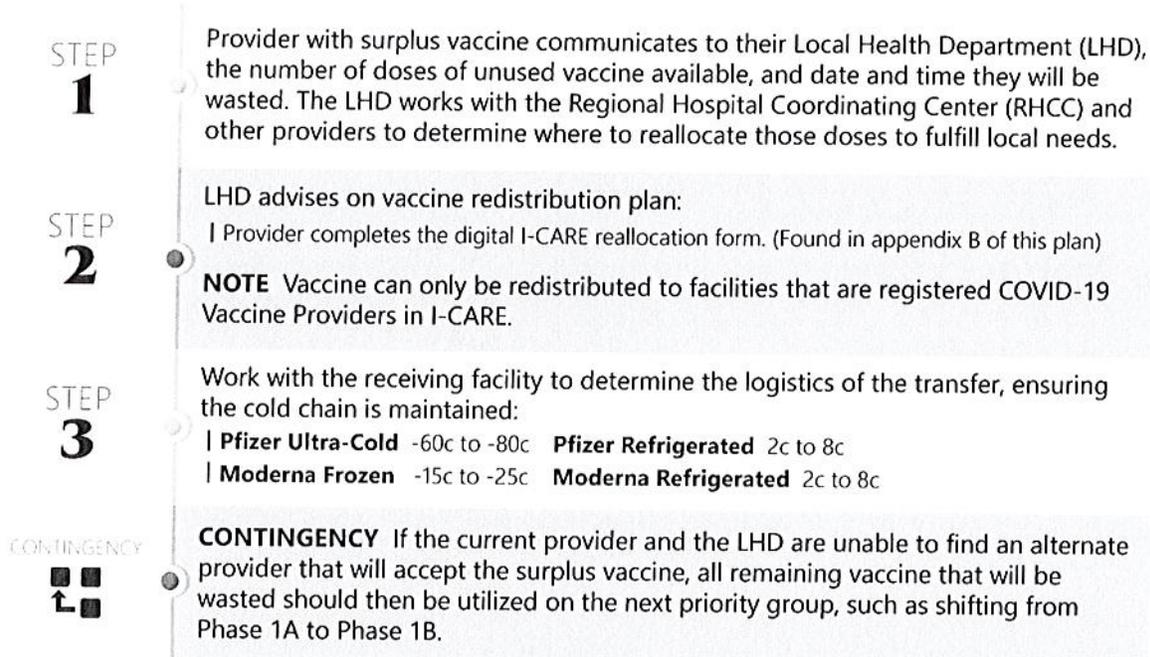
The state conducted an initial baseline survey of ultra-cold storage capability across the State of Illinois, identifying capability and capacity in locations such as hospitals, LHDs, universities, and colleges. These locations have been identified to act as contingency ultra-cold storage locations should additional capacity be needed. Additionally, state ultra-cold freezers have been staged in various regions across the state to increase statewide capability.

#### **Inventory Management**

COVID-19 vaccination providers will be required to report inventory of COVID-19 vaccines in VaccineFinder. Additional doses gained from vaccine vials should also be reported in I-CARE, this is to ensure your inventory it increased to account for additional doses drawn from vaccine vials. From this data, IDPH will maintain on a real-time basis a database inventory of each dose of vaccine that is shipped from the manufacturer or distributor and received at each ship-to site. Ship-to sites will maintain on a real-time basis an inventory of vaccine in stock, manufacturer name, lot numbers, expiration dates for each lot, and a record of each dose of vaccine transferred to any clinics designated to conduct the vaccination clinics.

#### **Unplanned Repositioning**

IDPH plans to minimize redistribution of COVID-19 vaccine to every extent possible by ensuring appropriate allocation to vaccination partners; however, some redistribution will be unavoidable. Redistribution for initial shipments of ultra-cold vaccine will be distributed and coordinated centrally to ensure the integrity of the ultra-cold chain (See “Tier 2 – For Ultra-cold Vaccines” above).



**Figure 7: Illinois Department of Public Health Surplus Vaccine Redistribution Steps**

Refrigerated and frozen vaccine will only be redistributed with the approval and involvement of IDPH and the guidance from the LHD. Depending on the circumstances, vaccine may be transported by regional immunization staff or the local or regional health department. IDPH will follow existing VFC Program protocols to coordinate safe transfer of vaccine in situations of unplanned repositioning. Providers are expected to contact their LHD and program staff in the event unplanned repositioning is necessary to prevent waste of vaccine. All providers will receive an educational packet that includes the expectation and program contact information once enrolled into the COVID-19 Vaccination Program. All COVID-19 vaccine transfers will be conducted with the assistance of the immunization program. Immunization field staff are located across the state and are trained in conducting VFC Program activities, including safe transfer of vaccines. Digital Data Loggers (DDLs) will always remain with the vaccine before, during, and after transfer. All transport requirements and recommendations outlined in Section 6 of the [CDC's Storage and Handling Toolkit](#) will be followed. As vaccine is being initially retrieved, a final inventory reconciliation will be conducted and documented in the IIS. Once vaccine transfer is complete, the reconciled inventory will be transferred to the receiving facility's inventory and accepted by the new COVID-19 vaccine provider.

IDPH plans to minimize redistribution of COVID-19 vaccine to every extent possible by ensuring appropriate allocation to vaccinating partners; however, some redistribution will be unavoidable. Redistribution will be coordinated centrally for initial shipments of ultra-cold vaccine to ensure the integrity of the cold chain, and, at least initially, vaccine will only be redistributed with the approval and

involvement of IDPH and LHDs. Depending on the circumstances, vaccine may be transported by regional staff, the LHD, or other designated and approved providers.

#### **Additional Doses from Pfizer Vials**

According to the FDA, the Pfizer vaccine comes in multidose 5 dose vials. After dilution, vials of Pfizer-BioNTech COVID-19 Vaccine may contain 5, 6 or 7 doses dependent on the type of syringe being utilized. Additionally, Moderna may also have 10 or 11 doses dependent on the type of syringe being utilized.

Per the FDA and the CDC:

- If the amount remaining in the vial, after the 5 doses (Pfizer) or 10 doses (Moderna), is enough for additional full doses, it may be utilized.
- If the amount of vaccine remaining in the vial cannot provide a full dose, discard the vial in a sharps container and waste any excess volume.
- Do **NOT** pool excess vaccine from multiple vials to create an additional full dose.

#### **Vaccine Packaging Disposal**

To maintain security and safety of the vaccines, proper disposal of all vaccine packaging is crucial. If vaccine packaging is not disposed of properly, bad actors can reuse this packaging for nefarious reasons.

- All used/depleted vials should be disposed of in medical sharp's container following disposal protocol.
- Pfizer trays "pizza boxes" should be shredded/destroyed before being disposed.
- All Pfizer shipper boxes should be shipped back to Pfizer utilizing the return mail label included with the shipment.

Visit the CDC [COVID-19 Vaccination Toolkits](#) page for useful CDC guidelines.

## **Section 8: COVID-19 Vaccine Storage and Handling**

COVID-19 vaccine products are temperature-sensitive and must be stored and handled correctly to ensure efficacy and maximize shelf life. Proper storage and handling practices are critical to minimize vaccine loss and limit risk of administering COVID-19 vaccine with reduced effectiveness. Jurisdictions should work with staff at each COVID-19 vaccination provider site to ensure appropriate vaccine storage and handling procedures are established and followed. Providers need to provide refrigerator and/or freezer certificates to the IDPH Immunization Program. Additionally, providers must review data-logging equipment logs regularly and upload them to I-CARE to validate compliance. Providers must also record the minimum and the maximum temperature in the morning and the temperature once in the morning and once in the afternoon. Providers must upload temperature logs into the IIS, and IDPH will only allow

sites to order vaccines if they can guarantee appropriate temperatures are maintained. IDPH and CDC requirements will be shared with providers during the enrollment process.

It is expected that cold-chain storage and handling requirements for COVID-19 vaccine products will vary in temperature from refrigerated (2°C to 8°C) to frozen (-15°C to -25°C) to ultra-cold (-60°C to -80°C) in the freezer or within a dry-ice shipping container. Ongoing stability testing may affect these requirements.

The cold chain begins at the COVID-19 vaccine manufacturing plant, includes delivery to and storage at the COVID-19 vaccination provider site, and ends with administration of COVID-19 vaccine to a person. Jurisdictions and vaccination providers are responsible for maintaining vaccine quality from the time a shipment arrives at a vaccination provider site until the dose is administered. IDPH will minimize opportunities for breaks in the cold chain. Most COVID-19 vaccine will be delivered from CDC’s centralized distributor directly to the location where the vaccine will be stored and administered, although some vaccine, such as initial shipments of ultra-cold vaccine, will be distributed through a centralized “hub and spoke” model. IDPH has a means to store vaccine if an “unplanned repositioning” of vaccine is required. IDPH has procured resources to assist in adherence to all cold-chain requirements, including ultra-cold storage capacity.

Providers **should use the entire dose allocation** and **not** hold vaccine for a second dose, as the second dose will be provided closer to the time of its expected administration by the Federal Government, per CDC guidance.

#### **Satellite, Temporary, and Off-Site Clinics:**

Satellite, temporary, and off-site vaccination clinics play an important role in improving vaccination coverage rates and vaccinating hard-to-reach populations. Providers are encouraged to discuss and coordinate these clinics with their LHDs. Vaccination clinics held in these settings have unique challenges, and providers must follow specific guidelines provided by the CDC for managing publicly supplied vaccine in these nontraditional settings. IDPH has procured ultra-cold storage freezers, which will be used for a centralized distribution of ultra-cold vaccine and can also act as contingency should ultra-cold vaccines need to be stored.

Visit the CDC [Guidance for Planning Vaccination Clinics Held at Satellite, Temporary, or Off-Site Locations](#) for a step-by-step guide on overseeing vaccination clinics.

Visit the CDC [COVID-19 Vaccination Toolkits](#) page for useful CDC Toolkits.

To better assist with this situation, the following will be required:

- The quantity of COVID-19 vaccine transported to a satellite, temporary, or off-site COVID-19 vaccination clinic will be based on the anticipated number of COVID-19 vaccine recipients and the ability of the vaccination provider to store, handle, and possibly transport the vaccine appropriately. This is essential to minimizing vaccine wastage and spoilage.
- COVID-19 vaccines may be transported—not shipped—to a satellite, temporary, or off-site COVID-19 vaccination clinic setting using vaccine transportation procedures outlined in the COVID-19 addendum to [CDC’s Vaccine Storage and Handling Toolkit](#). The procedures will include transporting vaccines to and from the provider site at appropriate temperatures, using appropriate equipment, and monitoring and documenting temperatures.

- Upon arrival at a COVID-19 vaccination clinic site, vaccines must be stored correctly to maintain appropriate temperature throughout the clinic day.
- Temperature data must be reviewed and documented according to guidance in the upcoming COVID-19 addendum to [CDC’s Vaccine Storage and Handling Toolkit](#).
- At the end of the clinic day, temperature data must be assessed prior to returning vaccine to fixed storage units to prevent administration of vaccines that may have been compromised.
- As with all vaccines, if COVID-19 vaccines are exposed to temperature excursions at any time, the temperature excursion should be documented, reported, and acted upon according to the immunization program’s procedures.

### **Unplanned Vaccine Repositioning**

Before movement of any vaccine for redistribution, providers must submit a request to the immunization program by filling out the [I-CARE Redistribution Form](#), this digital form is also available in Appendix B as a link, and contact their LHD. The program will provide the CDC redistribution form to the site. Before the approval of the movement of vaccines, cold-chain management must be secured. IDPH will follow existing VFC Program protocols to coordinate the safe transfer of vaccine in situations of unplanned repositioning. Providers are expected to contact program staff in the event unplanned repositioning is necessary to prevent the waste of vaccine. All COVID-19 vaccine transfers will be conducted with the assistance of IDPH staff. DDLs will remain with the vaccine at all times before, during, and after the transfer. DDL reports will be evaluated for temperature excursions, prior to vaccine transport, and after transport to the receiving facility is completed (See Figure #7 above “Surplus Vaccine Redistribution Process”).

### **Temperature Excursion Reporting**

Cold-chain maintenance at individual provider locations will require appropriate vaccine storage and temperature-monitoring equipment, trained provider staff, and consistent, accurate inventory management as already discussed. All enrolled providers will be required to report temperature excursions by the next business day to IDPH. Providers are also expected to label vaccine that has undergone a temperature excursion as “Do Not Use” and cease administration of the vaccine until stability has been determined by the program. Staff will be assigned to handle incoming temperature excursions per program protocols, and support will be provided by the immunization field staff should the situation require assistance. Providers that fail to report temperature excursions within 1 business day will be at high risk for wasting vaccine and the need to re-vaccinate patients. Facilities failing to report a temperature excursion and facilities with repeated temperature excursions will be closely monitored and required to submit weekly data logger reports to the program. Facilities identified as having these issues will be reviewed on a case-by-case basis and will risk having their vaccines reallocated to other facilities if these issues are not corrected or if it is determined that the facility is negligent in its handling of vaccines.

## Section 9: COVID-19 Vaccine Administration Documentation and Reporting

- Illinois will use I-CARE, the State's Immunization Information System (IIS), to collect information about COVID-19 vaccine doses administered by providers. The immunization program manages the IIS and supports its users. COVID-19 vaccine information will be collected through the IIS and sent to the CDC via the IZ Gateway. Ensuring that each COVID-19 vaccination provider is ready and able to report required COVID-19 vaccine administration data elements to IIS is part of the COVID-19 provider-onboarding process. The COVID-19 Vaccine Provider Reference Guide is posted on the I-CARE announcements page upon login to the system, which acts as an onboarding/reference document and serves as a frequently asked questions/troubleshooting guide for providers.

### Vaccine Administration Reporting

- Prior versions of the State of Illinois COVID-19 Vaccination Plan referenced daily vaccine accountability reports to IDPH. However, the federal system, Tiberius, gives continuous live views of vaccine status across the state, thus removing this requirement. Data in Tiberius is generated based on allocations to the state from the CDC and daily inventory reported by COVID-19 Vaccine Providers in the VaccineFinder system. These numbers assessed when making vaccine allocations, which happens weekly.
- IDPH is required to submit daily inventory reports to CDC. Daily reports must be submitted to CDC by 4:00 p.m. CST. Reporting frequency and required data metrics will be updated as more guidance is received from CDC.
- IDPH will evaluate timeliness and completeness of reporting in VaccineFinder and I-CARE of COVID-19 vaccine administration at the organization and facility level. These teams will reach out to COVID-19 providers who are not reporting every 24 hours and help with troubleshooting barriers to successful reporting. All providers must abide by CDC program requirements to be authorized to receive vaccine.
- IDPH will regularly use data provided in I-CARE and VaccineFinder to identify how many vaccines have been administered, how much vaccine is on hand, and vaccination administration versus documentation entry timestamps. This will provide insight into accurate and complete status of vaccine operations in the state.

### Vaccine Administration Tracking

- At the provider level, two systems will be available in Illinois for patient vaccine administration tracking:
  - I-CARE: For overall patient tracking in Illinois, I-CARE is used to track individual patient information and conduct and/or recall notification for additional doses.
  - EMTrack: EMTrack is currently utilized in Illinois by EMS systems for patient tracking. The EMTrack Mass Testing and Vaccination Module was utilized for vaccination clinics/PODs during the H1N1 pandemic and is utilized at seasonal flu clinics. The module enables clients to schedule appointments and be pre-screened for vaccination prior to going to a vaccination site. EMTrack was upgraded for the COVID-19 pandemic is an optional system for all COVID-19 vaccine providers in the State of Illinois, at no cost.

- All providers must plan to use I-CARE or EMTrack for vaccine administration tracking and reminders to recipients of a second dose if needed. Providers may use their Electronic Medical Record (EMR) systems if they have their systems connected and reporting to I-CARE.
- Vaccine administration tracking is essential to the SARS-CoV-2/COVID-19 vaccine campaign for several reasons. Each person may need to receive two doses of the same vaccine separated by 21 or 28 days, and the vaccine administration record will assist providers for the second dose with identifying the correct vaccine for the patient. Additionally, to ensure reporting of adverse events to the vaccine, administration data needs to be tracked. Finally, this provides assurance that all priority groups have adequate access to the vaccine and that enough of the population can be vaccinated in a timely fashion.
- One of the needed outputs from the IIS is to determine gaps in vaccine administration across geographic or demographic populations to inform focused outreach efforts.

### **EMTrack**

The EMTrack - Vaccination Module is a solution designed by Juvare for use by COVID-19 providers at the state, region, county, or city level. The solution includes a website/portal, which enables providers to schedule COVID-19 Points of Dispensing (PODs) or Clinics.

This solution is free for all COVID-19 providers in the State of Illinois and includes:

1. A portal for individuals/patients who qualify, to register, self-attest to the priority group they belong to and pick an appointment time, within each phase. This includes a ticket that is generated with a unique identifier.
2. The system sends reminders to individuals/patients for their first dose appointments and when to schedule their second dose appointment.
3. Provides a digital application for POD operations to utilize on smart devices for providers to scan individuals/patients through each section of the POD.
4. The system automatically uploads/reports all required data into I-CARE.

If you are a COVID-19 vaccine provider in the State of Illinois and would like to start registering your **PODs** now in the EMTrack system, for more information please visit the [IDPH Point of Dispensing Online Training Center](#). The password for initial POD registration was distributed via a SIREN on January 6<sup>th</sup>. You can request the password from [DPH.Covid.Vaccination@Illinois.gov](mailto:DPH.Covid.Vaccination@Illinois.gov) via your agency email account, if needed.

### **POD Setup and Operations**

- LHDs should plan to collaborate with their local partners, such as hospitals, long-term care and/or assisted living facilities, emergency management and other potential vaccine providers that serve priority groups in their jurisdiction, to ensure access to vaccine to the designated priority groups and eventually to the general public. LHDs should work with these local partners to ensure they are reaching the hardest hit communities within the identified priority groups.
- LHDs should reach out to these groups to determine the number, type, and location of each priority group in the public health jurisdiction.

Utilizing systems like EMTrack, persons in the priority groups of the given phase can register online for an appointment for vaccinations at their desired POD location. Once a person is registered, they are provided a ticket with a QR code on their electronic device or provided a receipt that can be printed, that can be used to check in on arrival to the POD. Once checked in, the person will then be screened. After screening, the person will be vaccinated and per CDC guidance, will be observed for 15 minutes or for 30 minutes, if the individual has a history of anaphylaxis. The observation period is intended to monitor for any health complications from the vaccine. Once cleared after the observation period, they will be checked out/discharged from the POD. The individual/patient is then contacted with a second dose reminder.

## POD Flow – Standard

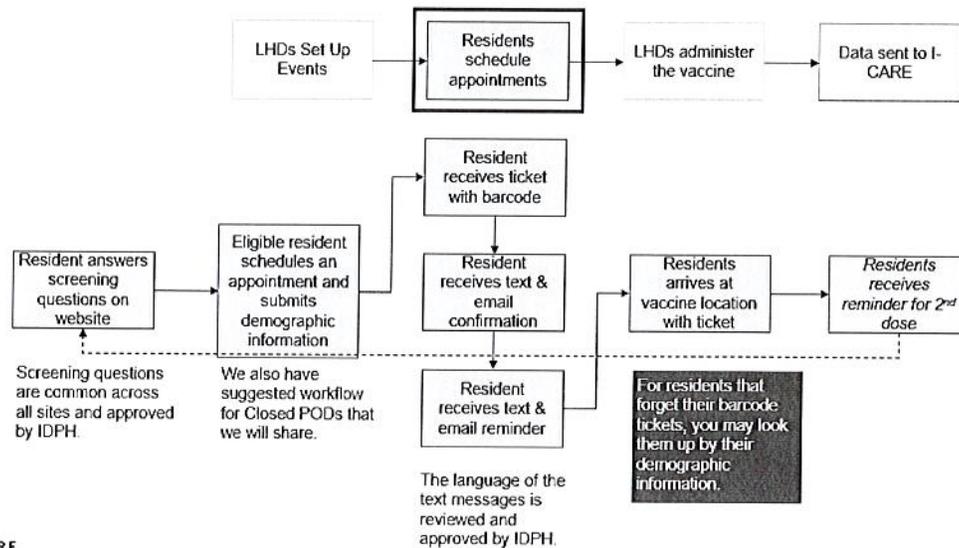


- Each Station Requires at least staff member
- Best separation of tasks
- Can optimize based on throughput
- Each station can be scaled
  - One Registration station
  - One Screening station
  - Three Vaccination stations (etc)



Figure 8: Providers' Process at the Point of Dispensing

# Process Review



**Figure 9: Individual's Process in Registering to Receive Vaccine and Reminder for 2nd Dose**

Visit the CDC [Guidance for Planning Vaccination Clinics Held at Satellite, Temporary, or Off-Site Locations](#) for a step-by-step guide on overseeing vaccination clinics.

Visit the CDC [COVID-19 Vaccination Toolkits](#) page for useful CDC Toolkits.

## Section 10: COVID-19 Vaccination Second-dose Reminders

All providers should utilize their entire allocation from the state vaccine distribution program completely without the concern of preserving the second dose. The goal for IDPH is to limit waste and give access to vaccine to as many people as possible with the first round of vaccine. If a provider is done with the current phase of the Vaccination Program within their jurisdiction to the appropriate priority group, they should use the remaining allocation for the next priority group in the next phase, in order not to waste vaccine.

For an adequate immune response, dependent on the specifications from the CDC and the manufacturer, individuals may be required to take two doses of the COVID-19 vaccine administered approximately 21 to 28 days apart. Per the [clinical considerations from CDC](#), "persons should not be scheduled to receive the second dose earlier than recommended (i.e., 3 weeks [Pfizer-BioNTech] or 1 month [Moderna]). However, second doses administered within a grace period of 4 days earlier than the recommended date for the second dose are still considered valid. Doses inadvertently administered earlier than the grace period should not be repeated." The [clinical considerations from CDC](#) further states, "the second dose should be administered as close to the recommended interval as possible. However, if it is not feasible to adhere to the recommended interval and a delay in vaccination is unavoidable, the second dose of the Pfizer-BioNTech and Moderna COVID-19 vaccines may be scheduled up to 6 weeks (42 days) after the first dose. There are currently limited data on efficacy of mRNA COVID-19 vaccines administered beyond this window. If the second dose is administered beyond these intervals, there is no need to restart the series."

If two doses are required, it will be necessary to ensure that the vaccinated person return for the second dose. LHDs will arrange for information about the need for a second dose to be provided to recipients at the time of initial vaccination, IDPH will provide technical assistance as needed to the LHD's. Per CDC guidance, the second dose will be provided and distributed by the federal government as part of the state's weekly allocations in the Tiberius system.

Providers will make sure that each person receives documentation of vaccination at the time of administration that includes the vaccine manufacturer name, lot number, dose, site, and date of vaccination for the patient's records and the date when the second dose is due. This documentation may be a COVID-19 vaccination record card provided as part of vaccine ancillary kits by CDC, a vaccination record card provided by IDPH, or a printed copy of proof of vaccination from the provider's EHR and/or I-CARE.

COVID-19 vaccine providers are encouraged to schedule the patient's second-dose appointment at the time of delivering the first dose. The CDC has stated that vaccination verifications and reminder cards will be included with the vaccine shipments. Providers will be required to provide vaccination cards to those receiving their COVID-19 vaccination.

EMTrack automatically reminds individuals/patients about their second dose within that system. IDPH will also encourage all providers to use the reminder/recall functionality in I-CARE as well.

#### **VaxText**

The VaxText text messaging resource is a free/voluntary service offered to vaccine recipients by the CDC. The VaxText text messaging service will ask vaccine recipients who participate for basic vaccination information (i.e., vaccination date, COVID-19 vaccine name) so it can provide reminders based on the correct vaccination schedule (e.g., 21 or 28 days between the first and second doses). The VaxText service will not collect any personally identifiable information or personal health information from users and users can opt out or stop receiving messages at any time, even after they enroll.

## Section 11: COVID-19 Requirements for IISs or Other External Systems

Immunization registries, also known as Immunization Information Systems (IISs), are defined by the CDC as confidential, population-based, computerized databases that record all immunization doses administered by participating providers to persons residing within a given geopolitical area. Immunization registries offer a consolidation of patient immunization records. Compiling all immunizations in one database allows easy access for healthcare providers. Certificates for proof of immunization are also easier to obtain for the purposes of school and childcare centers. The registry also offers timely reminders for vaccines coming due for patients.

I-CARE is a web-based immunization record-sharing application developed by IDPH that allows public and private healthcare providers to share immunization records of Illinois residents with other physicians statewide. I-CARE is able to capture standard data elements submitted via an HL7 message, including patient demographic information such as name, date of birth, race, ethnicity, address, and sex. I-CARE is also able to capture and store detailed vaccine administration information such as CVX, lot number, vaccine expiration date, precautions and contraindications, and additional data requirements set by the CDC. Effective Monday, February 8<sup>th</sup>, 2021, the race and ethnicity data fields in I-CARE became mandatory data fields. If these data fields have already been entered, please continue to do so. If not, IDPH encourages organizations to ensure those data fields are added to current intake forms and that there are processes in place to communicate the importance of completing this information with patients during the COVID-19 vaccine registration process. At this time, the race and ethnicity data field requirement does not apply to records that are uploaded through the HL7 interface option, but for those records that are entered manually. However, HL7 standards specify if the EMR or sending system collects race and ethnicity. Those fields should be sent to I-CARE. All providers should plan to strictly adhere to the use of I-CARE for tracking vaccine administration and to report additional doses over your inventory. Additionally, your daily on-hand inventory must be reported through VaccineFinder. I-CARE is the state's IIS and will be the primary system used to order and track SARS-CoV-2/COVID-19 vaccine administration during an event.

- I-CARE works by taking in data from a variety of sources, consolidating data into high-quality patient immunization records, applying vaccine evaluation and forecasting algorithms, and transforming this data into actionable information for clinicians, public health practitioners, and other IIS users to support immunization practice and improvement in one secured system.
- Some functions support overall operations, such as establishing interoperable connections with other systems and deduplication functionality for achieving high data quality. Other functionality supports clinical decision making for an individual patient, assessment of vaccine coverage rates for groups of patients or populations, reminder and/or recall outreach to improve vaccination rates, and management of vaccine inventory.
- For access, all I-CARE providers must be authorized via the IDPH Immunization Program.
- Enrolling in I-CARE to receive COVID-19 vaccine is a two-step process:
  - Step 1: Complete the required enrollment forms to become an established provider (site) in I-CARE and enroll an individual user to have access to this site.
  - Step 2: Complete the fillable CDC and IDPH COVID-19 Vaccine Provider Agreement form within I-CARE. Once it is approved and a COVID PIN is assigned, the site is eligible to

receive vaccine when available. Providers are not currently able to order vaccine on their own. This includes agreeing to follow proper storage and handling procedures for each vaccine received.

- Three documents are required to register an organization for I-CARE access:
  - The I-CARE Provider (Site) Enrollment form.
  - The Web Portal Registration Authority Agreement (PRA registration)—each intended user will need to follow the IDPH web portal online registration process to create a username and password.
  - The I-CARE Individual User Agreement form stating and agreeing to IDPH security and confidentiality policies.
- The Mass Immunization Module is an integral part of and is built into the IIS, eliminating the need to build an interface. The Mass Immunization Module allows for faster data entry during vaccination events as lot number defaults are added prior to conducting these events. Setting the default lot number(s) results in the lot number being automatically populated in the patient's record. When the administered vaccine and lot number are added to the patient record, the vaccine dose is subtracted from the inventory, maintaining vaccine dose accountability and accurate inventory management.

In the event that I-CARE is unavailable, vaccine administration information will be recorded on paper logs or in Excel spreadsheets that will be transcribed into the IIS when access returns. Planned contingencies for network outages or other access issues ensures that blank vaccine administration sheets are available in hard copy (i.e., as paper copies) and in soft copy on the vaccination user desktops and laptops (i.e., in Excel spreadsheets). All data gathered about vaccine administration is confidential and subject to state and federal privacy laws (e.g., the Health Information and Portability and Accountability Act [HIPAA], the Communicable Disease Code, etc.).

## Section 12: COVID-19 Vaccination Program Communication

All vaccine providers must be registered in the Illinois Health Alert Network—HAN/SIREN to receive vaccine guidance and critical updates on the COVID-19 vaccination administration mission. The Illinois Health Alert Network—HAN/SIREN is a statewide, web-based solution for quickly and effectively disseminating health information, emergency notifications, and alerting staff. It serves as a central point in the State for finding, creating, and sharing information. All COVID-19 vaccine providers must ensure that key staff members are registered in SIREN to ensure that they are receiving information and updates on the COVID-19 vaccination mission. Furthermore, COVID-19 vaccine provider organizations can use SIREN to communicate on organization-specific information with staff members and partners.

IDPH will also monitor its website to ensure that the following are available online:

- General information and education for the public regarding vaccination locations
- Providers', vaccinators', and public health department education and training information, including EUA fact sheets for providers and vaccine recipients and a place for Vaccine Information Statements (VISs)
- Federal vaccine call center information and a frequently asked question section
- A data repository allowing Illinois residents to stay informed with up-to-date statistics

The CDC Vaccine Finder website link will also be placed on the vaccine information webpage, and pandemic providers will be asked to participate.

Public information may be disseminated via social media, website postings, interviews, newspaper editorials, flyers, billboards, television, and radio broadcasts. Messages may include understanding the key differences between U.S. Food and Drug Administration (FDA) emergency-use authorization and FDA approval, a timeline of vaccine availability, authorization, distribution, targeted populations, why the vaccine is essential, and that situations are continually evolving. One of the primary goals will be to ensure public confidence in the approval and authorization processes, safety, and efficacy of COVID-19 vaccines. The program will also use traditional education materials for countering myths about the vaccine and information regarding safe handling, storage, preparation, and administration of the actual vaccine to ensure education for providers.

IDPH is in the process of organizing a vaccine communication strategy. A number of pathways are being explored that will likely result in a multifaceted communication strategy to ensure effective messaging across all populations. To understand attitudes about potential COVID-19 vaccines, IDPH is also considering working with external partners to develop a statewide assessment of public and provider attitudes and beliefs surrounding the COVID-19 vaccine. This survey would be used to collect information from the public that could be used to maximize COVID-19 vaccination uptake, including information specific to subpopulations. Information and data obtained via the survey would be used to develop appropriate messaging for the public and healthcare providers.

LHDs should also plan for populations that have difficulty with internet access and internet communication, or the "digital divide," the goal of which is for all populations to have access to the most up to date vaccination information, including registering for appointments, regardless of digital literacy.

## Section 13: Regulatory Considerations for COVID-19 Vaccination

Providers will receive an educational packet upon enrollment in the COVID-19 Vaccination Program. Guidance documents will include product-specific EUA fact sheets for COVID-19 vaccination providers and EUA fact sheets for vaccine recipients or VISs once they are made available by CDC. Providers will be instructed to read both types of EUA fact sheets and VISs and reach out to the IDPH Immunization Program with any questions prior to beginning administration of COVID-19 vaccine. Providers will also be informed of the federal requirement to provide the recipient fact sheet or VIS to each patient prior to vaccine administration. Fact sheets and VISs will also be linked on IDPH's COVID-19 website, located where other relevant information for providers is contained. Updates to EUAs or VISs will be distributed via SIREN or a COVID-19 provider distribution email group and posted to the COVID-19 website.

### **Emergency Use Authorization (EUA) Fact Sheets**

The EUA authority allows the FDA to authorize either the use of an unapproved medical product (e.g., drug, vaccine, or diagnostic device) or the unapproved use of an approved medical product during an emergency based on certain criteria. The EUA will outline how the COVID-19 vaccine should be used and any conditions that must be met to use the vaccine. FDA will coordinate with the CDC to confirm these conditions of authorization. Vaccine conditions of authorization are expected to include distribution requirements, reporting requirements, and safety and monitoring requirements. The EUA will be authorized for a specific period (i.e., for the duration of the COVID-19 pandemic) to meet response needs. Additional information on EUAs, including guidance and frequently asked questions, is located on the [FDA website](#).

Product-specific EUA fact sheets for COVID-19 vaccination providers will be made available by the FDA that include information on the specific vaccine product and instructions for its use. The FDA will develop EUA fact sheets for vaccine recipients. EUA fact sheets will likely be made available on the FDA website and through the CDC website. IDPH will use multiple communication medias to reach COVID-19 vaccine providers, such as email distribution lists, webpages, and SIREN alerts to contact enrolled providers and make them aware of the appropriate EUA fact sheets. Furthermore, IDPH will provide training webinars on the EUA fact sheets and the VISs to ensure that providers understand the information and are clear on the requirement to provide the recipient fact sheet to each client or patient prior to administering vaccine.

### **Vaccine Information Statements (VISs)**

VISs are required only if a vaccine is added to the Vaccine Injury Table. Optional VISs may be produced but only after a vaccine has been licensed (e.g., such as with zoster vaccines). Plans for developing a VIS for COVID-19 vaccine are not known at this time but will be communicated as additional information becomes available. IDPH will disseminate VISs similarly to the way EUA fact sheets will be disseminated.

## Section 14: COVID-19 Vaccine Safety Monitoring

### VAERS

In response to vaccine safety, IDPH will use the Vaccine Adverse Event Reporting System (VAERS) to report and investigate adverse events following immunization with the COVID-19 vaccine. VAERS is a national passive surveillance reporting system that is co-sponsored by the CDC and the FDA. Reports are accepted from anyone, including vaccine recipients, healthcare providers, and vaccine manufacturers. Patient identity is kept confidential. VAERS complies with all U.S. Government security standards and protections concerning health information.

VAERS reports should go directly to the VAERS site. Providers will receive an educational packet upon enrollment into the COVID-19 Vaccination Program. Guidance documents will include information on required reporting of vaccine adverse events to VAERS. IDPH will provide technical assistance and communicate with the CDC on all aspects of vaccine adverse event reporting. Vaccine safety and education will be provided by the CDC and the IDPH to providers statewide and the link to the VAERS site will be posted on the IDPH COVID-19 website, located where other relevant information for providers is contained.

The CDC is working to expand safety surveillance through new systems and additional information sources and by scaling up existing safety monitoring systems. More information on safety monitoring will be shared when it becomes available from the CDC.

Providers should:

- Work with sites administering COVID-19 vaccines to encourage adherence to [CDC guidance for anaphylaxis](#), including having the necessary supplies available to manage anaphylaxis
- Communicate with patients on [vaccine safety](#)
- Communicate with patients on [vaccine effectiveness](#)

### V-safe

[V-safe](#) is a free/voluntary smartphone-based tool from the CDC that utilizes text messaging and web surveys to provide personalized health check-ins after a COVID-19 vaccination. Through [v-safe](#), the CDC will be notified of any side effects that individuals experience after receiving the COVID-19 vaccine. Depending upon information received from a vaccinated individual, the CDC may call to verify reports of adverse effects and obtain more information. After registering with [V-safe](#), reminders will be sent to the individual that it is time for their second COVID-19 vaccine dose, if necessary.

## Section 15: COVID-19 Vaccination Program Monitoring

### Provider Enrollment

Provider enrollment is monitored through a database that tracks progress through the three stages of onboarding: enrollment, storage and handling capabilities, and submission of the completed CDC Provider Agreement, IDPH Provider Agreement, and Profile. Location of providers will be mapped via GIS so that geographic coverage of providers may be monitored, and providers recruited in areas where gaps are identified.

### Quality Control

IDPH performs quality control reviews of 25 percent of vaccine providers enrolled in the VFC program. It is anticipated that a similar protocol will be used to review COVID-19 vaccine providers during this mission.

### Monitoring Communication

IDPH will ensure that provider training documents are received and reviewed by requiring acknowledgement of receipt and attestation of review. Pandemic-related communications that are critical to the healthcare workforce will be shared via SIREN. Public communications may be monitored through social media site metrics.

### Tiberius

Tiberius integrates COVID-19 vaccine distribution planning, tracking, modeling, analysis, and other data from federal agencies, state and local partners, private-sector partners, and open data providers to create a comprehensive common operating picture of COVID-19 vaccine planning, distribution, and administration efforts. Tiberius provides flexible and real-time data-backed applications that enable users of all types to make data-driven decisions.

### Provider-level Data Reporting

Epidemiologists will monitor and report timeliness and completeness of reporting of COVID-19 vaccine administration at the organization and facility levels. Staff will review this frequently to ensure completeness, accuracy, and timeliness of reporting data.

Staff will also monitor provider-ordering and inventory-management practices and evaluate adherence to COVID-19 vaccine reconciliation and inventory requirements. Staff will run daily reports using IIS data to generate a list of providers who have not accepted an order into their inventory within 7 business days. This information will be sent to ordering staff for follow-up with the provider. The staff will generate a monthly report using IIS data to identify providers who are not reconciling their inventory every 30 days. This information will be sent to ordering staff for follow-up with the provider as well.

### Monitoring Fiscal Resources for Incoming Grants

The Illinois Jurisdiction methods and procedure for monitoring budget resources include by grant number and categories monitoring via an electronic ledger. Invoices are processed electronically, and requests for purchases must have several levels of approval and adequate justification. All approved invoices and salary payments must be documented in the ledger prior to payment. The program manager reviews contracts and monitors and modifies grants and contracts with adequate justification. The program manager also assesses, reconciles, and modifies the budget accordingly. The program manager and/or

other appropriate staff plan and implement relevant competency training for staff (Microsoft package, Smartsheet, etc.) as needed.

The Illinois Jurisdiction methods and procedures for monitoring staffing resources include monitoring staff performance through regular meetings and performance reviews. The Immunization Section meets every morning with management, and priorities for the day are reviewed. As staff assignments change, adequate staff to support the mission are assigned to tasks needing to be completed.

The Illinois Jurisdiction methods and procedures for monitoring supplies include electronically and manually monitoring inventory of supplies, annual comprehensive manual inventory assessment, and real-time and regular electronic monitoring.

### **Training**

All providers should also ensure that their vaccinators and other staff involved in vaccination operations receive training. Training and exercise modules are continually being developed by the COVID--19 Vaccination Section. The Vaccination Section will conduct technical assistance webinars, review vaccine allocation tools, review the CDC PanVax Tool for pandemic vaccination planning, and answer questions of local provider staff. Follow-up meetings and/or webinars will be scheduled as necessary. Additionally, IDPH plans to conduct workshops, webinars and/or tabletop/functional exercises for state partners as necessary. It is anticipated that most training and exercise offerings will be done virtually or on-demand.

Training topics may include but are not limited to the following:

- I-CARE training for providers
- Vaccine administration and tracking
- Vaccine call down drills and exercises
- Just in time training for Tier 2 distribution is developed and checklists are found in the SNS Plan
- Available CDC resources and vaccine recommendations
- Ordering and receiving COVID-19 vaccine
- Vaccine storage and handling, including transportation requirements, specific to COVID-19 vaccine
- Vaccine administration, including reconstitution, use of adjuvants, diluents, etc.
- Documenting and reporting vaccine administration via I-CARE or EMTrack
- Managing and reporting vaccine inventory via I-CARE
- Documenting and reporting vaccine waste and spoilage
- Procedures for reporting to VAERS
- Providing EUA fact sheets and/or VISs to vaccine recipients
- Public messaging
- Outreach to priority groups, vulnerable populations, and hard-to-reach populations

## Appendix A: Acronyms

ACIP	- Advisory Committee on Immunization Practices
AEMT	- Advanced Emergency Medical Technician
CCVI	- COVID-19 Community Vulnerability Index
CDC	- Centers for Disease Control and Prevention
COP	- Common Operating Picture
CRI	- Cities Readiness Initiative
CVX	- Vaccine Administered
DDL	- Digital Data Logger
DHS	- U.S. Department of Homeland Security
EHR	- Electronic Health Record
EMA	- Emergency Management Agency
EMR	- Electronic Medical Record
EMS	- Emergency Medical Services
EMT-I	- Emergency Medical Technician - Intermediate
EMT	- Emergency Medical Technician
ESAR-VHP	- Emergency System for Advance Registration of Volunteer Health Professionals
EUA	- Emergency Use Authorization
FDA	- U.S. Food and Drug Administration
FEMA	- Federal Emergency Management Agency
FQHC	- Federally Qualified Health Centers
GIS	- Geographic Information System
I-CARE	- Illinois Comprehensive Automated Immunization Registry System
ICS	- Incident Command System
IDFPR	- The Illinois Department of Financial and Professional Regulation
IDPH	- Illinois Department of Public Health
IEMA	- Illinois Emergency Management Agency
IIS	- Immunization Information System
IPS	- Illinois Pharmaceutical Stockpile
LEO	- Law Enforcement Officer
LHD	- Local Health Department
LTC	- Long-term Care
MRC	- Medical Reserve Corps
NASEM	- National Academic of Science, Engineering, and Medicine
OHPT	- Office of Health Protection
OWS	- Operation Warp Speed
PIO	- Public Information Officer
POD	- Point of Dispensing
PPE	- Personal Protective Equipment
RHCC	- Regional Hospital Coordinating Center
RSS	- Receipt, stage and store
SEOC	- State Emergency Operations Center
SIREN	- State of Illinois Rapid Electronic System
SNS	- Strategic National Stockpile
SNF	- Skilled Nursing Facility
VAERS	- Vaccine Adverse Event Reporting System
VFC	- Vaccine for Children
VIS	- Vaccine Information Statement
VtrckS	- Vaccine Tracking System

## Appendix B: I-CARE Re-Distribution Log Link

<https://app.smartsheet.com/b/form/a944f58b0dcf45b49b977646e2a6f3fe>

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**

**FROM: Michael T. Jurusik**

**DATE: March 10, 2021**

**RE: Roosevelt Road Tax Increment Financing (TIF) District**  
**Emergency Water Interconnection Replacement Project at 10th Avenue and Roosevelt Road**

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I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH UNIQUE PLUMBING CO. TO PERFORM CONSTRUCTION SERVICES FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT AT 10TH AVENUE AND ROOSEVELT ROAD, AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TIF DISTRICT FUNDS AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR THE PROJECT

**Project and Scope of Work**

This Project consists of the replacement of the emergency water interconnection that exists between the water supply system of the Village of Broadview and the water supply system of the Village of Maywood (the "Village") at 10th Avenue and Roosevelt Road. For Project additional details, please refer to the Village Engineer's Memorandum dated March 4, 2021 (attached). The Project is located: in part, within the boundaries of the Roosevelt Road TIF District; in part, within the corporate boundaries of the Village of Maywood; and, in part, within the corporate boundaries of the Village of Broadview. The Village Engineer recommends approval of a bid waiver for this Project and recommends that the Village enter into the construction agreement for the reasons set forth in his March 4, 2021 Memorandum.

The contractor fee to complete the Project is: One Hundred Eighty-Six Thousand Six Hundred Eight and No/100 Dollars (\$186,608.00). The funding sources for the Project are the Roosevelt Road Tax Increment Financing District Fund ("Roosevelt Road TIF District Funds") and the Village's Water System and Garbage Enterprise Funds. Twenty-five percent (25%) of the Project costs (or \$46,652.00) will be paid for by the Roosevelt Road TIF District Fund and seventy-five percent (75%) of the Project costs (or \$139,956.00) will be paid for by the Village's Water System and Garbage Enterprise Funds. The Resolution authorizes the use of Roosevelt Road TIF District Funds and Water System and Garbage Enterprise Funds to pay the Project costs.

Pursuant to Section 36.08 (Contracts and Purchases) of the Maywood Village Code, all public improvement projects where the expense will exceed \$20,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless **competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the corporate authorities (5 of 7 Village Board members)**. See also, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) (municipal bidding statute).

### **Eligibility of the Project for TIF Reimbursement**

A portion of the Project costs are eligible for payment from the Roosevelt Road TIF District Fund because: (1) certain portions of the Project are located within the Roosevelt Road 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:
  - (3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; ....
  - (4) Costs of the construction of public works or improvements, ....

If there are any questions, please contact me

*Mike*

### **Enclosures**

- cc: Viola Mims, Village Clerk (w/ encls.)
- Willie Norfleet, Jr., Village Manager (w/ encls.)
- David Myers, Director of Community Development (w/ encls.)
- John West, Director of Public Works (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Bill Peterhansen / Mark Lucas, Village Engineers (w/ encls.)

March 4, 2021

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

Re: Emergency Water Interconnection Replacement Project  
10<sup>th</sup> Avenue and Roosevelt Road  
Recommendation for Award of Contract

Dear Mr. Norfleet:

We recommend the subject project be awarded via approval of a bid waiver. The reasons for the recommendation are as follows:

- The proposed award via “bid waiver” effectively serves the function of a typical change order to the ongoing Roosevelt Road Water Service Transfer Improvements. The original project was competitively bid and the contractor is maintaining his existing unit prices for all similar work items. Due to the inclusion of certain work south of the Village limits that is ineligible for TIF participation as well as other TIF requirements regarding scoping changes, it is recommended to use the bid waiver mechanism.
- The existing contractor maintains exceptional familiarity with the recent work in the vicinity, as well as the work to be performed.
- The Village should realize a reduction in total project cost by eliminating duplicate efforts such as IDOT requirements of contractors (bond and insurance), environmental testing and dump approvals, and other contractor administrative efforts.
- The existing contractor will be responsible for pressure testing against the recently installed pipe valve by his company, and therefore will assume liability in the event any issues occur.
- Expedited schedule of completion is desired.

For the above highlighted reasons above, as well as 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 April 30, 2021. *We recommend that the Contract for the improvements be awarded to Unique Plumbing Co., Inc., in the amount of One Hundred Eighty-Six Thousand, Six Hundred Eight Dollars and no/100 (\$186,608.00), pursuant to the contractor’s proposal dated March 3, 2021 (attached).* Also attached is a detailed review of unit prices.

Unique Plumbing Company, Inc. is a contractor that has completed work of similar scope within the Village in the past and more recently in surrounding communities. The contractor has worked as a general contractor on capital improvement projects within the Village including the Roosevelt Road Water Main Improvements (13<sup>th</sup> Avenue to 10<sup>th</sup> Avenue) in 2020, Roosevelt Road Water Service Transfer

March 4, 2021

Page 2 of 3

Improvements (10<sup>th</sup> Avenue to 1<sup>st</sup> Avenue) in 2020/2021, Maybrook Drive Sanitary Sewer Improvements in 2017, and the Emergency Water Main Cross Connection Project at 18<sup>th</sup> Ave. and Harvard St. in 2005. Unique Plumbing Company, Inc. has also performed recent emergency utility repairs for the Village. Positive references were received for recent work completed in the City of Naperville and the Village of Lyons.

Summary of Project Scope

The existing 6" cast iron water main beneath Roosevelt Road will be replaced with a new 8" ductile iron pipe water main and be connected in an improved configuration to a water main of greater capacity (12") than the existing connection (6"), and closer proximity to the Village of Maywood limits. An additional benefit is that the Village will reduce its current liability within the Village of Broadview by eliminating approximately 100' of aged water main to the south of Roosevelt Road, as the current configuration exists. The new 8" water main will be placed within a steel casing as required by IDOT, and eliminate the potential for future water main repairs beneath Roosevelt Road. Another benefit includes a new water meter in vault will be installed, with the option to connect to the Village's SCADA system if desired. A check valve will be installed to eliminate the possibility of the backflow of water from Maywood's water system into Broadview's water system. A fire hydrant will be installed, designated for maintenance and flushing of the emergency water connection.

Funding

Based upon TIF boundaries, the project is eligible to be funded at a rate of 25% through the Roosevelt Road TIF, and 75% from the water fund. As such, \$46,652.00 will be required from the Roosevelt Road TIF and \$139,956.00 from the water fund.

Intergovernmental Agreement

The intergovernmental agreement between the Village of Maywood and the Village of Broadview has been approved by both parties.

Action

If the Village would like to move forward with the improvements, a resolution will need to be approved.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

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

RESOLUTION NO. R-2021- \_\_\_\_\_

**A RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS  
AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT  
WITH UNIQUE PLUMBING CO. TO PERFORM CONSTRUCTION SERVICES  
FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT  
AT 10TH AVENUE AND ROOSEVELT ROAD, AND FOR THE  
APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TIF DISTRICT FUNDS  
AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR THE PROJECT**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or "Village Board") desire to hire Unique Plumbing Co. (the "Contractor") to perform construction services associated with the following public improvements to be made in calendar year 2021: replacement of the emergency water interconnection that exists between the water supply system of the Village of Broadview and the water supply system of the Village of Maywood at 10th Avenue and Roosevelt Road ("Construction Services" or "Project") in accordance with the terms set forth in the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND UNIQUE PLUMBING CO. FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT AT 10TH AVENUE AND ROOSEVELT ROAD, ILLINOIS" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Project is located: in part, within the boundaries of the Roosevelt Road TIF District; in part, within the corporate boundaries of the Village of Maywood; and, in part, within the corporate boundaries of the Village of Broadview; and

**WHEREAS**, in a Memorandum dated March 4, 2021, the Village Engineer recommended approval of a bid waiver for this Project and recommended that the Village enter into the Agreement; and the Village Board concurs with the Village Engineer's recommendations, finding that the bid waiver is supported by the following reasons:

- A. A bid waiver effectively serves the function of a change order to the ongoing Roosevelt Road Water Service Transfer Improvements Project, which was competitively bid, and the Contractor is maintaining its existing unit prices for all similar work items for the Project Due to the inclusion of certain Project work within the Village of Broadview that is ineligible for TIF District participation as well as other TIF Act requirements regarding scoping changes, it is recommended to use the bid waiver mechanism; and
- B. The Contractor maintains exceptional familiarity with the recent work in the vicinity, as well as the Project work to be performed; and
- C. The Village should realize a reduction in total Project cost by eliminating duplicate efforts such as IDOT requirements of contractors (bond and insurance), environmental testing and dump approvals, and other contractor administrative efforts; and
- D. The Contractor will be responsible for pressure testing the completed Project work against the recently installed pipe valve and therefore will assume liability in the event any issues occur; and
- E. The Contractor can complete the Project work on an expedited schedule of completion; and

**WHEREAS**, under Section 36.08 (Contracts and Purchases) of the Maywood Village Code, all public improvement projects where the expense will exceed \$20,000 shall be let to the lowest

responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the corporate authorities (5 of 7 Village Board members). The President and Board of Trustees of the Village find that it is desirable and in the best interests of the Village and its residents, business owners, property owners and the public to waive the competitive bidding process for the purpose of approving the Agreement and constructing the Project; and

**WHEREAS**, the Contractor agrees to perform the Construction Services in regard to the Project in accordance with terms and provisions of the Agreement. The Contractor's "not-to-exceed" price to perform the Construction Services in regard to the Project is One Hundred Eighty-Six Thousand Six Hundred Eight and No/100 Dollars (\$186,608.00). The funding sources for the Project are the Roosevelt Road Tax Increment Financing District Fund ("Roosevelt Road TIF District Funds") and the Village's Water System and Garbage Enterprise Funds. Twenty-five percent (25%) of the Project costs (or \$46,652.00) will be paid for by the Roosevelt Road TIF District Fund and seventy-five percent (75%) of the Project costs (or \$139,956.00) will be paid for by the Village's Water System and Garbage Enterprise Funds; and

**WHEREAS**, the monies used to pay for the construction of the Project and the payment of the Construction Services provided under the attached Agreement are eligible expenses that can be paid for with Roosevelt Road 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 Funds; 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 Roosevelt Road TIF District Funds and the Village's Water System and Garbage Enterprise Funds for the purpose of paying the cost of the Construction Services for the Project; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit "A"**) and to approve the expenditure of its Roosevelt Road TIF District Funds and the Village's Water System and Garbage Enterprise Funds 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.

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

**SECTION 1:** 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:** The President and Board of Trustees of the Village Maywood waive competitive bidding for the Project and approve and authorize the execution of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND UNIQUE PLUMBING CO. FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR THE ROOSEVELT ROAD WATER MAIN IMPROVEMENTS PROJECT IN MAYWOOD, ILLINOIS" (the "Agreement") (**Exhibit "A"**), to be entered into with Unique Plumbing Co. of Brookfield, Illinois (the "Contractor") to perform the Construction Services for the Project. The fee to

perform the Construction Services in regard to the Project is a "not-to-exceed" bid price of One Hundred Eighty-Six Thousand Six Hundred Eight and No/100 Dollars (\$186,608.00).

**SECTION 3:** The President and Board of Trustees of the Village of Maywood authorize the expenditure of Roosevelt Road TIF District Funds equal to twenty-five percent (25%) of the Project costs (or \$46,652.00) and further authorize the expenditure of the Village's Water System and Garbage Enterprise Funds in an amount equal to seventy-five percent (75%) of the Project costs (or \$139,956.00) for the completion of the Construction Services in accordance with the Agreement.

**SECTION 4:** The President and Board of Trustees of the Village of Maywood 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 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. The Board of Trustees 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. 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 5:** This Resolution was approved by a roll call vote of no less than two-thirds (2/3rds) vote of the Corporate Authorities of the Village of Maywood, Cook County, Illinois, at a Special Meeting thereof, held on the 16th day of March, 2021, and approved by me as President on the same day.

**SECTION 6:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 16th day of March, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this 16th day of March, 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

**Exhibit "A"**

**AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND UNIQUE PLUMBING CO.  
TO PERFORM CONSTRUCTION SERVICES FOR  
THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT  
AT 10TH AVENUE AND ROOSEVELT ROAD**

(attached)

**Unique Plumbing Co.**  
**9408 W 47<sup>th</sup> St.**  
**Brookfield, IL 60513**  
**Ph. 708-485-8860 Fx. 708-485-6062**  
**www.uniqueplbg.com**

March 4, 2021

Hancock Engineering  
 9933 Roosevelt Road  
 Westchester, IL 60154-2749

Attn: Mr. Peterhansen P.E.  
 Re: Maywood Roosevelt 1<sup>st</sup> – 10<sup>th</sup> Ave water Service Project  
 RFP: Emergency Water Service Connection  
 UPC #221156

Bill,

Unique Plumbing Co. provides the attached unit pricing for the Emergency Water Connection Replacement Project 10<sup>th</sup> Ave.

UPC has utilized the current contract unit pricing associated with the 1<sup>st</sup> – 10<sup>th</sup> Water Service contract as applicable to scope special provisions.

**Engineer: E Hancock**  
**Engineering**  
**Attn: Mr W. Peterhansen**  
**RFP - COR Maywood 1st**  
**10th Ave Project**  
**Village of Maywood**  
**Emergency Water**  
**Connection Replacement**

1	12" Diameter DIP CL 52 Water Main	FT	40	\$ 146.80	\$ 5,872.00
2	8" Diameter DIP CL 52 Water Main	FT	45	\$ 180.00	\$ 8,100.00
3	6" Diameter DIP CL 52 Water Main	FT	15	\$ 85.90	\$ 1,288.50
4	8" Diameter DIP CL 52 Water Main Installed within Casing	FT	70	\$ 95.42	\$ 6,679.40
5	Ductile Iron Casing Pipe 20" Diameter	FT	70	\$ 411.00	\$ 28,770.00
6	Water Metering System	EA	1	\$ 48,744.00	\$ 48,744.00

7	8" Gate Valve	EA	1	\$ 1,730.00	\$ 1,730.00
8	Valve Vault Type A 4' Diameter Type 1 Frame Closed Lid	EA	1	\$ 2,800.00	\$ 2,800.00
9	Fire Hydrant with Auxiliary Valve and Box	EA	1	\$ 4,680.00	\$ 4,680.00
10	Special Ductile Iron Fittings	LBS	1750	\$ 1.00	\$ 1,750.00
11	Restrained Joint 12"	EA	10	\$ 88.55	\$ 885.50
12	Restrained Joint 8"	EA	20	\$ 23.00	\$ 460.00
13	Restrained Joint 6"	EA	4	\$ 12.65	\$ 50.60
14	Subsurface Water Main Tracing	Ls	1	\$ 4,000.00	\$ 4,000.00
15	Water Main Connection - Roosevelt Road (North)	EA	1	\$ 5,000.00	\$ 5,000.00
16	Water Main Connection at 10th Ave (South of Roosevelt Rd)	EA	1	\$ 5,000.00	\$ 5,000.00

Page 1 Subtotal

\$ 125,810.00

17	Water Main Connection at 10th Ave (Along Reservoir)	EA	1	\$ 5,400.00	\$ 5,400.00
18	Water Main Removal	FT	100	\$ 30.00	\$ 3,000.00
19	Pressure Testing and Disinfection	LS	1	\$ 2,500.00	\$ 2,500.00
20	6" Diameter PVC Sanitary Sewer Service Pipe	FT	15	\$ 45.00	\$ 675.00
21	Trench Backfill	CY	125	\$ 5.00	\$ 625.00
22	Valve Vault to be Abandoned	EA	3	\$ 200.00	\$ 600.00
23	Exploratory Excavation	HR	8	\$ 100.00	\$ 800.00
24	Removal and Disposal of Regulated Substances	CY	50	\$ 30.00	\$ 1,500.00
25	Combination Curb and Gutter Removal	FT	90	\$ 5.00	\$ 450.00
26	Sidewalk Removal	SF	425	\$ 1.50	\$ 637.50
27	Driveway Pavement Removal	SY	50	\$ 12.00	\$ 600.00
28	Incidental Hot-Mix Asphalt Surface Removal	SY	95	\$ 11.50	\$ 1,092.50
29	Combination Concrete Curb and Gutter Type B-6.12 (Mod)	FT	90	\$ 34.80	\$ 3,132.00

30	Concrete Curb, Type B	FT	20	\$ 34.80	\$ 696.00
31	Portland Cement Concrete Sidewalk 5"	SF	425	\$ 9.05	\$ 3,846.25
32	Detectable Warning	SF	20	\$ 46.00	\$ 920.00

Page 2 Subtotal \$ 26,474.25  
 Total Carried Forward \$ 152,284.25

33	Temporary Asphalt Pavement	TON	15	\$ 110.00	\$ 1,650.00
34	Class D Patches 12"	SY	70	\$ 132.25	\$ 9,257.50
35	Incidental Hot-Mix Asphalt Surfacing	TON	25	\$ 109.25	\$ 2,731.25
36	Bituminous Materials (Tack Coat) SS-1	GAL	20	\$ 7.20	\$ 144.00
37	Topsoil Placement 4"	SY	150	\$ 11.50	\$ 1,725.00
38	Sodding	SY	150	\$ 20.70	\$ 3,105.00
39	Inlet Filters	EA	7	\$ 105.00	\$ 735.00
40	Allowance for Miscellaneous Restoration	DOLLAR	2500	\$ 1.00	\$ 2,500.00
41	Changeable Message Sign	CALDAY	28	\$ 34.50	\$ 966.00
42	Traffic Control and Protection	LS	1	\$ 11,510.00	\$ 11,510.00

Page 3 Subtotal \$ 34,323.75  
 Grand Total \$ 186,608.00

Should there be any question with respect to this change order/proposal please contact me.

Accepted Date Title \_\_\_\_\_

Respectfully,

*James M Nolas*

Unique Plumbing Co.

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 Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2021-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING A WAIVER OF THE COMPETITIVE BID PROCESS AND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH UNIQUE PLUMBING CO. TO PERFORM CONSTRUCTION SERVICES FOR THE EMERGENCY WATER INTERCONNECTION REPLACEMENT PROJECT AT 10TH AVENUE AND ROOSEVELT ROAD, AND FOR THE APPROPRIATION AND EXPENDITURE OF ROOSEVELT ROAD TIF DISTRICT FUNDS AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR THE PROJECT**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 16th day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of March, 2021.

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 16th day of March, 2021.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

mtjurusik@ktjlaw.com  
DD 312-984-6432

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: March 10, 2021**  
**RE: Madison Street / Fifth Avenue Tax Increment Financing (TIF) District –  
Professional Services Agreement (PSA) with Hancock for Design Engineering and  
Construction Engineering Services -  
Madison Street (21st Avenue to 17th Avenue) Water Main Improvements (DCEO -  
Opportunity Zone Program) (“Project”)**

I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE MADISON STREET WATER MAIN IMPROVEMENTS IN MAYWOOD, ILLINOIS (OPPORTUNITY ZONE - 21ST AVENUE TO 17TH AVENUE) FUNDED IN PART BY A GRANT FROM THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS, TO PAY FOR THE VILLAGE’S GRANT MATCHING CONTRIBUTION OF THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT

**Project and Scope of Work**

This Project consists of certain water system improvements to the Madison Street Water Main from 21st Avenue to 17th Avenue. Please see the Village Engineer’s Memorandum dated March 8, 2021 (attached) for additional Project details. The funding sources for the Project are the Madison Street / Fifth Avenue Tax Increment Financing District (“Madison TIF District”) (Village Matching Funds: \$382,375.00) and a grant from the Department of Commerce and Economic Opportunity (DCEO) (DCEO Funds: \$382,375.00).

The Village was awarded a 2020 Opportunity Zone Grant for the Project, located in a federally certified Opportunity Zone, for the purpose of making certain water system infrastructure repairs intended to benefit residential domiciles and businesses within a commercial corridor to reduce the disruption of water service due to aging water line breakage. The Village Board already approved an Intergovernmental Grant Agreement (“IGA”) with the DCEO to receive the Grant funds for the Project. Per the IGA and the DCEO Grant, the Village is required to provide an equal amount of matching funds for the Project. The DCEO Grant Funds and the Village Matching Funds will be used to pay for the construction of the Project and the professional engineering services provided under the Professional Services Agreement.

## Eligibility of Project for TIF Reimbursement

The Project costs are eligible for payment from the Madison TIF District Fund because: (1) the relevant intersections 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:

- (3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; ....
- (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.

Madison Street TIF District Funds are authorized under the enclosed Resolution to pay for the Project costs, including the Preliminary and Design Engineering Services and the Construction Engineering Services.

If there are any questions, please contact me

*Mike*

## Enclosures

cc: Viola Mims, Village Clerk (w/ encls.)  
Willie Norfleet, Jr., Village Manager (w/ encls.)  
David Myers, Director of Community Development (w/encls.)  
John West, Director of Public Works (w/encls.)  
Lanya Satchell, Finance Director (w/ encls.)  
Bill Peterhansen and Mark Lucas, Village Engineers (w/ encls.)

# MEMO

---

Date: March 8, 2021

To: Village of Maywood

Attn: Mr. Willie Norfleet, Jr., Village Manager

cc: Mr. John West, Director of Public Works  
Mr. David Myers, Director of Community Development  
Mr. Edgar Lara, Planning / Zoning Officer

From: Bill Peterhansen, P.E., CFM

Re: Madison Street Water Main Improvements – Opportunity Zone  
Design and Construction Engineering Agreements

---

## Background

The Village of Maywood was successful in being selected as a recipient of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) for infrastructure improvements within the recently created Opportunity Zone. Hancock Engineering had teamed with staff to submit the grant application in early 2020.

## Scope of Improvements

The existing water main along Madison Street between 21<sup>st</sup> Avenue and 17<sup>th</sup> Avenue has been a source of frequent emergency breaks and interruption to residents. This section of water main is scheduled to be replaced with a new eight-inch (8") ductile iron pipe water main, new valves in vaults, upgrading of fire hydrants, reconfiguration of connections to existing water mains, and replacement of water services to affected properties. Restoration of hardscapes, landscapes, and pavement will be included.

An additional component of the project includes the installation of isolation valves along Madison Street at 8<sup>th</sup> Avenue and 7<sup>th</sup> Avenue. This improvement will provide additional control to the water system and limit the extent of future water main shut down interruptions.

## Schedule

We anticipate the project can be completed within the 2021 construction season. The schedule is as follows:

Approval of Engineering Agreement	March 16, 2021
Completion of Design	May 7, 2021
Advertisement of Project	May 10, 2021
Opening of Proposals	May 21, 2021
Award of Contract	June 1, 2021
Approval of IEPA Permit	June 5, 2021
Begin Construction	June 15, 2021
Construction Completion	September 15, 2021

Project Costs

The grant is structured at 50% Illinois DCEO State Funds / 50% local matching, with a total amount of \$382,375 offered by Illinois DCEO to finance the project. The breakdown of costs is as follows:

ITEM	DCEO FUNDS	MATCHING FUNDS	TOTAL
Capital Infrastructure: Construction	\$ 332,500	\$ 332,500	\$665,000
Professional Services	\$ 49,875	\$ 49,875	\$ 99,750
Total	\$ 382,375	\$ 382,375	\$764,750

The matching funds are eligible to be applied through the Madison Street TIF.

Action

The intergovernmental agreement with Illinois DCEO was approved by the Village Board on 3-2-21. A resolution is required to approve the design and construction engineering agreement.

If you should have any questions, please feel free to contact our office.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY  
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE MADISON STREET  
WATER MAIN IMPROVEMENTS (OPPORTUNITY ZONE - 21ST AVENUE TO 17TH AVENUE)  
FUNDED IN PART BY A GRANT FROM THE DEPARTMENT OF COMMERCE AND ECONOMIC  
OPPORTUNITY (DCEO), AND FOR THE APPROPRIATION AND EXPENDITURE OF  
MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS,  
TO PAY FOR THE VILLAGE'S GRANT MATCHING CONTRIBUTION OF  
THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND  
CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or the "Village Board") desire to hire Edwin Hancock Engineering Company (the "Engineer") to perform preliminary and design engineering services and construction engineering services associated with the following improvements to be made in calendar year 2021: Madison Street Water Main Improvements (21st Avenue to 17th Avenue) (the "Madison Street Water Main Improvements Project" or 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 MADISON STREET WATER MAIN IMPROVEMENTS IN MAYWOOD, ILLINOIS" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Village has been awarded a 2020 Opportunity Zone Grant for the Project, located in a federally certified Opportunity Zone, for the purpose of making certain water system infrastructure repairs intended to benefit residential domiciles and businesses within a commercial corridor to reduce the disruption of water service due to aging water line breakage; and

**WHEREAS**, the Village Board has already approved an Intergovernmental Grant Agreement ("IGA") with the DCEO to receive the Grant funds in an amount not to exceed \$382,375.00 for the Project. Per the IGA and the DCEO Grant, the Village is required to provide an equal amount of matching funds (\$382,375.00) for the Project; and

**WHEREAS**, the monies used to pay for the Village's share of the construction of the Project and the professional engineering services provided under the attached Agreement will be paid by funds from the Madison Street / 5th Avenue Tax Increment Financing District Funds ("Madison TIF District Funds"). The construction costs for the Project and the professional engineering services provided for in the attached Agreement are eligible expenses that can be paid for with Madison 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

**WHEREAS**, the Agreement provides for the payment to the Engineer for the furnishing of the design and construction engineering services for the Project as follows: (a) design engineering services for an estimated fee equal to \$53,200.00; and (b) construction engineering services in an amount not to exceed \$46,500.00; and

**WHEREAS**, the Project is located entirely within the boundaries the Madison TIF District; 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 for the purpose of paying the cost of preliminary and design engineering services and the construction engineering costs for the Project; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (Exhibit "A") and to approve the expenditure of its Madison TIF District Funds 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.

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

**SECTION 1:** 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:** The President and Board of Trustees of the Village Maywood authorize the approval of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE MADISON STREET WATER MAIN IMPROVEMENTS IN MAYWOOD, ILLINOIS" (the "Agreement") (Exhibit "A"), to be entered into with the Edwin Hancock Engineering Company (the "Engineer") for the purpose of authorizing the Engineer to perform the design and construction engineering services for the Project and to approve the expenditure of Madison TIF District Funds, or such other eligible, available public funds, to pay the following amounts for the performance of the professional engineering services set forth in the Agreement for the Project: (a) design engineering services for an estimated fee equal to \$53,200.00; and (b) construction engineering services in an amount not to exceed \$46,500.00.

**SECTION 3:** The President and Board of Trustees of the Village of Maywood authorize the expenditure of Madison TIF District Funds to pay for the Project costs, including the Preliminary and Design Engineering Services and the Construction Engineering Services provided for under the attached Agreement.

**SECTION 4:** The President and Board of Trustees of the Village of Maywood 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 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. Further, 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. In addition, the Village Board authorizes and directs the Village President and Village Clerk,

or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 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

Exhibit "A"

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND  
THE EDWIN HANCOCK ENGINEERING COMPANY  
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES  
FOR THE MADISON STREET WATER MAIN IMPROVEMENTS  
(OPPORTUNITY ZONE - 21ST AVENUE TO 17TH AVENUE) IN MAYWOOD, ILLINOIS**

(attached)

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF  
PROFESSIONAL ENGINEERING SERVICES

for the

**MADISON STREET WATER MAIN IMPROVEMENTS - OPPORTUNITY ZONE**

in

MAYWOOD, ILLINOIS

March 2021

AGREEMENT  
between the  
VILLAGE OF MAYWOOD  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for  
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES  
for the  
MADISON STREET WATER MAIN IMPROVEMENTS - OPPORTUNITY ZONE  
in  
MAYWOOD, ILLINOIS

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THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the MADISON STREET WATER MAIN IMPROVEMENTS - OPPORTUNITY ZONE, hereinafter referred to as "PROJECT", which will generally include water main improvements along Madison Street between 21<sup>st</sup> Avenue and 17<sup>th</sup> Avenue, in the Village of Maywood, Cook County, Illinois.

The scope of construction will generally include the installation of 1,300' of eight-inch (8") water main, abandonment of existing water main, transfer of existing water service connections onto the new water main, replacement of certain fire hydrants, reconfiguration of certain existing water main cross connections, installation of control valves at the intersections of 8<sup>th</sup> Avenue, and 7<sup>th</sup> Avenue along Madison Street, restoration of sidewalk, curbs, pavement and landscaping, and other appurtenant work.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  - a. Preparing preliminary design criteria.
  - b. Preparing preliminary plans.
  - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
  - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
  - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
  - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
  - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
  
- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
  - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
  - b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - j. Performing final inspection of all improvements.
  - k. Preparing Record Drawings, and submitting said drawings in accordance with permitting authority's requirements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
  - b. All compaction or density tests as required by the specifications.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

- i. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Fifty - Three Thousand Two Hundred dollars (\$53,200.00), unless there is a**

substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.

- b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Forty-Six Thousand Five Hundred dollars (\$46,500.00),** unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II., and itemized in Attachment C.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the Schedule of Hourly Rates as indicated in Attachment "A".

- c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.
- d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A".
- e. That payment to the ENGINEER for the services rendered shall be made in the following manner:

1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED:

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
- IV. 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 \_\_\_\_\_, 2021

VILLAGE OF MAYWOOD  
Cook County, Illinois  
Acting through its  
President and Board of Trustees

By \_\_\_\_\_  
Edwenna Perkins, Village President

ATTEST:

By \_\_\_\_\_  
Viola Mims, Village Clerk

(SEAL)

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Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

## SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$143.00
ENGINEER – V	\$133.00
ENGINEER – IV	\$123.00
ENGINEER – III	\$118.00
ENGINEER – II	\$105.00
ENGINEER – I	\$93.00
ENGINEERING TECHNICIAN – V	\$123.00
ENGINEERING TECHNICIAN – IV	\$113.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN - I	\$40.00
CAD MANAGER	\$118.00
CAD - II	\$108.00
CAD – I	\$98.00
ADMINISTRATIVE	\$65.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1<sup>st</sup>.  
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 resumption 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. Willie Norfleet, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9933 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
  - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
  - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
  - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
  - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
  - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
    - (i) abide by the terms of the statement; and
    - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
- (a) the dangers of drug abuse in the workplace;
  - (b) the ENGINEER's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance program; and
  - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
- j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

- i. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
  
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
  
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
  
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

# ATTACHMENT C

## Design Engineering Fee

Preliminary Engineering	\$1,500.00
Topographic Survey	\$5,000.00
CADD Drafting	\$7,000.00
Utility Coordination	\$1,500.00
Plans	\$16,500.00
Specifications	\$8,000.00
IEPA and MWRD Permitting	\$6,000.00
Bid Engineering	\$1,700.00
Project Administration	\$6,000.00
<b>Total Design Engineering Fee</b>	<b>\$53,200.00</b>

## Construction Engineering Fee

Pre-Construction Activities	\$2,500.00
Resident Notification	\$1,500.00
Construction Layout	\$9,500.00
Construction Observation	\$18,000.00
Documentation	\$6,000.00
Project Close-Out	\$5,000.00
Project Administration	\$4,000.00
<b>Total Construction Engineering Fee</b>	<b>\$46,500.00</b>

## Estimated Sub-Consultant Fees\*

QA Materials Testing	<u>\$ 2,500.00</u>
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\* The sub-consultant fees are not included in the upper limit of this Agreement.

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 Resolution now on file in my Office, entitled:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY  
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE MADISON STREET  
WATER MAIN IMPROVEMENTS (OPPORTUNITY ZONE - 21ST AVENUE TO 17TH AVENUE)  
FUNDED IN PART BY A GRANT FROM THE DEPARTMENT OF COMMERCE AND ECONOMIC  
OPPORTUNITY (DCEO), AND FOR THE APPROPRIATION AND EXPENDITURE OF  
MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS,  
TO PAY FOR THE VILLAGE'S GRANT MATCHING CONTRIBUTION OF  
THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND  
CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT**

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

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]

# MEMO

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Date: March 8, 2021

To: Village of Maywood

Attn: Mr. Willie Norfleet, Jr., Village Manager

cc: Mr. John West, Director of Public Works  
Mr. David Myers, Director of Community Development  
Mr. Edgar Lara, Planning / Zoning Officer

From: Bill Peterhansen, P.E., CFM

Re: Madison Street Water Main Improvements – Opportunity Zone  
Design and Construction Engineering Agreements

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## Background

The Village of Maywood was successful in being selected as a recipient of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) for infrastructure improvements within the recently created Opportunity Zone. Hancock Engineering had teamed with staff to submit the grant application in early 2020.

## Scope of Improvements

The existing water main along Madison Street between 21<sup>st</sup> Avenue and 17<sup>th</sup> Avenue has been a source of frequent emergency breaks and interruption to residents. This section of water main is scheduled to be replaced with a new eight-inch (8") ductile iron pipe water main, new valves in vaults, upgrading of fire hydrants, reconfiguration of connections to existing water mains, and replacement of water services to affected properties. Restoration of hardscapes, landscapes, and pavement will be included.

An additional component of the project includes the installation of isolation valves along Madison Street at 8<sup>th</sup> Avenue and 7<sup>th</sup> Avenue. This improvement will provide additional control to the water system and limit the extent of future water main shut down interruptions.

## Schedule

We anticipate the project can be completed within the 2021 construction season. The schedule is as follows:

Approval of Engineering Agreement	March 16, 2021
Completion of Design	May 7, 2021
Advertisement of Project	May 10, 2021
Opening of Proposals	May 21, 2021
Award of Contract	June 1, 2021
Approval of IEPA Permit	June 5, 2021
Begin Construction	June 15, 2021
Construction Completion	September 15, 2021

#### Project Costs

The grant is structured at 50% Illinois DCEO State Funds / 50% local matching, with a total amount of \$382,375 offered by Illinois DCEO to finance the project. The breakdown of costs is as follows:

ITEM	DCEO FUNDS	MATCHING FUNDS	TOTAL
Capital Infrastructure: Construction	\$ 332,500	\$ 332,500	\$665,000
Professional Services	\$ 49,875	\$ 49,875	\$ 99,750
Total	\$ 382,375	\$ 382,375	\$764,750

The matching funds are eligible to be applied through the Madison Street TIF.

#### Action

The intergovernmental agreement with Illinois DCEO was approved by the Village Board on 3-2-21. A resolution is required to approve the design and construction engineering agreement.

If you should have any questions, please feel free to contact our office.

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF  
PROFESSIONAL ENGINEERING SERVICES

for the

**MADISON STREET WATER MAIN IMPROVEMENTS - OPPORTUNITY ZONE**

in

MAYWOOD, ILLINOIS

March 2021

AGREEMENT  
between the  
VILLAGE OF MAYWOOD  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for  
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES  
for the  
MADISON STREET WATER MAIN IMPROVEMENTS - OPPORTUNITY ZONE  
in  
MAYWOOD, ILLINOIS

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THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the MADISON STREET WATER MAIN IMPROVEMENTS - OPPORTUNITY ZONE, hereinafter referred to as "PROJECT", which will generally include water main improvements along Madison Street between 21<sup>st</sup> Avenue and 17<sup>th</sup> Avenue, in the Village of Maywood, Cook County, Illinois.

The scope of construction will generally include the installation of 1,300' of eight-inch (8") water main, abandonment of existing water main, transfer of existing water service connections onto the new water main, replacement of certain fire hydrants, reconfiguration of certain existing water main cross connections, installation of control valves at the intersections of 8<sup>th</sup> Avenue, and 7<sup>th</sup> Avenue along Madison Street, restoration of sidewalk, curbs, pavement and landscaping, and other appurtenant work.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

Construction Engineering includes providing line and grade staking of the proposed work, observation of the work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section A.II of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES;

- I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  - a. Preparing preliminary design criteria.
  - b. Preparing preliminary plans.
  - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
  - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
  - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
  - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
  - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
- II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
  - a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
  - b. Checking of shop and equipment drawings.
  - c. Providing line-and-grade staking.
  - d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

- e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.
  - f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.
  - i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
  - j. Performing final inspection of all improvements.
  - k. Preparing Record Drawings, and submitting said drawings in accordance with permitting authority's requirements.
- III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:
- a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.
  - b. All compaction or density tests as required by the specifications.
- IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

**B. THE VILLAGE AGREES;**

- I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of Fifty - Three Thousand Two Hundred dollars (\$53,200.00), unless there is a**

substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.

- b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed Forty-Six Thousand Five Hundred dollars (\$46,500.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II., and itemized in Attachment C.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of the personnel assigned to the PROJECT will be consistent with the Schedule of Hourly Rates as indicated in Attachment "A".

- c. To pay for the subletted services as stipulated in above Section A.III at the actual cost to the ENGINEER; "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of such invoices from the party doing the work. The cost for the subletted services in Section A.III are not included within the Design or Construction Engineering fees, and must be agreed upon in writing in advance of the work.
- d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A".
- e. That payment to the ENGINEER for the services rendered shall be made in the following manner:

1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED;

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.
- IV. 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 \_\_\_\_\_, 2021

VILLAGE OF MAYWOOD  
Cook County, Illinois  
Acting through its  
President and Board of Trustees

By \_\_\_\_\_  
Edwenna Perkins, Village President

ATTEST:

By \_\_\_\_\_  
Viola Mims, Village Clerk

(SEAL)

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Executed by the ENGINEER, this

\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

## SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$143.00
ENGINEER – V	\$133.00
ENGINEER – IV	\$123.00
ENGINEER – III	\$118.00
ENGINEER – II	\$105.00
ENGINEER – I	\$93.00
ENGINEERING TECHNICIAN – V	\$123.00
ENGINEERING TECHNICIAN – IV	\$113.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN - I	\$40.00
CAD MANAGER	\$118.00
CAD - II	\$108.00
CAD – I	\$98.00
ADMINISTRATIVE	\$65.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1<sup>st</sup>.  
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 resumption 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. Willie Norfleet, Village Manager
  - b. If to the ENGINEER:  
EDWIN HANCOCK ENGINEERING COMPANY.  
9933 Roosevelt Road  
Westchester, Illinois 60154-2780  
Attn: Derek Treichel, P.E., President
  - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

**B. CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
  - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
  - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
  - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
  - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
  - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

- (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
  - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
    - (i) abide by the terms of the statement; and
    - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
- (a) the dangers of drug abuse in the workplace;
  - (b) the ENGINEER's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance program; and
  - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
  - j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
  - k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Maywood.

- i. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
  
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
  
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
  
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

# ATTACHMENT C

## Design Engineering Fee

Preliminary Engineering	\$1,500.00
Topographic Survey	\$5,000.00
CADD Drafting	\$7,000.00
Utility Coordination	\$1,500.00
Plans	\$16,500.00
Specifications	\$8,000.00
IEPA and MWRD Permitting	\$6,000.00
Bid Engineering	\$1,700.00
Project Administration	\$6,000.00
<b>Total Design Engineering Fee</b>	<b>\$53,200.00</b>

## Construction Engineering Fee

Pre-Construction Activities	\$2,500.00
Resident Notification	\$1,500.00
Construction Layout	\$9,500.00
Construction Observation	\$18,000.00
Documentation	\$6,000.00
Project Close-Out	\$5,000.00
Project Administration	\$4,000.00
<b>Total Construction Engineering Fee</b>	<b>\$46,500.00</b>

## Estimated Sub-Consultant Fees\*

QA Materials Testing	<u>\$ 2,500.00</u>
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\* The sub-consultant fees are not included in the upper limit of this Agreement.



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**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik and Carmen P. Forte, Jr.**  
**DATE: March 10, 2021**  
**RE: Ordinance Adding a New Section 99.26 (Aggravated Fleeing and Eluding a Peace Officer; Impoundment) to the Maywood Village Code**

Per the request of the Maywood Police Department, we have enclosed the following draft document for your review, consideration and action at an upcoming Village Board Meeting:

ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES) OF THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT) REGARDING THE IMPOUNDMENT OF VEHICLES USED TO COMMIT THE OFFENSE OF AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER

The enclosed Ordinance proposes to amend the provisions of the existing Village Code chapter on towing of vehicles to add a new section making a vehicle used in the offense of aggravated fleeing and eluding a peace officer subject to seizure and impoundment, as authorized by Section 11-208.7 of the Illinois Vehicle Code (5/11-208.7(b)(1)).

The Illinois Vehicle Code states that it is a Class 4 felony to commit the offense of aggravated fleeing and eluding a peace officer, as defined follows:

Any driver, after having been given a visual or audible signal by a peace officer directing such driver or operator to bring his vehicle to a stop, willfully fails or refuses to obey such direction, increases his speed, extinguishes his lights, or otherwise flees or attempts to elude the officer, and either: (1) drives at a rate of speed at least 21 miles per hour over the legal speed limit; (2) causes bodily injury to any individual; (3) causes damage in excess of \$300 to property; (4) involves disobedience of two or more official traffic control devices; or (5) involves the concealing or altering of the vehicle's registration plate or digital registration plate. (625 ILCS 5/11-204.1(a)).

To the extent that the Village Board desires to make further amendments or refinements to the Code Amendment Ordinance, we will update the draft Ordinance.

If there are any questions, please contact us.

*Mike and Carmen*

Enclosure

- cc. Viola Mims, Village Clerk (w/ encl.)
- Willie Norfleet, Jr., Village Manager (w/ encl.)
- Valdimir Talley, Police Chief (w/ encl.)
- Elijah Willis, Deputy Police Chief (w/ encl.)
- Michael A. Marrs, KTJ (w/ encl.)

**DRAFT: 3/10/2021**

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

**ORDINANCE NO. CO-2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS),  
CHAPTER 99 (TOWING OF VEHICLES) OF THE MAYWOOD VILLAGE CODE TO ADD A NEW  
SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT)  
REGARDING THE IMPOUNDMENT OF VEHICLES USED TO COMMIT  
THE OFFENSE OF AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER**

**WHEREAS**, the Illinois Vehicle Code makes it a Class 4 felony to commit the offense of aggravated fleeing or attempting to elude a peace officer, which is defined as when any driver, after having been given a visual or audible signal by a peace officer directing such driver or operator to bring his vehicle to a stop, willfully fails or refuses to obey such direction, increases his speed, extinguishes his lights, or otherwise flees or attempts to elude the officer, and either: (1) drives at a rate of speed at least 21 miles per hour over the legal speed limit; (2) causes bodily injury to any individual; (3) causes damage in excess of \$300 to property; (4) involves disobedience of two or more official traffic control devices; or (5) involves the concealing or altering of the vehicle's registration plate or digital registration plate. (625 ILCS 5/11-204.1(a)); and

**WHEREAS**, the Illinois Vehicle Code authorizes the towing and impoundment of a motor vehicle used in the commission of various offenses that would otherwise authorize the seizure and forfeiture of said vehicle pursuant to Section 36-1 of the Criminal Code of 2012 (625 ILCS 5/11-208.7(b)(1)); and

**WHEREAS**, the Illinois Vehicle Code authorizes the seizure and forfeiture of a vehicle used in the commission of the offense of aggravated fleeing and eluding of a peace officer (720 ILCS 5/36-1(a)(5)); and

**WHEREAS**, the Maywood Police Department requests making certain amendments to Title IX (General Regulations), Chapter 99 (Towing of Vehicles) of the Maywood Village Code by adding a new Section 99.26 (Aggravated Fleeing and Eluding a Peace Officer; Impoundment) in order to reflect the Police Department's authority to tow and impound vehicles used to commit the offense of aggravated fleeing or attempting to elude a peace officer (the "Code Amendments"); and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to make the Code Amendments, as set forth below; and

**WHEREAS**, pursuant to the home rule powers and statutory authority set forth in applicable provisions of the Illinois Compiled Statutes, including Sections 36-1, 11-204.1 and 11-208.7 of the Illinois Vehicle Code and Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the President and Board of Trustees of the Village find that it is in the best interests of the health, welfare and safety of the Village, its residents, property owners, business owners and the public to approve the Code Amendments as set forth below in this Ordinance.

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

**SECTION 1:** Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION 2:** Section 99.26 (Aggravated Fleeing and Eluding a Peace Officer; Impoundment), Chapter 99 (Towing of Vehicles) of Title IX (General Regulations) of the Maywood Village Code is amended to read, in its entirety, as follows:

**99.26 AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT.**

- (A) A motor vehicle used to commit the offense of aggravated fleeing or attempting to elude a peace officer is subject to seizure and impoundment. The offense of aggravated fleeing or attempting to elude a peace officer is committed by any driver or operator of a motor vehicle who, having been given a visual or audible signal by a peace officer directing such driver or operator to bring his vehicle to a stop, willfully fails or refuses to obey such direction, increases his speed, extinguishes his lights, or otherwise flees or attempts to elude the officer, and either: (1) drives at a rate of speed at least 21 miles per hour over the legal speed limit; (2) causes bodily injury to any individual; (3) causes damage in excess of \$300 to property; (4) involves disobedience of two or more official traffic control devices; or (5) involves the concealing or altering of the vehicle's registration plate or digital registration plate. The signal given by the peace officer may be by hand, voice, siren, or red or blue light; provided that the officer giving such signal shall be in police uniform, and, if driving a vehicle, such vehicle shall display illuminated oscillating, rotating or flashing red or blue lights which, when used in conjunction with an audible horn or siren, would indicate the vehicle to be an official police vehicle. Such requirement shall not preclude the use of amber or white oscillating, rotating or flashing lights in conjunction with red or blue oscillating, rotating or flashing lights as required in Section 12-215 of Chapter 12 of the Illinois Vehicle Code.
- (B) Whenever a peace officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the peace officer shall provide for the towing of the vehicle to a facility controlled by the Village or its agents. When the vehicle is towed, the peace officer shall notify any person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a hearing pursuant to § 39.14 of this Code.
- (C) The provisions of § 39.14 shall apply whenever any motor vehicle is seized and impounded pursuant to this section.

**SECTION 3:** 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:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 5:** 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 6:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

**ADOPTED** this 16th day of March, 2021 pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me as Village President, and attested by the Village Clerk, on the 16th day of March, 2021.

\_\_\_\_\_  
Edwenna Perkins, Village President

**ATTEST:**

\_\_\_\_\_  
Viola Mims, Village Clerk

This Ordinance was published by me in pamphlet form on the \_\_\_\_ day of March, 2021.

\_\_\_\_\_  
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. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS),  
CHAPTER 99 (TOWING OF VEHICLES) OF THE MAYWOOD VILLAGE CODE TO ADD A  
NEW SECTION 99.26 (AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT)  
REGARDING THE IMPOUNDMENT OF VEHICLES USED TO COMMIT THE OFFENSE OF  
AGGRAVATED FLEEING AND ELUDING A PEACE OFFICER**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16<sup>th</sup> day of March, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16<sup>th</sup> day of March, 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: \_\_\_\_\_

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 16<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]