



**COMMITTEE OF THE WHOLE
OF THE PRESIDENT AND BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
Tuesday, January 4, 2022
AT 7:00 PM
COUNCIL CHAMBERS
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS**

AGENDA

THIS MEETING WILL BE CONDUCTED AS A FULLY REMOTE MEETING

Options to watch and listen to the public meeting:

Live Stream at Village Website Home Page: Go to 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 among the Village Board Members, The Village Manager and the Village Attorney.

Masks or face coverings are required for all people who physically attend this meeting.

Physical attendance at this meeting will be subject to applicable 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 submitted electronically to the Village and any responses will be read into the public meeting record.

Please submit public comments via email in advance of the public meeting to:

cthompkins@maywood-il.org or tpavlik@maywood-il.org and/or faxing to (708) 681-8818.

To provide public comments via Zoom you must pre-register with the Village Clerk’s Office prior to the start of the Meeting by emailing cthompkins@maywood-il.org or tpavlik@maywood-il.org.

Public comment will be allowed during the public comment portion of the Public Hearing with the chair recognizing members of the public who use the “raise hand” function in the Zoom app.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE TO THE FLAG

5. APPROVAL OF MINUTES FOR COMMITTEE OF THE WHOLE MEETING OF THE BOARD OF TRUSTEES, TUESDAY, DECEMBER 7, 2021.

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6. OATHS, REPORTS, PROCLAMATIONS, ANNOUNCEMENTS AND APPOINTMENTS

7. FINANCE MANAGEMENT REPORT(S):

A. Presentation regarding Monthly Financial Report for the month of December 2021 by Lanya Satchell, Finance Director.

Note: Report will be distributed at Village Board Meeting.

8. PUBLIC COMMENTS:

9. VILLAGE PRESIDENT REPORT AGENDA ITEM(S):

A. Status Report and Photo Slide Show of Active Economic Redevelopment Projects in Village

B. Executive Order No. 2021-02: EXECUTIVE ORDER OF THE VILLAGE PRESIDENT OF THE VILLAGE OF MAYWOOD (Remote Meeting Option - COVID-19 Pandemic) 10

C. Status Report regarding: COOK COUNTY DEPARTMENT OF PUBLIC HEALTH ISSUES NEW MITIGATION ORDERS AMID LATEST COVID-19 SURGE 13

10. VILLAGE MANAGER REPORT AGENDA ITEM(S):

A. Status Report regarding: Status of Current Waste Collection and Disposal Contract (Allied Waste Disposal Services of North America, LLC) and Proposal for New Waste Disposal and Collection Contract and Presentation(LRS Waste and Recycling), with a cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd. (This matter has been referred to the Infrastructure and Sustainability Committee to hear presentations and make a recommendation to the Committee of the Whole in February 2022.) 19

11. VILLAGE ATTORNEY REPORT AGENDA ITEM(S):

A. None

12. TRUSTEE COMMITTEE REPORTS:

A. Planning and Development

* Recommendation regarding: Proposed Sale of METRA / Village Train Station by Union Pacific

B. Fiscal Accountability and Government Transparency

C. Community Policing and Public Safety 20

D. Engagement and Communications 22

* Recommendation regarding: Reinstatement of the Maywood Youth Delegation.

* Recommendation regarding: Application for a Community Mural Grant through the National Endowment for the Arts

E. Infrastructure and Sustainability

F. Ordinance and Policy 36

* Recommendation regarding: ORDINANCE AMENDING SECTION 31.05

(COMMUNITY

DEVELOPMENT DEPARTMENT) AND RELATED SECTIONS OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE COMMUNITY DEVELOPMENT DEPARTMENT

AND BUILDING AND CODE ENFORCEMENT DEPARTMENT, with Recommendation

Memo from Ordinance & Policy Committee dated December 13, 2021.

13. NEW BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):

A. Discussion and recommendation of: RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF MAYWOOD, ON BEHALF OF THE MAYWOOD POLICE DEPARTMENT, AND THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS POLICE FOR PERFORMANCE OF CERTAIN VILLAGE LAW ENFORCEMENT ASSISTANCE SERVICES, with a cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd.	44
B. Discussion and recommendation of: RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE (Carmen Rivera) with the Agreement attached as Exhibit "A" and with a cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd.	54
C. Discussion and recommendation of: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES FOR VILLAGE PARTICIPATION IN THE SUPPLEMENTAL REIMBURSEMENT GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) PROGRAM, with a cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd.	63
D. Discussion and recommendation of: Village Manager's Request to Rollover Unused Vacation Days for use in Calendar Year 2022.	
E. Discussion and recommendation of: ORDINANCE SUPPORTING MAYWOOD HOUSING AUTHORITY'S RESOLUTION NO. 2020-04 REGARDING DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY and ORDINANCE AMENDING SECTION 31.23 (MAYWOOD HOUSING AUTHORITY) REGARDING DISSOLUTION OF MAYWOOD HOUSING AUTHORITY, with a cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd.	96
F. Discussion and recommendation of: ORDINANCE APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR THE WARREN STREET ROAD IMPROVEMENT PROJECT (WARREN STREET - FROM 19TH AVENUE TO 17TH AVENUE), with a cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd.	112
G. Discussion and recommendation of: RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE I-290 CORRIDOR STORM SEWER SEPARATION PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2021 CDBG PROGRAM FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT, with cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd.	122
14. OLD BUSINESS (DISCUSSION AND RECOMMENDATION ONLY):	
A. Discussion and recommendation of: Approval of Funding for and Implementation of 2021 / 2022 Village Senior Snow Removal Program and Purchase of Bobcat Utility Blade	187

and Snow Removal Equipment (Equipment Pricing: \$10,620.00), with a cover memo dated December 29, 2021 from Public Works Director John West.

B. Discussion and recommendation of: RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ENTERPRISE SERVICES AGREEMENT WITH POLICY CONFLUENCE, INC. (D/B/A POLCO & NATIONAL RESEARCH CENTER, INC.) REGARDING ARPA ENGAGEMENT PACKAGE LEVEL 2 SERVICES, with a cover memo dated December 29, 2021 from Klein, Thorpe and Jenkins, Ltd.

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15. **OTHER MATTERS:**

16. **FOR INFORMATION ONLY:**

17. **CLOSED MEETING SESSION:**

- A. Pending Litigation per 5 ILCS 120/2(c)(11)
- B. Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).
- C. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body (5 ILCS 120/2(c)(1)).
- D. The purchase or lease of real property for use by the Village (5 ILCS 120/2(c)(5)).
- E. The setting of a price for sale or lease of property owned by the Village (5 ILCS 120/2(c)(96)).

18. **ADJOURNMENT**

cc: Mayor	Nathaniel George Booker
Trustees:	
	Isiah Brandon
	Miguel Jones
	Melvin L. Lightford, Sr.
	Aaron Peppers
	Antonio Sanchez
Village Clerk	Shabaun Reyes-Plummer
Village Manager	Gwaine Dianne Williams
	Chasity Wells-Armstrong

"The above Public Meeting restrictions are authorized by Executive Order No. 2021-02 (Remote Meeting Option - COVID-19 Pandemic) issued on December 29, 2021 by Mayor Nathaniel George Booker and the Open Meetings Act, the CDC directive (social distancing guidelines) and the Illinois Governor's Disaster Proclamations (Restore Illinois Plan), and Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan and the mask mandate for individuals within indoor public places.

VILLAGE OF MAYWOOD
MINUTES OF THE PUBLIC HEARING / COMMITTEE OF THE WHOLE MEETING
OF THE BOARD OF TRUSTEES
TUESDAY, DECEMBER 7, 2021

Call to Order

The Committee of the Whole Meeting of Tuesday, December 7, 2021, was called to order by Mayor Nathaniel George Booker at 7:02 p.m. in the Council Chambers at 125 South 5th Avenue, Maywood, IL 60153.

Roll Call

Upon roll call by Gwaine Dianne Williams, Village Clerk, the following answered Present: Mayor Nathaniel George Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon. Absent: Trustee M. Lightford. There being a Quorum present, the meeting was convened.

Staff Attendance:

Chasity Wells-Armstrong, Village Manager
Lanya Satchell, Director of Finance
Roseann Bautista, Director of Human Resources
Walter Duncan, Director of Code Enforcement
Nalini Johnson, Planning/Zoning Coordinator
Elijah Willis, Police Chief
Craig Bronaugh Jr., Fire Chief
John West, Public Works Director
Michael Jurusik, Village Attorney
William Peterhansen, Village Engineer
Angela Smith, Director of Community Development
Gwaine Dianne Williams, Village Clerk
Tom Pavlik, Deputy Clerk

Invocation: Prayer by Trustee A. Peppers and Village Prayer Confession read by Mayor Booker

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

Approval of minutes for the Combined Committee of the Whole Meeting of the Board of Trustees Wednesday, November 3, 2021.

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

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments:

- Mayor Booker, Manager Wells-Armstrong, Trustees Brandon and Jones made announcements of public interest.

Finance Management Report(s):

- A. Presentation by Lanya Satchell, Director of Finance pursuant to the Village of Maywood Financial Report for month-ending October 31, 2021.
- B. Presentation by Lanya Satchell, Director of Finance, for the 2021 Tax Levy recommendation.

Agenda for Truth in Taxation Public Hearing on the proposed 2021 Real Estate Tax Levy. The Public Hearing was held prior to the Finance Management Report.

A. Truth in Taxation Public Hearing on the Proposed 2021 Real Estate Tax Levy.

Motion to recess to conduct Truth in Taxation Public Hearing on the Proposed 2021 Real Estate Tax Levy.

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

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Meeting Call to Order by roll call. Present: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon. Absent: Trustee M. Lightford. Quorum Present

Acknowledgement of the Publication of the Public Hearing Notice in a Local Newspaper. Mayor Booker made the acknowledgement

Presentation on 2021 Real Estate Tax Levy by the Village Manager and Finance Director.

- 1. Discussion and recommendation of: Ordinance of the Board of Trustees of the Village of Maywood, Cook County, Illinois providing for the Levy, Assessment and Collection of Taxes for the Year 2021 Tax Levy, with Certification of Compliance with Truth in Taxation Law, with a cover memo dated October 27, 2021 from Klein, Thorpe and Jenkins, Ltd. Director Satchell gave an overview.

Questions and comments by Board members – None

Questions by the public and public comments - Comments made by L. Robinson.

Final questions and comments by Board members – None

Motion to place “An Ordinance of the Board of Trustees of the VOM, Cook County, IL providing for the Levy, Assessment and Collection of Taxes for the Year 2021 Tax Levy” on the December 14, 2021 Village Board Meeting Agenda for Final Action and Approval.

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

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to Close the Public Hearing and reconvene the Committee of the Whole Meeting at 7:33 p.m.

Discussion: None

Ayes: Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: Trustee M. Lightford

Motion Carried

Return to the Agenda for the December 7, 2021 Committee of the Whole of the Board of Trustees/Special Village Board Meeting.

Public Comments: C. Sharp and M. Jenkins-Topps.

Village President Report Agenda Item(s):

- A. Proposed Sale of Metra/Village Train Station by Union Pacific. – No object for recommendation to send to Planning and Development for further discussion.
- B. November 30, 2021 Joint Review Board Meetings for Village TIF Districts and Proposed New TIF Districts (PowerPoint Presentation by Village Staff). – Mayor Booker made comments.
- C. Status report and photo slide show of Active Economic Redevelopment Projects in the village. – Mayor Booker made the presentation.
- D. Discussion on Tourism Attractions and Festivals Grant. – Mayor Booker gave an overview.
- E. Discussion on Federally Qualified Health Center. – Mayor Booker gave an overview.

Village President Report Agenda Item(s):

- A. Status Report regarding: video presentation of Maywood Fest. Mayor Booker presented a video.
- B. Photos and Presentation for New Businesses in Maywood. Mayor Booker presented a PowerPoint presentation.
- C. Semi-annual review of Liquor License holders. Mayor Booker gave an overview.
- D. Discussion and consideration to draft Maywood Park District Management Agreement. Mayor Booker mentioned the item is to allow discussion between the Village Manager and the Maywood Park District only. There were no oppositions to the discussion.
- E. Discussion regarding Tree Lighting Ceremony and Village Holiday decoration. - Mayor Booker gave updates for the proposed December 4th events with a Proclamation for Fred Hampton, obtaining quotes for decorations, location entertainment, and mentioned a tree has been donated to the village.
- F. National League of Cities City Summit Conference 2021 Review. – Mayor Booker gave an overview. Mayor elected to Board of Directors for NLC (2 Year Term).
- G. Discussion of 2022 Community Calendar. – Community Engagement will distribute a survey for feedback from citizens.

Village Manager Report Agenda Item(s):

- A. HRIS System (Civic Human Resources Module) Purchase Agreement (\$4,500 License Fee, \$1,500 Set-Up and Training, \$1,125 Annual Support. – Director Bautista gave an overview. Recommended staff to present supportive documents at next Board meeting.
- B. ARPA Engagement Package PPT 2021 and ARPA Engagement Survey. – Manager Wells-Armstrong gave an overview. No objection to move forward with POLCO Community Outreach.
 - * Trustee Sanchez excused himself from the meeting at 9:14 p.m.
- C. Village IT Systems Assessment. – Manager Wells-Armstrong gave an overview and expects a full report in January 2022.

Village Attorney Report Agenda item(s):

- A. Opioid Litigation: National Settlement Agreement with Certain Opioid Distributors (McKesson Corporation, Cardinal Health, Inc, AmerisourceBergen Corporation and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.). – Attorney Jurusik recommended to Opt In and place the item on the next Agenda with No Objections.
- B. Amendment to Open Meetings Act for Review and Approval Process of Closed Meeting Minutes effective January 1, 2022 with a cover memo dated December 1, 2021 from Klein, Thorpe and Jenkins, Ltd. – Attorney Jurusik recommended no change to the village schedule for 6 months review.

Trustee Committee Reports: Fiscal Accountability and Government Transparency – Trustee Jones reviewed a FAGT (Finance Accountability & Government Transparency) Memo.

New Business Items:

- A. Discussion and recommendation of: Ordinance Amending Section 31.05 (Community Development) and Related Sections of the Maywood Village Code Relative to the Community Development Department and Building and Code Enforcement Department, with a cover memo dated December 1, 2021 from Klein, Thorpe and Jenkins, Ltd. – Mayor Booker move the item to the Ordinance and Policy Committee.
- B. Discussion and recommendation of: Ordinance Authorizing Condemnation of a Public Utility and Sidewalk Easement on property at 600 South 9th Avenue, with a cover memo dated December 1, 2021 from Klein, Thorpe and Jenkins, Ltd. – Mayor Booker recommendation to move forward with no objections.
- C. Discussion and recommendation of: Rebuild Downtowns and Main Streets Capital Grants Application and 5th Avenue and Lake Street Business Corridor, with cover memo dated December 1, 2021 from Village Engineer Bill Peterhansen. – Mayor Booker recommendation to move forward with no objections.
- D. Discussion and recommendation of: Maywood Police Department Proposal #14 re: Renewal of VERRA Mobility Services Agreement for FYI 2021, with a cover memo dated November 29, 2021 from Chief Elijah Willis. – Mayor Booker recommendation to move forward with the one year extension with no objections.

Old Business Item(s):

- A. Discussion and recommendation of: A Resolution Approving an Intergovernmental Agreement by and between the Village of Maywood and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of Van Buren and 5th Area Storm Relief Project in Maywood, Illinois (Cost Sharing for 2021 I-290 Corridor Storm Relief Project) (Note: the Agreement is attached to the Resolution as Exhibit "A") (formerly known as the "2021 I-290 Corridor Storm Relief Project"), with a cover memo dated December 1, 2021 from Klein, Thorpe and Jenkins, Ltd. – Mayor Booker recommendation to move forward with no objections.
- B. Discussion and recommendation of: Access Health and Housing, LLC Project, Memorandum dated December 1, 2021 from Klein, Thorpe and Jenkins, Ltd. with attachments. – Mayor Booker recommendation to move forward with no objections.

Board of Trustees Comments:

- A. ProChamps Proposal (Ordinance & Policy) – Trustee Reyes-Plummer made a recommended that the attorney review and bring back to the Board for review with one Objection. *This item was moved to Trustee Committee Report.*

For Information Only: None

Closed Meeting Item(s): Motioned by Trustee Brandon and Seconded by Trustee Peppers to recess into Closed Session at 10:20 p.m. for the purpose of discussing:

- A. Pending Litigation (5 ILCS 120/2(c)(11)).
- B. Probable and Imminent Litigation (5 ILCS 120/2(c)(11)).
- C. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body (5 ILCS 120/2(c)(1)).
- D. Purchase or lease of real property for use by the Village (5 ILCS 120/2(c)(5)).
- E. Security procedures and the use of personnel and equipment to respond to an actual, threatened or reasonably potential danger to the safety of employees, students, staff, the public or public property (5 ILCS 120/2(c)(8)).

Discussion: None

Ayes: Mayor Booker, Trustees S. Reyes-Plummer, M. Jones, A. Peppers and I. Brandon

Nays: None

Abstain: None

Absent: Trustees A. Sanchez and M. Lightford

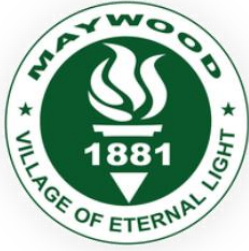
Motion Carried

Adjournment: Motioned by Trustee Brandon and Seconded by Trustee Reyes-Plummer to adjourn the Committee of the Whole Meeting at 11:31 p.m. with a roll call of the Board.

Nathaniel George Booker, Mayor

Gwaine Dianne Williams, Village Clerk

cc: Mayor Booker
Board of Trustees
Village Manager Chasity Wells-Armstrong
Village Clerk Gwaine Dianne Williams



VILLAGE OF MAYWOOD

VILLAGE PRESIDENT, MAYOR NATHANIEL GEORGE BOOKER

December 30, 2021

Dear Fellow Maywoodians,

Since COVID-19 was first announced, I have worked and partnered with various agencies to combat the virus. Thanks to organizations like COVID Equity Response Collaborative: Loyola (CERCL) and Proviso Leyden Council for Community Action (PLCCA), along with others testing, vaccinations, and booster shots have been readily available in our community.

Suburban Cook County positivity rate has jumped from 7.8% to 14.8% in one week! At the beginning of December, the positivity rate was 3.3%. This week 71 and this month there have been 294 more deaths in Suburban Cook County which brings the death total to 5,198.

In just 14 days the Village of Maywood has seen an increase of positive confirmed cases jump to 240%! In just 14 days there have been 392 more positive cases confirmed in Maywood. Since last week we have experienced an additional COVID-19 related death. Our death total from COVID-19 is now 54 which is amongst the highest in Suburban Cook County. The Village of Maywood with a rate of 49.2% is the only community in the Proviso Township with a less than 50% completely vaccinated rate.

Effective January 3, any individual age five and older will be **required to show proof of full vaccination to dine indoors**, visit gyms, or enjoy entertainment venues where food or drink are being served in Cook County. To read the full ORDER OF THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH visit bit.ly/CC-COVID-2021-11

Per Executive Order as Village President, I declare that open and closed meetings with a quorum of the Village Board members and a quorum of the other Village boards, committees and commissions physically present is not practical, prudent or appropriate due to the health concerns associated with the Emergency. To read the full EXECUTIVE ORDER OF THE VILLAGE OF MAYWOOD FOR REMOTE MEETINGS visit bit.ly/maywood-eo-2021-02

As a community and as a country, we will get through this together. Children 5 years and older are part of the COVID-19 "chain of transmission." The more people who are vaccinated, the less transmission will be happening in any community, and there are less opportunities for the virus to mutate. If you would like to learn more about and/or receive a vaccination or booster please visit www.cercl.org/resources or call 708-316-8882.

Stay Safe, Stay Informed, Happy New Year!

Nathaniel George Booker

Nathaniel George Booker, Mayor
Village of Maywood

**EXECUTIVE ORDER REGARDING REMOTE MEETINGS
UNDER DECLARATION NO. 2021-01: DECLARATION OF A STATE OF EMERGENCY IN
THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 – August 3, 2021)**

WHEREAS, the Village of Maywood (“Village”) is a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, COVID-19, also known as the “coronavirus,” is a dangerous disease which has spread around the world, including in the United States, the State of Illinois and Cook County. COVID-19 is a direct and serious threat to the public’s health, safety and welfare; and

WHEREAS, on March 9, 2020, the Governor of the State of Illinois issued a disaster proclamation in the State of Illinois related to the COVID-19 pandemic. The Governor has continued to issue successive disaster proclamations as each has expired, most recently on December 10, 2021; and

WHEREAS, on March 10, 2020, the President of the Cook County Board of Commissioners issued a disaster proclamation in Cook County, Illinois related to the COVID-19 pandemic; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 virus a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a nationwide emergency under Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 52 U.S.C. 5121, *et seq.*, related to the COVID-19 pandemic. COVID-19 continues to be a dangerous, contagious disease which has spread around the world, including in the United States, the State of Illinois, Cook County and the Village of Maywood, and is a direct and serious threat to the public’s health, safety and welfare; and

WHEREAS, the Governor of the State of Illinois and other state and local leaders have taken action to respond to the COVID-19 pandemic, including the issuance of multiple Executive Orders by Governor Pritzker addressing various aspects of the response to the crisis. COVID-19 is a disease that is likely to cause loss of life, loss of productivity, hardship and suffering to persons residing in or doing business in and around the Village; and

WHEREAS, Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6, provides that the corporate authorities of the Village of Maywood may grant the Village President the extraordinary power and authority to exercise, by executive order during a state of emergency, such powers of the Village’s corporate authorities as may be reasonably necessary to respond to the emergency; and

WHEREAS, on March 17, 2020, the Village President and Board of Trustees respectively adopted Ordinance No. CO-2020-07 (AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO DECLARE A STATE OF EMERGENCY SHOULD THE NEED ARISE AND AUTHORIZING PURCHASE CONTRACTS AS NECESSARY TO RESOLVE A STATE OF EMERGENCY WITHOUT PUBLIC ADVERTISEMENT WITHIN THE VILLAGE OF MAYWOOD) and, on August 3, 2021, the Village President issued DECLARATION NO. 2021-01: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 – August 3, 2021) (Disaster Declaration and Remote Meeting Rules), which authorized the Village President to declare a state of emergency in the Village pursuant to Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6; and

WHEREAS, the Village President of the Village of Maywood declared a State of Emergency in the Village of Maywood on March 17, 2020, in order to allow the Village to assist in preventing the loss of life and injuries, and alleviating damages, loss, hardship and suffering related to the COVID-19 pandemic; and

WHEREAS, the Village President has determined that it is necessary to issue this Executive Order to best protect the public's health, safety and welfare regarding the COVID-19 pandemic.

NOW, THEREFORE, BE IT DECLARED, UNDER OATH, BY THE VILLAGE PRESIDENT OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS:

SECTION 1: Incorporation. The recitals above shall be and are incorporated in this Section 1 as if restated herein.

SECTION 2: Executive Order. To assist the Village residents, businesses and the community at large in dealing with the significant negative health repercussions of the COVID-19 pandemic, it is ordered: Pursuant to Sections 2.01 and 7 of the Open Meetings Act (120 ILCS 5/2.01 and 7) ("OMA"), as amended by Senate Bill 2315, and for the duration of the Illinois Governor's disaster declaration related to COVID-19 (a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act), the Village President finds and declares that open and closed meetings with a quorum of the Village Board members and a quorum of the other Village boards, committees and commissions physically present is not practical, prudent or appropriate due to the health concerns associated with the Emergency. Therefore, until such time as the Illinois Governor suspends the disaster declaration related to COVID-19 or this Executive Order is withdrawn by the Village President, all meetings of the Village Board of Trustees, as well as all meetings of the other Village boards, committees and commissions, shall be conducted remotely pursuant to the provisions and requirements of Sections 2.01 and 7 of the OMA and the Village's Declaration of State of Emergency No. 2021-01. Any elected official, staff member, interested party or member of the public wishing to be physically present at any open, public meeting shall have the opportunity to do so and Village Hall shall remain open to the public. All persons physically in attendance at any open, public meeting shall abide by all public meeting restrictions as authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and current Illinois Governor Disaster Proclamation and the Governor's Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan.

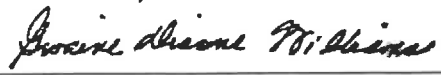
SECTION 3: Executive Orders. The Village President is authorized to exercise, by executive order, such powers of the Village President and Board of Trustees as the Village President deems reasonably necessary to allow the Village to respond to the Emergency.

SECTION 4: Effective Date. This Executive Order shall be in full force and effect immediately upon the date and time listed below, as attested to by the Village Clerk.

SECTION 5: Filing. This Declaration shall be filed with the Village Clerk's Office upon its execution by the Village President and attestation by the Village Clerk.


Nathaniel George Booker, Village President

ATTESTED TO, AND DATE AND TIME RECEIVED BY, THE VILLAGE CLERK


Gwaine Dianne Williams, Village Clerk

Date: December 29, 2021. Time: 3:30 A.M. / P.M.





Leadership

Toni Preckwinkle
President, Cook County Board of Commissioners

Israel Rocha, Jr.
Chief Executive Officer, Cook County Health

Rachel Rubin, MD, MPH, FACP
Co-Lead and Senior Medical Officer

Kiran Joshi, MD, MPH
Co-Lead and Senior Medical Officer

Board of Directors

M. Hill Hammock
Chair of the Board

David Ernesto Munar
Vice Chair of the Board

Robert Currie
Hon. Dr. Dennis Deer, LCPC, CCFC

Mary Driscoll, RN, MPH
Raul Garza
Ada Mary Gugenheim

Joseph M. Harrington
Mike Koetting
Heather M. Prendergast, MD, MS, MPH
Robert G. Reiter, Jr.
Otis L. Story, Sr.

COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
ISSUES NEW MITIGATION ORDERS
AMID LATEST COVID-19 SURGE

Vaccines Required for Patrons of Dining, Entertainment, and Fitness Facilities

Forest Park, IL --- In response to the current COVID-19 surge of cases and hospitalizations in suburban Cook County, Cook County Department of Public Health today issued a new mitigation order for its suburban Cook County jurisdiction. Specifically, the order calls for proof of vaccination for customers of indoor settings where food or drink are served for on-premises consumption, like restaurants, bars, and entertainment venues, and in fitness facilities. The order will go into effect January 3, 2022.

Suburban Cook County is seeing over 500 new cases per 100,000 population daily and the test positivity rate is 7.8 percent as of last week. The ICU capacity is at 10.8 percent bed availability.

Under the order, businesses must display signage about the mitigations at every entrance and prominently within the facility. Businesses must develop a written protocol with details for how they will check vaccine status and how they will enforce this order. CCDPH will post sample language for this written protocol to its website.

“Earlier this year, we had hoped that we were on a path to finally put the pandemic behind us,” said Cook County Board President Preckwinkle. “But unfortunately, with the dual threat presented by the Delta and Omicron variants, and with cases, hospitalizations and deaths rising to new heights across Cook County, we must once again reassess and re-align our strategies with what the science is telling us. And the science is clear - it will take all of us to beat COVID; people of all backgrounds, ethnicities and faiths getting vaccinated and taking common sense measures to stop the spread of the virus.”

Businesses violating these orders will be subject to inspection and possible fines for violations. Many restaurants have already introduced these protective measures;

this order will provide clarity to businesses and patrons throughout CCDPH's jurisdiction in most of suburban Cook County.

"Omicron is here in suburban Cook County, and it spreads incredibly quickly and easily, so CCDPH must take measures to contain the spread," said Dr. Rachel Rubin, CCDPH Co-Lead and Senior Medical Officer. "We are concerned about how easily the Omicron variant can spread among people, especially in crowded indoor settings. It is very important that we implement these measures to help lower the risk of transmission."

Fitness centers include settings like health clubs, yoga studios, group fitness classes, recreation centers, and dance studios. Entertainment venues include movie theaters, concert venues, live theater and music spaces, sports arenas, bowling alleys and arcades. Patrons in these facilities must remain masked and physically distant when possible.

"These measures are temporary, and we hope they are in effect for a very short time," said Dr. Kiran Joshi, CCDPH Co-Lead and Senior Medical Officer. "While there is so much that remains unknown about Omicron, we do know that our healthcare system is being severely strained. We are implementing these measures to reduce the transmission of COVID-19 and prevent severe illness requiring hospitalization."

**ORDER OF THE
COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
No. 2021-11
COVID-19 MITIGATION
Effective: January 3, 2022**

WHEREAS, On January 27, 2020, the United States Secretary of Health and Human Services declared that COVID-19, a respiratory illness spread by close contact through respiratory droplets, presents a public health emergency, and the World Health Organization characterized the COVID-19 outbreak as a pandemic on March 11, 2020.

WHEREAS, The Cook County Department of Public Health is the Illinois certified local health department for suburban Cook County, Illinois, with the exception of Evanston, Skokie, Oak Park, and Stickney Township, serving 127 municipalities.

WHEREAS, The Cook County Department of Public Health is responsible for determining when a danger to the public health exists within its jurisdiction, and to order measures deemed necessary to protect the public health until such time that the danger to the public health is eliminated or reduced in such a manner that an immediate threat no longer exists.

WHEREAS, pursuant to the Cook County, Illinois, Code of Ordinances Sec. 38-33(b), a law enforcement officer with proper jurisdiction shall be authorized to enforce orders issued by the Cook County Department of Public Health with respect to public health measures and shall assist in enforcing such orders.

WHEREAS, the United States and the State of Illinois are in the early stages of a large surge of COVID-19 cases due to the Omicron variant.

WHEREAS, The Cook County Department of Public Health has determined that mitigation measures are necessary to protect the public health.

NOW, THEREFORE, in accordance with the authority delegated to it by the Illinois Department of Public Health pursuant to the Illinois Public Health Act (20 ILCS 2305/1.1 *et seq.*); the Illinois Department of Public Health Powers and Duties Law (20 ILCS 2310/2310-15 *et seq.*); and the Cook County, Illinois, Code of Ordinances (Chapter 38, Article II *et seq.*), the Cook County Department of Public Health hereby directs and orders:

All Businesses and Individuals:

- Any individual aged two and older and able to medically tolerate a mask shall be required to wear a mask when indoors in a public place, regardless of vaccination status.
- For the purposes of this Order, indoor public spaces include any common or shared space in: (1) a residential multi-unit building or (2) any non-residential building, including but not limited to retail stores, restaurants, bars/taverns, health and fitness clubs, museums, hotels, personal services, performance venues, movie theaters, commercial buildings, event venues, healthcare settings, congregate facilities, on public transportation and in transportation hubs.
- Mask refers to a complete and tight knit fabric or cloth, or medical mask that is appropriately sized for the individual's face to snugly cover the nasal openings and mouth without the necessity of being held in place by the individual's hands.
- All businesses open to public must post signage, in a form and size approved by CCDPH, advising patrons and staff that masks are required to be worn on the premises. Such signage must be posted at all entrances to the premises as well as prominently posted in an area visible to patrons and staff within the establishment.
- Masks may be removed at restaurants, bars and other eating/drinking establishments by patrons when they are actively eating/drinking while stationary. Masks can also be removed for certain activities that require their removal, such as beard shaves or facials.
- Physical distancing of six feet should be maintained where feasible.

Indoor settings where food or drink are served for on-premises consumption, and health and fitness centers:

- Businesses must require any individual 5 years of age and older to show proof that they are fully-vaccinated against COVID-19 with an approved vaccine in order to enter the establishment.
- Businesses must require Patrons age 16 and older to show identification (including but not limited to driver's license, passport, government ID, work or school ID) with information that corresponds to the vaccination proof.
- Businesses must post signage advising patrons of this vaccine requirement. Such signage must be posted at all entrances to the premises as well as prominently posted in an area visible to patrons and staff within the establishment.
- Businesses may, in the interests of efficiency, allow patrons to provide the required vaccination proof prior to entry, either directly to the business itself or through an intermediary such as an event planner.
- Employees must be vaccinated or must weekly show proof of a negative COVID-19 test.
- Businesses must develop a written protocol providing details for how they will enforce this Order.

Indoor settings where food or drink are served for on-premises consumption, and health and fitness centers include but are not limited to:

- **Indoor dining establishments**, including bars, breweries, wine / spirit tasting rooms, restaurants, private clubs, country clubs, banquet halls, dining areas within any public business that is ancillary to the main business (cafes within grocery stores, other retail, etc.) coffee shops, food courts and food halls;
- **Event spaces**, including hotel ballrooms and commercial event and party venues and nightclubs.
- **Recreation and entertainment venues** in areas where food or beverages are served, including movie theaters, live performance spaces, including live theater and live music, sports arenas, skating rinks, adult entertainment venues, arcades, bowling alleys, play spaces, family entertainment centers, billiard halls, and venues for card playing; and
- **All indoor settings for recreation and exercise**, including health clubs, gyms, fitness centers, hotel fitness centers, recreation centers, yoga studios, cross-fit studios, cycling studios, dance studios, fieldhouses, boxing and kickboxing gyms, and other facilities conducting group fitness classes indoors.
 - All sports participants playing indoors should continue to follow the Illinois Department of [Public Health Sports and Safety Guidance](#).

All businesses shall comply with OSHA standards 1910.501(e) & (g) relating to employee vaccination status and testing, regardless of the number of their employees.

An individual is considered fully-vaccinated:

- Two weeks after their second dose in a 2-dose series with an approved COVID-19 vaccine, such as the Pfizer or Moderna vaccines, or
- Two weeks after a single-dose series with an approved COVID-19 vaccine, such as Johnson & Johnson's Janssen vaccine.

An approved COVID-19 Vaccine is a vaccine has been authorized or approved by either the Food and Drug Administration or the World Health Organization to prevent COVID19, whether for emergency use or otherwise.

Proof of vaccination means:

- A CDC COVID-19 Vaccination Record Card; or
- An official immunization record from the jurisdiction, state, or country where the vaccine was administered; or
- An 'app' that provides a digital record of vaccinations; or
- A digital or physical photo of such a card or record that includes the individual's name, the vaccine brand administered, and the date the vaccination was administered.

Indoors means any part of business subject to this Order with:

- A roof or overhang that is enclosed on at least three sides; or
- A temporary outdoor structure that holds multiple parties that has less than 50% of the sides open to allow airflow; or
- An outdoor dining structure meant for individual parties that does not have adequate ventilation to allow for four to six air exchanges per hour.

Exemptions – Individuals:

- Individuals entering an establishment for less than 10 minutes for ordering and carrying out food; making a delivery; or using restroom facilities.
- Individuals who have previously received a medical exemption, as long as proof of the medical exemption and a COVID-19 test administered by a medical professional within the last 24 hours prior to entering a business covered by the Order are provided to the business upon entry.
- A nonresident performing artist or nonresident person accompanying the artist who is not regularly performing in a business where the Order applies, but only while in the business for the duration of the performance.
- A nonresident professional athlete or nonresident person accompanying the athlete, who enters a covered location as part of their regular employment for purposes of the professional athletic or sports team competition.
- An individual 18 years of age or younger who enters a business subject to this Order to participate in a school activity or after-school program offered by any pre-kindergarten through 12th grade public or non-public school.
- Any person entering a business subject to this Order for the purposes of voting in a municipal, state, or federal election; or, pursuant to law, assisting or accompanying a voter or observing such elections.

Exemptions - Business / Indoor Venues: This Order does not apply to:

- Houses of worship and does not limit the free exercise of religion. To protect the health and safety of faith leaders, staff, congregants and visitors, religious organizations and houses of worship are strongly encouraged to consult and follow [CDC recommendations for Communities of Faith](#). Religious organizations are strongly encouraged to take steps to ensure social distancing, and implementation of other public health measures.
- K-12 schools, preschools, and child care centers.
- Indoor locations in a residential or office building the use of which is limited to residents, owners, or tenants of that building.
- Charitable food service establishments, such as soup kitchens.

In addition to any other penalty provided by law, violations of this Order shall be subject to the penalties as set forth in the Cook County, Illinois, Code of Ordinances Sec. 38-38.

This Order repeals and replaces Cook County Department of Public Health Order 2021-10.

Nothing in this Order shall, in any way, alter or modify the legal authority of the State or any county, or local government body.

If any provision of this Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Order are declared to be severable. This Order is meant to be read consistently with any Court order regarding this Order.

This Direction and Order by the Cook County Department of Public Health shall remain in effect for the duration of the COVID-19 public health emergency as declared by United States Secretary of Health and Human Services, or until such time the Cook County Department of Public Health makes a written determination that the threat to public safety has diminished to the point that this Order can be safely repealed.



Dated: 12/23/21

Effective: 1/3/22

Name: Rachel Rubin

Senior Medical Officer, Co-Lead

Cook County Department of Public Health



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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: December 29, 2021
RE: Term of Current Waste Collection and Disposal Contract with Allied Waste Disposal Services of North America, LLC

As a reminder, please be advised that the term of the Village’s current Waste Collection and Disposal Contract with Allied Waste Disposal Services of North America, LLC expires on March 31, 2022 per Section 61 (Contract Term) of the Contract, as set forth below:

Section 61: Contract Term: The initial term of this Contract will be from April 1, 2017 to March 31, 2022.

At the mutual option of the Village and Contractor, the Contract may be extended for one or more three (3) year periods by either party giving notice of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party’s written request for such an extension. The terms and conditions as applicable to the initial term shall apply to the extended term except for pricing and such other changes as may be mutually agreed upon by the Village and Contractor.

A new waste hauling contract with the current vendor or with a new vendor will have to be entered into in the next couple of months to ensure continuation of services. If the Village is not going to renew the contract with the current vendor, a written notice of non-renewal should be sent to the current vendor once the new contract with the new vendor has been approved.

If there are any questions, feel free to contact me.

Mike

cc: Gwaine Dianne Williams, Village Clerk
Chasity Wells-Armstrong, Village Manager
Lanya Satchell, Finance Director
John West, Director of Public Works
Michael A. Marrs, KTJ

**Community Policing and Public
Safety Committee (CPPSC)**

Memo

To: Mayor Nathaniel George Booker

Cc: Board of Trustees, Village Manager, Village Attorney, Village Clerk

From: Community Policing and Public Safety Committee
Trustee Aaron Peppers, Chair and Trustee Melvin Lightford, Co-Chair

Date: December 24, 2021

Re: CPPSC Recommendations

Maywood Police Department (Approval for The Following Purchases / Request)

1. Items: Radios (60), One Mobile Unit -3 cameras, software- License Plate Readers (LPR) Brand: Motorola, Total Cost \$281,889.79 (MPD Proposal # 010)
2. One Mobile Unit (1) -3 cameras, software- License Plate Readers (LPR) Brand: Vigilant Solutions, Total Cost \$35,931.00
3. LPR Annual Subscription System Access (51-100) data access) Brand: Vigilant Solutions, Total Cost \$9,995.00
4. Memorandum of Understanding (MOA) from the Department of Veteran Affairs Police for mutual assistance (MPD Proposal # 016)

CPPSC Updates

1. **Maywood Fire Department** Nicor Gas Safety Thermostat Initiative (Village sets the hardship criteria, starting at 1500 individuals).
2. **Traffic and Safety Committee**
 - a. Temporary Speed Bumps (Location's 5th, 9th, 11th, 17th, 19th, Prairie Path and South Maywood Drive 16th, 15th, 14th, 13th, 12th, and North Maywood Drive, 11th, 12th, 14th, 15th, 16th).
 - b. Safety Crossing at Prairie Path (Crossing Lights for Pedestrians).

- c. Flashing Stop Sign Upgrades (5th- Quincy, Lexington, 9th- Quincy, Lexington, (11th, 13th, 15th, 16th, 17th) North Maywood Drive) (South Maywood Drive 15th & 11th) (12th & 19th Madison) (19th Madison and Oak Street) (9th & Oak Street), 35 South 19th Avenue Rear

Waiting on pricing from PW Director West

Village of Maywood
Engagement and Communications Committee

Date: December 29, 2021

To: Mayor Nathaniel George Booker
Village Manager Chasity Wells-Armstrong

From: Trustee Isiah Brandon and Trustee Miguel Jones
Chair and Co-Chair, Engagement and Communications Committee

Subj: January Committee of the Whole Agenda Items

The Engagement and Communications Committee has two agenda items to be placed under the Trustee Committee Reports for the upcoming January Committee of the Whole meeting for consideration by the Board of Trustees.

Committee Recommendations:

- Discussion and reinstatement of the Maywood Youth Delegation.
- Discussion and consideration to apply for a Community Mural Grant through the National Endowment for the Arts. See attachment for grant program details.

GRANTS FOR ARTS PROJECTS: Program Description

*“The Arts . . . belong to all the people of the United States.” **

The arts are a powerful and important part of what unites us. The arts celebrate our differences while connecting us through shared experiences. For over 50 years, the National Endowment for the Arts (NEA) has been healing, uniting, and lifting up communities with compassion and creativity.

Grants for Arts Projects is our principal grants program for organizations based in the United States. Through project-based funding, the program supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning in the arts at all stages of life, and the integration of the arts into the fabric of community life.

We fund arts projects in the following disciplines: Artist Communities, Arts Education, Dance, Design, Folk & Traditional Arts, Literary Arts, Local Arts Agencies, Media Arts, Museums, Music, Musical Theater, Opera, Presenting & Multidisciplinary Arts, Theater, and Visual Arts.

Go to [Artistic Disciplines](/grants/grants-for-arts-projects/artistic-disciplines) for detailed information about project types and application deadlines.

A project may consist of one or more specific events or activities; it may be a new initiative or part of your organization's regular season or activities. Organizations that undertake a single short-term program in a year could apply for that event, or they could identify certain components (such as the presentation of a particular artist and the associated activities) as their project. Organizations may apply for any or all phases of a project, from its planning through its implementation. A project should not encompass all of an organization's activities or costs in a given year.

Applications from a variety of eligible organizations are encouraged, including those with small, medium, or large budgets; and ranging from rural to urban communities. Similarly, projects may be small, medium, or large; existing or new; and may take place in any part of the nation's 50 states, the District of Columbia, and U.S. jurisdictions.

Grants range from \$10,000 to \$100,000. All grants require a nonfederal cost share or match of at least 1 to 1. In the past few years, a majority of the agency's grants have been for amounts less than \$25,000. In addition, designated local arts agencies eligible to subgrant may request cost share/matching grants ranging from \$10,000 to \$150,000 for subgranting programs in the Local Arts Agencies discipline.

We Encourage

The NEA is committed to diversity, equity, inclusion, and accessibility, and fostering mutual respect for the diverse beliefs and values of all individuals and groups. We encourage projects that use the arts to unite and heal, as well as address any of the following:

- Elevate artists as integral and essential to a healthy and vibrant society.
- Celebrate the nation's creativity and/or cultural heritage.
- Enrich our humanity by broadening our understanding of ourselves as individuals and as a society.
- Originate from or are in collaboration with the following constituencies encouraged by White House Executive Orders:
 - Historically Black Colleges and Universities, [<https://sites.ed.gov/whhbcu/>](https://sites.ed.gov/whhbcu/)
 - Tribal Colleges and Universities, [<https://sites.ed.gov/whiaiane/tribes-tcus/tribal-colleges-and-universities/>](https://sites.ed.gov/whiaiane/tribes-tcus/tribal-colleges-and-universities/)
 - American Indian and Alaska Native tribes,
 - African American Serving Institutions, [<https://www2.ed.gov/programs/pbihea/eligibility.html>](https://www2.ed.gov/programs/pbihea/eligibility.html)
 - Hispanic Serving Institutions, [<https://sites.ed.gov/hispanic-initiative/hispanic-serving-institutions-hsis/>](https://sites.ed.gov/hispanic-initiative/hispanic-serving-institutions-hsis/)
 - Asian American and Pacific Islander communities, and
 - Organizations that support the independence and lifelong inclusion of people with disabilities.

In recognition of the United States of America's 250th anniversary in 2026, we also welcome arts projects that educate and engage communities in dialogue about the past, present, and future of our nation.

*1965 Enabling Legislation for the National Endowment for the Arts in the National Foundation on the Arts and the Humanities Act of 1965

Nondiscrimination Policies

Projects may focus on reaching a particular constituency; however, they may not be exclusionary under national civil rights laws and policies </sites/default/files/gtc-org-fy21-ver-11.20-rev-10.14.21.pdf#page=22> prohibiting discrimination. This extends to hiring practices and audience engagement.

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400 7th Street, SW, Washington, DC 20506

202.682.5400

GRANTS FOR ARTS PROJECTS: Award Information

Grant Amounts, Cost Share, and Matching Funds

Grants range from \$10,000 to \$100,000.

Designated local arts agencies eligible to subgrant may request from \$10,000 to \$150,000 for subgranting in the Local Arts Agencies discipline. Additional eligibility, documentation, and reporting requirements for subgranting applications are detailed in the Local Arts Agencies section </grants/grants-for-arts-projects/local-arts-agencies> of the guidelines.

Our grants cannot exceed 50% of the total cost of the project. All grants require a nonfederal cost share/match of at least 1 to 1. For example, if an organization receives a \$10,000 grant, the total eligible project costs must be at least \$20,000 and the organization must provide at least \$10,000 toward the project from nonfederal sources.

In developing an application, we urge all applicants to consider the level of recent awards and to request a realistic grant amount.

Applicants should review the lists of grants [</grants/recent-grants>](#) on our website to see recent grant award levels and project types. In the past few years, a majority of the agency's grants have been for amounts less than \$25,000.

Applicants whose grants are recommended for less than the amount that is requested will have the opportunity to revise the project budget to reflect any necessary changes to the project, based on the recommended funding amount.

We reserve the right to limit support of a project to a particular portion(s) or cost(s).

Period of Performance

Our support of a project (i.e., “Earliest Start Date for Proposed Project”) can begin no sooner than:

- January 1, 2023 (for applicants at the February 10 deadline), or
- June 1, 2023 (for applicants at the July 7 deadline).

Grants awarded under these guidelines generally may cover a period of performance of up to two years. The two-year period is intended to allow an applicant time to plan, execute, and close out its project, not to repeat a one-year project for a second year.

Any planning costs that are included as part of the project must be incurred during the established period of performance. No pre-award costs are allowable in the Project Budget. Project costs that are incurred before the "Earliest Start Date for Proposed Project" will be removed from the Project Budget.

A grantee may not receive more than one NEA grant for the same activities during the same period of performance.

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GRANTS FOR ARTS PROJECTS: Application Calendar

There are two Grants for Arts Projects application deadlines. Some disciplines (e.g., Literary Arts) only accept certain project types at each deadline; see the guidelines for your project's discipline [</node/159241>](#) for more information.

First Grants for Arts Projects Deadline:

Part 1 - Submit to Grants.gov	February 10, 2022 at 11:59 p.m., Eastern Time
<i>Prepare application material so that it's ready to upload when the Applicant Portal opens</i>	
Part 2 - Submit to Applicant Portal	February 15-22, 2022 at 11:59 p.m., Eastern Time

Earliest Announcement of Grant Award or Rejection	November 2022
Earliest Start Date for Proposed Project	January 1, 2023

Second Grants for Arts Projects Deadline:

Part 1 - Submit to Grants.gov	July 7, 2022 at 11:59 p.m., Eastern Time
<i>Prepare application material so that it's ready to upload when the Applicant Portal opens</i>	
Part 2 - Submit to Applicant Portal	July 12-19, 2022 at 11:59 p.m., Eastern Time
Earliest Announcement of Grant Award or Rejection	April 2023
Earliest Start Date for Proposed Project	June 1, 2023

All Artist Communities and Design applicants must apply at the February 10, 2022, deadline.

An organization may submit only one application under these FY 2023 Grants for Arts Projects guidelines (i.e., one application per calendar year). See "Application Limits <<https://www.arts.gov/grants/grants-for-arts-projects/eligibility#limits>>" for the few exceptions to this rule.

Before applying, your organization must create and maintain up-to-date registrations with both the System for Award Management (SAM) at SAM.gov <<https://sam.gov/content/home>> and Grants.gov <<https://www.grants.gov/>>. Registering and maintaining accounts with SAM and Grants.gov is always FREE. See How to Apply </grants/grants-for-arts-projects/how-to-apply> for more information.

Registration in SAM.gov and Grants.gov can take several weeks. Give yourself plenty of time to get registered. Similarly, submit your application to Grants.gov well in advance of the deadline in case you encounter any difficulties.

Late, ineligible, and incomplete applications will not be reviewed.


Exceptions to the deadline will be considered only for registration or renewal issues or technical malfunctions that are the result of failures on the part of DUNS, SAM, Grants.gov, or NEA systems, as determined by the NEA. To be considered for this exception, you must provide documentation of a DUNS, SAM, Grants.gov, or NEA systems failure that prevented your submission by the deadline.

In the event of a major emergency (e.g., a hurricane or Grants.gov technological failure), the NEA Chairman may adjust application deadlines for affected applicants. If a deadline is extended for any reason, an announcement will be posted on our website.

Do not seek information on the status of your application before the announcement date that is listed above.

Questions? Call or email: "Agency Contacts [/grants/grants-for-arts-projects/contacts](https://www.arts.gov/grants/grants-for-arts-projects/contacts)."

Access for individuals with disabilities:

 Contact the Office of Accessibility at 202-682-5532 / accessibility@arts.gov or the Office of Civil Rights at civilrights@arts.gov to request an accommodation or an alternate format of the guidelines.

CFDA No. 45.024

OMB No. 3135-0112 Expires 10/31/2022

December 2021

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KTJ

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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael A. Marrs
DATE: December 1, 2021
RE: Code Amendment Ordinance Updating Community Development Departmental Structure

At the request of Village Manager Chasity Wells-Armstrong, I have enclosed the following document for review and consideration at the December 7, 2021 Committee of the Whole Meeting and action at the December 14, 2021 Special Village Board Meeting:

AN ORDINANCE AMENDING SECTION 31.05 (COMMUNITY DEVELOPMENT DEPARTMENT) AND RELATED SECTIONS OF THE MAYWOOD VILLAGE CODE RELATIVE TO THE COMMUNITY DEVELOPMENT DEPARTMENT AND BUILDING AND CODE ENFORCEMENT DEPARTMENT

A recent Ordinance separated out code enforcement and building inspection functions into a new Building and Code Enforcement Department, to be headed by a departmental head known as the Building Director, while zoning and economic development functions remained within the Community Development Department, which has continued to be headed by a departmental head known as the Director of Community Development.

The primary purpose of this new Ordinance is to formalize the creation of two separate divisions within the Community Development Department: A Community Development Division, which focuses on the economic development and land development issues within the community, and a Planning and Zoning Division, which focuses on planning and zoning activities within the community. The head of the Community Development Division shall be the Director of Community Development, and the head of the Planning and Zoning Division shall be the Village Planner. Both the Community Development Director and the Village Planner report directly to the Village Manager.

The Ordinance also makes corrective changes to provisions elsewhere in the Village Code to conform them to the new Community Development division structure, as well as some additional clean up and conforming changes relative to the separation of the Building and Code Enforcement Department facilitated in the Ordinance approved earlier this year.

If there are any questions, please feel free to contact me.



Enclosure

cc: Gwayne Dianne Williams, Village Clerk (w/ encl.)
Chasity Wells-Armstrong, Village Manager (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Roseann M. Bautista, Director of Human Resources (w/ encl.)
Angela Smith, Director of Community Development (w/ encl.)
Nalini Johnson, Village Planner (w/ encl.)
Michael T. Jurusik, Village Attorney (w/ encl.)

**AN ORDINANCE AMENDING SECTION 31.05 (COMMUNITY DEVELOPMENT DEPARTMENT)
AND RELATED SECTIONS OF THE MAYWOOD VILLAGE CODE
RELATIVE TO THE COMMUNITY DEVELOPMENT DEPARTMENT
AND BUILDING AND CODE ENFORCEMENT DEPARTMENT**

WHEREAS, the Village of Maywood (“Maywood”) is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village Manager, in consultation with the Village President and Board of Trustees, desires to make certain organizational changes to the departmental structure of the Village, as set forth below in this Ordinance, to better serve the Village residents, property owners, business owners and the public; and

WHEREAS, the Village President and Board of Trustees of the Village find it to be in the best interests of the Village to effectuate the recommended organizational changes to the departmental structure of the Village, as set forth below in this Ordinance, to better serve the Village residents, property owners, business owners and the general public.

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

SECTION 1: The findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

SECTION 2: Section 31.05 (Community Development Department) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

§ 31.05 COMMUNITY DEVELOPMENT DEPARTMENT.

(A) *Creation and purpose.* There is created a Community Development Department, an executive department of the Village. The Community Development Department shall be under the jurisdiction and control of the Village Manager. The Community Development Department shall provide for the administration and coordination of all economic and land development, planning and zoning issues and related activities within the Village.

(B) *Composition.* The Community Development Department shall consist of a Community Development Division and a Planning and Zoning Division, and shall be composed of such officials, deputies, assistants and employees, including supervisors, inspectors, clerks, project assistants and other employees as may be necessary to carry out the functions of the Department and as may be financed by the President and Board of Trustees in the annual budget of the Village.

(C) *Director of Community Development.* The head and direct supervisor of the Community Development ~~Department~~Division shall be known as the Director of Community Development. The

Director of Community Development shall be appointed by the Village Manager and shall be an official of the Village. The Director of Community Development shall report directly to the Village Manager. The duties and responsibilities of the Director of Community Development shall include oversight of the economic and land development, ~~planning and zoning activities of the Village,~~ as set forth in more detail below. All of the powers, duties, and responsibilities of the Director of Community Development as set forth below may be performed by the Director of Community Development, in his or her discretion, or may be performed at his or her direction. A bond shall be posted and paid for by the Village on behalf of the Director of Community Development in an amount to be determined by the Village Manager at the time of his or her appointment.

(D) *Powers, duties and responsibilities – Director of Community Development.* The powers, duties and responsibilities of the Director of Community Development, and his or her subordinates, shall be under the supervision and at the direction of the Village Manager, and shall include, but are not limited to:

~~1. Oversight of all planning and zoning matters, including, but not limited to:~~

~~a. General oversight of all planning activities within the Village, including the development and periodic updating of a comprehensive plan for the Village.~~

~~b. Enforcing the zoning regulations adopted by the Village.~~

~~c. Providing public information on the provisions of the Village zoning regulations.~~

~~d. Processing and forwarding to the Plan Commission/Zoning Board of Appeals all applications for appeals, variations, special uses, map or text amendments, or other matters on which the Plan Commission/Zoning Board of Appeals is required to review pursuant to law, this Code, or the Village's zoning regulations.~~

~~e. Reviewing and preparing recommendations on all matters going before the Plan Commission/Zoning Board of Appeals and otherwise assisting the Plan Commission/Zoning Board of Appeals in the administration of its duties and responsibilities.~~

~~f. Maintaining possession of appropriate records and files pertaining to the zoning regulations of the Village, including, but not limited to, zoning maps, amendments, special uses, variations, and appeals.~~

~~g. Acting as Zoning Administrator and carrying out the powers and duties of the Zoning Administrator as set forth in the Village's zoning regulations.~~

(12) Oversight of all economic development activities within the Village, including but not limited to:

(a) Monitoring all new residential, commercial and industrial development within the Village.

(b) Planning, managing and developing programs related to residential, commercial and industrial redevelopment within the Village.

(c) Activities related to protecting and strengthening the character of the residential, commercial and industrial areas located within the Village.

(d) Oversight of properties owned by the Village and coordinating the acquisition and/or transference of same.

(e) Striving to have properties placed back onto the tax rolls and/or to otherwise become economically productive.

~~(23)~~ Oversight of all community development functions and grant activities related to community development within the Village, including, but not limited to:

(a) Investigation of matters pertaining to community development and federal and state grant aid programs.

(b) Preparation of applications and supporting documentation regarding requests to federal and state agencies for funds for local housing and community development needs, and at the authorization of the President and Board, to file such applications as may be required.

(c) Carrying out activities related to housing and housing rehabilitation.

(d) Supervising the inspection of substandard housing, the preparation of cost estimates, and the preparation of rehabilitation job specifications.

(e) Reviewing and recommending to the President and Board of Trustees or other appropriate Village body approval of loans and grants related to community development and rehabilitation.

(f) Submitting to the appropriate funding agencies such reports as may be required quarterly, semi-annually, annually, biannually, and the like. Such reports include any reports required by the United States Department of Housing and Urban Development. A copy of all periodical reports shall also be submitted to the President and Board of Trustees.

~~(34)~~ Other miscellaneous duties, including, but not limited to:

(a) Keeping all records of transactions of the Community Development Department, including all records required by federal and state funding agencies, all financial records, records and files related to applications for rehabilitation loans and grants, and other such records as may be necessary for the efficient operation of the Department.

(b) Oversight and management of all environmental Brownfield areas within the Village.

(c) Managing the registration of landlords pursuant to § 150.100 of the Village Code.

(d) The performance of any other duties at the direction of the ~~Director of Community Development~~ Village Manager.

(E) Village Planner. The head and direct supervisor of the Planning and Zoning Division shall be known as the Village Planner. The Village Planner shall be appointed by the Village Manager and shall be an official of the Village. The Village Planner shall report directly to the Village Manager. The duties and responsibilities of the Village Planner shall include oversight of all planning and zoning activities of the Village, as set forth in more detail below. All of the powers, duties, and responsibilities of the Village Planner as set forth below may be performed by the Village Planner, in his or her discretion, or may be performed at his or her direction. A bond shall be posted and paid for by the Village on behalf of the Village Planner in an amount to be determined by the Village Manager at the time of his or her appointment.

(F) Powers, duties and responsibilities – Village Planner. The powers, duties and responsibilities of the Village Planner, and his or her subordinates, shall be under the supervision and at the direction of the Village Manager, and shall include oversight of all planning and zoning matters, including, but not limited to:

(a) General oversight of all planning activities within the Village, including the development and periodic updating of a comprehensive plan for the Village.

(b) Enforcing the zoning regulations adopted by the Village.

(c) Providing public information on the provisions of the Village zoning regulations.

(d) Processing and forwarding to the Plan Commission/Zoning Board of Appeals all applications for appeals, variations, special uses, map or text amendments, or other matters on which the Plan Commission/Zoning Board of Appeals is required to review pursuant to law, this Code, or the Village’s zoning regulations.

(e) Reviewing and preparing recommendations on all matters going before the Plan Commission/Zoning Board of Appeals and otherwise assisting the Plan Commission/Zoning Board of Appeals in the administration of its duties and responsibilities.

(f) Maintaining possession of appropriate records and files pertaining to the zoning regulations of the Village, including, but not limited to, zoning maps, amendments, special uses, variations, and appeals.

(g) Acting as Zoning Administrator and carrying out the powers and duties of the Zoning Administrator as set forth in the Village’s zoning regulations.

(h) The performance of any other duties at the direction of the Village Manager.

~~(GE)~~ At-will employee. Notwithstanding wording contained in other parts of the Village Code, the Director of Community Development ~~is an~~ and Village Planner are at-will employees and shall serve at the pleasure of the Village Manager.

SECTION 3: The title of Section 150.009 (Decisions of Director of Community Development Final) of the Maywood Village Code shall be amended by replacing the term “Community Development” with “Building Director.”

SECTION 4: The term “Community Development Director” shall be changed to “Building Director” where it occurs in the following Sections of the Maywood Village Code:

150.27, 150.098

SECTION 5: The term “Community Development Department” shall be changed to “Building and Code Enforcement Department” where it occurs in the following Sections of the Maywood Village Code:

94.22, 130.65, 150.034

SECTION 6: The term “Director of Community Development” shall be changed to “Building Director” where it occurs in the following Sections of the Maywood Village Code:

111.20, 116.12, 150.012, 150.034, 150.098

SECTION 7: The term “Department of Community Development” shall be changed to “Building and Code Enforcement Department” where it occurs in the following Sections of the Maywood Village Code:

150.103

SECTION 8: The term “Village Planner,” shall be added immediately following the occurrence of “Director of Community Development” in the following subsections of the Maywood Village Code:

112.03(D)(1), 112.03(D)(2)

SECTION 9: The term “Director of Community Development” shall be changed to “Village Planner” where it occurs in the following Sections of the Maywood Village Code:

120.02, 120.04, 120.05, 120.08, 120.09, 120.10, 120.11, 120.12, 120.13, 120.15, 120.18, 120.19, 120.22

SECTION 10: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

SECTION 11: Each section, paragraph, clause and provision of this Ordinance is severable, 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 12: To the extent necessary, all table of contents, indexes, headings and internal references or cross-references to sections contained in the Maywood Code of Ordinances that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village’s codifier so as to be consistent with the Code Amendments of this Ordinance.

SECTION 13: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner required by law.

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.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ___ day of _____, 2021.

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2021-_____

**AN ORDINANCE AMENDING SECTION 31.05 (COMMUNITY DEVELOPMENT DEPARTMENT)
AND RELATED SECTIONS OF THE MAYWOOD VILLAGE CODE RELATIVE TO
THE COMMUNITY DEVELOPMENT DEPARTMENT AND BUILDING AND
CODE ENFORCEMENT DEPARTMENT**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the _____ day of _____, 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 Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

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

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

Gwaine Dianne Williams, Village Clerk

[SEAL]



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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood

FROM: Michael T. Jurusik

DATE: December 29, 2021

RE: Memorandum Of Understanding Between The Village Of Maywood, On Behalf Of The Maywood Police Department, And The United States Department Of Veterans Affairs Police For Performance Of Certain Village Law Enforcement Assistance Services

Per the recommendation of Police Chief Elijah Willis, I have enclosed the following document for your review and consideration at an upcoming Village Board Meeting:

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF MAYWOOD, ON BEHALF OF THE MAYWOOD POLICE DEPARTMENT, AND THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS POLICE FOR PERFORMANCE OF CERTAIN VILLAGE LAW ENFORCEMENT ASSISTANCE SERVICES

The enclosed draft Resolution approves and authorizes execution of a Memorandum of Understanding (attached to the Resolution as Exhibit "A") between the Maywood Police Department and the United States Department of Veterans Affairs Police for performance of certain Village of Maywood ("Village") law enforcement assistance services.

Key Terms of the Memorandum of Understanding ("MOU"):

- Section 2a. The US Department of Veterans Affairs Police Service will: Maintain law and order and enforce Federal and state laws and VA regulations at the Edward Hines Jr. VA facility.
- Section 2b. The Maywood PD will: Respond to US Department of Veterans Affairs Police Service requests for assistance in various situations such as armed hostage taking situations, crimes involving armed robberies of funds, drugs or properties of the VA, physical arrests of person(s) who pose a serious threat at the VA building, and shooting investigations.
- Section 3. Establishes communication protocols between the Maywood PD and the US Department of Veterans Affairs Police.
- Section 4. The provisions of the MOU are effective upon signature and date as indicated by the MOU and will be reviewed every 3 years or as necessary. The MOU can be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

If there are any questions, please contact me.

Mike

Enclosure

cc. Gwaine Dianne Williams, Village Clerk (w/ encl.)
Elijah Willis, Chief of Police (w/ encl.)
Lanya Satchell, Finance Director (w/ encl.)
Michael A. Marrs, KTJ (w/ encl.)

RESOLUTION NO. R-2022-___

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF MAYWOOD,
ON BEHALF OF THE MAYWOOD POLICE DEPARTMENT,
AND THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS POLICE
FOR PERFORMANCE OF CERTAIN VILLAGE LAW ENFORCEMENT ASSISTANCE SERVICES**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village of Maywood ("Village") and the United States Department of Veterans Affairs Police have jointly determined that it is in the best interests of the Village and its residents for the Maywood Police Department and the United States Department of Veterans Affairs Police to agree on the performance of certain Village law enforcement assistance services; and

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") and the United States Department of Veterans Affairs Police mutually desire to enter into a Memorandum of Understanding ("MOU") relative to the performance of certain Village law enforcement assistance services. The MOU contains all of the terms, conditions and obligations that the Parties will be responsible for as part of their participation in the MOU. A copy of the MOU is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Memorandum of Understanding (**Exhibit "A"**) to have the Maywood Police Department and the United States Department of Veterans Affairs Police personnel agree to the performance of certain Village law enforcement assistance services as provided for under the MOU, and find that entering into the MOU is in the best interests of the Village, its residents, business owners and the public.

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

SECTION 1: 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 of Maywood authorize the approval of the MOU, attached hereto as **Exhibit "A"** and made a part hereof. Further, the Corporate Authorities of the Village of Maywood authorize and direct the Village President, the Police Chief and the Village Attorney, or his/her designees, to execute said MOU and to execute and deliver all other instruments and documents to the United States Department of Veterans Affairs Police that are necessary to fulfill the Village's obligations under the MOU.

SECTION 3: This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 18th day of January, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 18th day of January, 2022 by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

[SEAL]

Exhibit "A"

MEMORANDUM OF UNDERSTANDING

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS POLICE

(attached)



DEPARTMENT OF VETERANS AFFAIRS POLICE

Hines, IL, 60141
(708) 202-2013 Office - (708) 202-4814 Fax

Kimberly Coleman
Chief of Police



Kimberly Coleman
Chief of Police
Department of Veterans Affairs Police
5000 S. 5th. Avenue
Hines, Illinois 60141

Elijah Willis - Chief of Police
Maywood Police Department
125 S. 5th. Avenue
Maywood, Illinois 60153

MEMORANDUM of UNDERSTANDING

1. **Purpose:** To establish a written agreement with the Maywood Police Department, in accordance with the United States Department of Veterans Affairs Office of Security and Law Enforcement (OS&LE) regulation to provide police assistance during life threatening situations and incidents. A written agreement is not forthwith with any law enforcement agency but would provide assistance upon request and / or observation. Veterans Affairs Police, Edwards Hines Jr. VAH will utilize the indicated procedures to summon emergency police assistance.
2. **Responsibility:** The United States Department Veterans Affairs Police is granted authority under Title 38 United States Code, Section 901 & 902 to enforce federal laws, and applicable State of Illinois laws to include specific Illinois vehicle code laws under express grant. Department of Veterans Affairs Police – Hines are vested with concurrent jurisdiction to enforce Department of Veterans Affairs Regulations, local and state laws.

This authority includes the responsibility to conduct investigations of all criminal and non-criminal activities on property under the charge and control of the Department of Veterans Affairs. As part of these investigations we require access to criminal records from other law enforcement agencies. This department is authorized access to state and federal criminal record indexes, as well as NCIC, under the assigned ORI / IL-VA00200 and Mobile Data Terminals (ALERTS) in our patrol vehicles. Department of Veterans Affairs Police – Hines is committed to assuring that policies and procedures are administered accurately and will respond to any and / or all emergencies occurring on property and will make proper notifications to local, state or federal authorities.

Department of Veterans Affairs Police – Hines is a 24-hour federal law enforcement agency. Our police operations center is open (24) hours a day (7) days a week. Our emergency contact number is (708) 681-6866 or non-emergency contact number is (708) 202-2013.

a. US Department of Veterans Affairs Police Service will:

Maintain law and order and enforce Federal and state laws and VA regulations at the Edward Hines Jr. VA facility, including the hospital buildings, administrative buildings, residences and parking lots, for the protection of property owned or occupied by the VA and persons on the property.

Provide primary initial response to any and all incidents or emergency situations.

b. Maywood Police Department will:

Respond to the US Department of Veterans Affairs Police requests for assistance. Such assistance may include, but not limited to, the following situations:

Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.

Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff or themselves.

Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Maywood Police Department may provide investigative assistance to VA Police. This assistance may range from establishing, preserving and controlling the crime scene, to performing as the lead investigative agency.

3. **Interoperability Communications:** The VA Police and the Maywood Police Department recognize the need for interagency communications, interoperability and cooperation between the departments. The current public safety communications environment has reinforced the need for agencies to work together to establish communications interoperability and mutual aid plans that cross over jurisdictional boundaries.

To remedy the intra-discipline communication void, the VA Police and Maywood Police Department have worked together to develop an improved interoperability solution as outlined in this Memorandum of Understanding. This solution establishes dedicated radio talk groups with procedures that are accessible on the police radio systems used by numerous local, municipal, county and state agencies and entities statewide. This Memorandum of Understanding does not include any entities that have a dispatch agreement with the agencies.

The following talk groups will be used and agreed upon for interoperability between VA Police and Maywood Police Department in those areas of mutual jurisdiction and / or response. (VA Police – 411.3500) (Maywood Police – Receive 470.4125, Transmit 473.4125) The shared talk groups will be available for use only on portable and mobile radios, not on any agency radio dispatch consoles. The use of these talk groups will follow the guidelines of the State / Federal / Region / Urban Area Tactical Communications Plan (State TIC Plan), Both Agency's Standard Operating Procedures. Interoperability is limited to Officer to Officer communication. Supervisors and Shift Leaders / Commanders from each department will be responsible for the daily operations and routine use of talk groups of their respective department, as well as the procedures and to cooperate fully with the instructions on the use of said talk groups.

Should any problems arise from the sharing of these talk groups, the communications personnel of the respective departments should be contacted immediately, and the situation documented. If the problem is not resolved, the situation should be reported up the chain of command of both departments for resolution.

4. **Acceptance & Ratification:** The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

Our intention is to maintain the excellent working relationship that we have established. If you concur with the above statements and there is no need for further discussion, please indicate your acknowledgement of the contents of this MOU by signing below and returning an original to me, reserving a copy for your agency files.

If you have any questions and / or would like to amend any part of this agreement, please feel free to contact me at (708) 202-2379. Thank you for your interest and support.

Kimberly Coleman

Kimberly Coleman
Chief of Police
Department of Veteran Affairs Police
Edward Hines Jr. VAH

Date 12/7/2021

Valdimir Talley - Chief of Police
Maywood Police Department

Date _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, 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-2022_____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF MAYWOOD,
ON BEHALF OF THE MAYWOOD POLICE DEPARTMENT,
AND THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS POLICE
FOR PERFORMANCE OF CERTAIN VILLAGE LAW ENFORCEMENT ASSISTANCE SERVICES**

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 18th day of January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of January, 2022.

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 18th day of January, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]



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MEMORANDUM

To: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
From: Michael T. Jurusik
Date: December 29, 2021
Re: Reimbursement Agreement For The Payment Of Certain Specialty Education And Training Costs For Village Employee Carmen Rivera

Per the request of Police Chief Elijah Willis, I have enclosed the following draft documents for review, consideration and action by the Village Board at an upcoming Committee of the Whole Meeting:

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE (Carmen Rivera), with the Agreement attached as Exhibit "A"

Reimbursement Agreement

Chief Willis is planning to utilize Carmen Rivera in an expanded role as a criminal analyst. She has been undergoing criminal analyst training and will receive a pay increase once this training is completed. See Chief Willis' Memo regarding this matter.

Based on the benefits she will receive by undergoing the training, the enclosed Agreement requires Ms. Rivera to repay a certain portion of the funds on a sliding scale that the Village pays relative to the attendance at and participation in the training if Ms. Rivera leaves the Village's employment within twenty-four (24) months of completing the training. This Agreement is similar to the reimbursement agreement used by the Maywood Board of Fire and Police Commission to recoup a portion of the training, certification and equipment costs it incurs with new hires. The intent of the Agreement is to protect the Village's investment in the employees who receive specialized training and who may decide to leave the Village for other employment after getting the benefit of such Village paid-for training.

If there are any questions, please feel free to contact me.

Mike

Enclosures

- cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chastity Wells-Armstrong, Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Elijah Willis, Police Chief (w/encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Roseann M. Bautista, Director of Human Resources (w/ encls.)
- Michael A. Marrs, KTJ (w/ encls.)
- Carlos S. Arevalo, KTJ (w/ encls.)

RESOLUTION NO. R-2022 - _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF
CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE
(Carmen Rivera)**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into an agreement entitled "REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE (Carmen Rivera)" (the "Agreement"), with Carmen Rivera, a Maywood Police Department civilian employee, (the "Employee"), relative to her attendance and participation in certain criminal analyst training, (the "Training"), which is intended to provide Ms. Rivera with new or enhanced professional skills or knowledge that can be applied to her current or anticipated Village job duties and functions. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, completion of the Training by the Employee will be beneficial to the Village and such Training will also make the Employee more valuable and marketable to other employers; and

WHEREAS, the Village is willing to pay for such Training, provided the Employee agrees to enter into the attached Agreement, which requires the Employee to reimburse the Village a certain portion of the funds on a sliding scale that the Village pays relative to the Employee's attendance at and participation in the Training if the Employee leaves the Village's employment within twenty-four (24) months of completing the Training; and

WHEREAS, the President and Board of Trustees of the Village, a home rule Illinois municipal corporation, have the authority to enter into the Agreement pursuant to their home rule powers and intergovernmental cooperation powers set forth at Article VII, Sections 6 and 10 of the 1970 Illinois Constitution and the applicable provisions of the Illinois Municipal Code (65 ILCS 5), and find that entering into the Agreement is in the best interests of the Village, its residents, businesses and the public.

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

SECTION 1: 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 of Maywood authorize the approval and execution of the "REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE (Carmen Rivera)", a copy of which is attached hereto as Exhibit "A" and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute 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.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Manager, the Village Finance Director, the Village Treasurer, the Village Clerk and/or the Village Attorney, or their designees, to execute such instruments and other documents and pay all costs that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed duplicate originals or certified copies of this Resolution and the Agreement to all parties that are entitled to receive such documents.

SECTION 4: This Resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

ADOPTED this 18th day of January, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 18th day of January, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF
CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE
(Carmen Rivera)**

(attached)

**REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF
CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE
(Carmen Rivera)**

WHEREAS, the below identified person is an employee (“Employee”) of the Village of Maywood;
and

WHEREAS, the Village of Maywood (the “Village” or the “Employer”) has agreed to pay for the Employee to attend a conference, meeting, seminar, training, educational course, or similar instructional class related to the Employee’s current and/or anticipated Village job duties and functions (collectively referred to as the “Training”) as further described below in this Agreement. The Employee desires to attend the Training and receive the benefits of such Training; and

WHEREAS, in consideration of the Village’s payment for the Training, the Employee acknowledges that, through attendance at and participation in such Training, the Employee will acquire certain new or enhanced professional skills or knowledge, the use of which will be beneficial to the Village, and such Training will also make the Employee more valuable and marketable to other employers; and

WHEREAS, the Employee acknowledges that this Agreement is a recognition that the Training costs paid by the Employer are expected to be recaptured through the performance of employment services by the Employee benefitting the Employer after completion of the Training, and that the Village will suffer direct, substantial financial detriment and loss if the Employee leaves the Village to work at another employer during the one (1) year period immediately following completion of the Training; and

WHEREAS, the Employee agrees to reimburse the Village for the Training Costs in the event that his/her employment with the Village is terminated during the two (2) year period immediately following completion of the Training in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations set forth in this Agreement, including the payment of the Training costs by the Village for the Employee, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Employee agrees as follows:

1. Training Costs and Expenses. The Village agrees to pay a total of \$3,000.00 (“Training Costs”) for the Training, which consists of:

Name and Type of Training:	Criminal Intelligence & Analysis
Training Provided By:	Alpha Group Center
Training Location:	Online (8 week) course
Dates of Training:	10.12.2021 to 12.7.2021

Name and Type of Training:	Fundamentals of Crime Analysis
Training Provided By:	International Association of Crime Analysts (IACA)
Training Location:	Online (12 week) course
Dates of Training:	1.3.2022 to 3.27.2022

Name and Type of Training: Intelligence Led Policing
Training Provided By: Southern Police Institute
Training Location: University of KY -Louisville, Kentucky
Dates of Training: 06.20.2022 to 06.24.2022

In addition to the Training Costs, the Village agrees to pay all reasonable expenses related to attendance at the Training, provided that the Employee submits the appropriate expense reports and all receipts for the expenses associated with the Training, and such expenses are reimbursable pursuant to the Village's Travel and Expense Policy as set forth in the Employee Handbook, which may be amended from time to time. The Employee acknowledges and agrees that Training Costs are subject to annual budgetary constraints and that once the Training Costs are approved and this Agreement is entered into, the Employee will have to complete the Training identified in this Paragraph in the applicable budget year. The Employee may be required to enter into a new agreement or renew this Agreement if Training extends beyond a single budget year. The Village reserves the right to terminate this Agreement if the Employee does not complete the Training in the same budget year that the Training is approved. The Village and the Employee agree that the Employee may pursue additional training opportunities that may require execution of a separate reimbursement agreement(s), but the Employee may not commit to such Training prior to having such additional Training approved by the Village Manager and the funds to pay for such additional Training must be approved by the Village Board as part of the annual budget or as part of a supplemental appropriation.

2. Reimbursement for the Training Costs. Except as provided below, the Employee agrees to reimburse the Village for the Training Costs paid by the Village if the Employee's employment ceases within two (2) calendar years of completion of the Training due to any reason or cause other than the Employee's termination by the Village or discontinuance of employment due to injury, illness or death resulting in the Employee's inability to perform his/her assigned employment duties at the commencement of such injury or illness or upon death. For purposes of this Agreement, completion of the Training does not mean that the Employee must receive a certificate or degree. Rather, the Village's payment of Training Costs and the Employee's participation in the Training sessions is sufficient to trigger the Parties' obligations in this Agreement. The Employee agrees to reimburse the Village the dollar amount of the Reimbursement Obligation (as defined below in Section 3) related to the Training Costs, **as set forth below, within one hundred twenty (120) calendar days of separation of employment.**

The Employee agrees to reimburse the Village for the actual Training Costs paid by the Village or that portion of the Training Costs that the Village is required to pay, in the event that: (1) the Employee has not yet attended or completed the Training; (2) the Village has paid any portion of the Training Costs; or (3) the Employee resigns or leaves his / her employment with the Village within two (2) calendar years of completion of the Training. If the Training Costs, or any portion thereof, are refundable or allocated as a credit for use by another Village employee and the Village receives such refund or credit for use by another Village employee, the Employee's Reimbursement Obligation will be limited to the actual costs paid by the Village and not refunded or not allocated as a credit. If the Village, in its sole discretion, cannot use the credit to

permit another Village employee to attend the Training for any reason, then the Employee shall reimburse the Village for the actual dollar value of the credit.

3. Calculation of Reimbursement Obligation. The Reimbursement Obligation shall consist of the sum of all amounts expended by the Employer in connection with the Training Costs paid on behalf of the Employee. The Employee agrees that the actual reimbursement obligation will be determined by the Employer, based upon actual expenditures and/or reasonable estimates thereof in the event actual expenditures cannot be documented through the Village's reasonable effort. The Employer agrees not to include in its calculation of the actual Reimbursement Obligation any dollar amounts previously received from any State, county or federal agency as reimbursement for the Training Costs incurred on the Employee's behalf. In addition, to the extent the Employee pays for or contributes funds toward any shared costs of such Training, the Village will provide the appropriate credit to account for the Employee's payment of or contribution towards the Training Costs.
4. Credit for Continuous Employment. Credit for continuous employment services rendered by the Employee for the Employer after the completion of the Training will be given against the Reimbursement Obligation at the rate of one calendar day (1/365th) for each calendar day of continuous full-time employment subsequent to completion of the Training. Any absence from work due to illness, injury or other cause for a period of greater than two (2) weeks shall be excluded from the period of service for which credit will be given. However, all absences related to any injury or illness sustained while working for the Employer shall not be excluded.
5. Terms of Repayment. Complete payment of the Reimbursement Obligation shall be made by the Employee to the Village within **one hundred twenty (120) calendar days** of cessation of employment with the Village, in monthly installments of not less than one-fourth (1/4th) of the total Reimbursement Obligation, commencing on the first (1st) day of the month following the month during which the cessation of employment occurs, and payable on or before the first (1st) day of each month thereafter. The Employee agrees that, in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the Reimbursement Obligation then remaining unpaid shall immediately become due and payable. The Employee further agrees that, in the event the Employer incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Employee will pay such expenses in addition to the portion of the reimbursement obligation then due, as well as interest on any unpaid amount, at the rate of one percent (1%) per month. If the Village has to pursue enforcement of the terms of this Agreement, the Village shall be entitled to receive from the Employee the reasonable attorney fees, costs and expenses incurred by the Village in successfully enforcing this Agreement. These include reasonable attorney fees and costs incurred in filing and prosecuting any suit or action, including any appeal therefrom, and including reasonable attorney fees and costs in pursuing collection upon any judgment or award against the Employee in favor of the Village.
6. Entire Agreement; Venue. This Agreement contains the entire agreement between the Village and the Employee with respect to the costs of training and reimbursement obligations. This Agreement may not be changed orally, but only by written agreement signed by both parties. This Agreement shall be governed by the laws of the State of Illinois. The parties agree that any

suit or action regarding this Agreement shall be filed with the district courthouse of the Circuit Court of Cook County, Illinois located in closest proximity to the Village of Maywood, and the parties do not object to venue and jurisdiction of this district and judicial circuit for such purposes.

7. Continuation of Employment-at-Will Relationship. The Employee and the Village understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the Village's at-will employment arrangement. Both the Employee and the Village understand that the employment relationship may be terminated by either party for any or no reason at any time prior to or after the termination of this Agreement.
8. Acknowledgment of Receipt/Waiver of Right to Independent Legal Advice. The Employee understands that he/she has the right to have this document examined by an attorney of his/her choosing, and to discuss its terms with his/her attorney prior to signing it. **Sign initials on one of the lines below as acceptable:**

_____ I fully understand the nature and terms of the binding Reimbursement Obligation created by this Agreement and have chosen to waive my right to consult with an attorney.

_____ I have consulted an attorney regarding this Agreement and received his/her explanation of its terms.

EMPLOYEE: Carmen Rivera

EMPLOYER: Village of Maywood

Carmen Rivera

Chasity Wells-Armstrong
Village Manager

_____, 202__

_____, 202__

ATTEST

ATTEST

Gwaine Dianne Williams, Village Clerk

Gwaine Dianne Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2022 - _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A REIMBURSEMENT AGREEMENT FOR THE PAYMENT OF
CERTAIN SPECIALTY EDUCATION AND TRAINING COSTS FOR A VILLAGE EMPLOYEE
(Carmen Rivera)**

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 18th day of January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of January, 2022.

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 January, 2022.

Gwaine Dianne Williams, 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 Nathaniel George Booker and Board of Trustees, Village of Maywood

From: Michael T. Jurusik

Date: December 29, 2021

Re: Intergovernmental Agreement With The Illinois Department Of Healthcare And Family Services For Village Participation In The Supplemental Reimbursement Ground Emergency Medical Transportation (GEMT) Program

Per the request of Fire Chief Craig Bronaugh, I have enclosed the following draft documents for review, consideration and action at an upcoming Committee of the Whole Meeting and Special Village Board Meeting:

1. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES AND THE VILLAGE OF MAYWOOD FOR VILLAGE PARTICIPATION IN THE SUPPLEMENTAL REIMBURSEMENT GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) PROGRAM, with the Agreement attached as Exhibit "A".
2. TITLE III (ADMINISTRATION), CHAPTER 33 (FIRE DEPARTMENT), SECTION 33.14 (SERVICE BY EMERGENCY VEHICLES) OF THE MAYWOOD VILLAGE CODE RELATIVE TO AMBULANCE USER FEES.
3. Excel Spreadsheet regarding Client Rates (2021) for Ground Emergency Medical Transportation Program (GEMT) with the Illinois Department of Healthcare and Family Services for Collection of Supplemental Ambulance Rates.
4. KTJ Memo to the Village Board dated April 17, 2013 regarding Ambulance User Fees Ordinance, with Draft Code Amendment Ordinance and Surrounding Community Survey of Comparable Rates (NOTE: The related Code Amendment Ordinance was approved by the Village Board on April 30, 2013 by a 6 to 0 vote).

Intergovernmental Agreement

With the approval of the enclosed Agreement and submission of the Agreement to the Illinois Department of Healthcare and Family Services (the "Department"), the Village will be able to participate in the Supplemental Reimbursement Ground Emergency Medical Transportation (GEMT) Program ("GEMT Program"), which exists as a revenue collection mechanism for municipalities who charge supplemental fees for ambulance services. The GEMT Program is operated in conjunction with the State of Illinois and the Center for Medicaid Services ("CMS") as part of a State Plan Amendment ("SPA") that governs how the certain Medical Program funds are shared with eligible, participating municipalities.

Amendment to Maywood Village Code

Per Fire Chief Craig Bronaugh's recommendation, as part of the Village's participation in the GEMT Program, the Village Board should consider updating the "Ambulance User Fees" that are set forth in Section 33.14 (Service By Emergency Vehicles) of the Maywood Village Code. The last time the Village made adjustments to the Ambulance User Fees was in 2013.

If there are any questions, please feel free to contact me.

Mike

Enclosures

cc: Gwaine Dianne Williams, Village Clerk (w/ encls.)
Chastity Wells-Armstrong, Village Manager (w/ encls.)
Lanya Satchell, Finance Director (w/ encls.)
Craig Bronaugh, Fire Chief (w/encls.)
Roseann M. Bautista, Director of Human Resources (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

RESOLUTION NO. R-2022-_____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND THE VILLAGE OF MAYWOOD
FOR VILLAGE PARTICIPATION IN THE SUPPLEMENTAL REIMBURSEMENT
GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) PROGRAM**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") agree to approve and authorize the execution of an Intergovernmental Agreement entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES AND THE VILLAGE OF MAYWOOD" ("Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the State of Illinois and the Center for Medicaid Services ("CMS") have entered into a new State Plan Amendment ("SPA") amending how certain Medical Program funds are shared with municipalities through the Supplemental Reimbursement Ground Emergency Medical Transportation (GEMT) Program ("GEMT Program"), necessitating the approval, authorization and execution of the attached Agreement; and

WHEREAS, the Illinois Department of Healthcare and Family Services (the "Department") agrees to enter into the attached Agreement, which contains all of the terms, conditions and obligations that the Village and the Department will be responsible for as part of their participation in the GEMT Program pursuant to the attached Agreement; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to enter into the attached Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3, and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*), and finds that entering into the attached Agreement is in the best interests of the Village and that the commitment will further enhance and protect the health, welfare and safety of the Village, its residents, property owners, business owners and the public.

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

SECTION 1: 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 of Maywood approve and authorize the execution of the "INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES AND THE VILLAGE OF MAYWOOD" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood (or their designees) to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the

President and Clerk (or their designees) to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the final version of the Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to the Illinois Department of Healthcare and Family Services and to all other parties and agencies that are entitled to receive such documents under the Agreement and as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this ____ day of January, 2022 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me as Village President, and attested by the Village Clerk, on the ____ day of January, 2022.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND THE VILLAGE OF MAYWOOD**

(attached)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

2021-20-____

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and _____, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act"), hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.01 **Background.** Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 **Purpose.** In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 **Definitions**

- (a) **Agent** means Managed Care Organizations and Administrative Services Organizations.
- (b) **ALS** means Advanced Life Support billed under CPT Code A0427.
- (c) **BLS** means Basic Life Support billed under CPT Code A0429.
- (d) **Base Rate** means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2019.
- (e) **Covered Ambulance Services or Services** means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) **Interim Rate** means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) **Medical Programs** means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) **Quarterly Invoice** means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) **Rate Year** means calendar year.

ARTICLE II

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2021, provided Provider's Cost Report was received by the Department on or before October 1, 2020, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: _____

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, 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. 2022- _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND THE VILLAGE OF MAYWOOD
FOR VILLAGE PARTICIPATION IN THE SUPPLEMENTAL REIMBURSEMENT
GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) PROGRAM**

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 January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the ____ day of January, 2022.

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 January, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]

MAYWOOD VILLAGE CODE SECTION 33.14 SERVICE BY EMERGENCY VEHICLES.

(A) Fees.

(1) Fees for ambulance services and prehospital care provided by the Fire Department shall be charged the following fees:

Services	Resident Fees	Nonresident Fees
Ambulance service (basic life support services)	\$500	\$700
Ambulance service (advanced life support services)	\$800	\$1,000
Extrication	\$400	\$400
Mileage charge (if treatment rendered and transported, mileage will be calculated on portal to portal basis)	\$15 per mile	\$15 per mile

(2) Extraordinary expenses shall be in accordance with the provisions of § 91.08 (Reimbursement of Extraordinary Expenses), Chapter 91 (Fire Prevention), Title IX (General Regulations) of this Code.

(B) Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADVANCED LIFE SUPPORT SERVICES (ALS). An advanced level of prehospital and interhospital emergency care and nonemergency medical services that includes basic life support care, cardiac monitoring, cardiac defibrillation, electrocardiography, intravenous therapy, administration of medications, drugs and solutions, use of adjunctive medical devices, trauma care, or the infusion of appropriate medications.

BASIC LIFE SUPPORT SERVICES. A basic level of prehospital and interhospital emergency care and nonemergency medical services that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting of fractures.

EXTRICATION. When one or more members of the Fire Department are required to use hydraulic, gas powered, electric powered, air powered or other specialized rescue equipment to remove a person from a vehicle or other structure.

MILEAGE CHARGE. A charge per mile from the patient pick up location to the hospital facility where patient is transported.

NONRESIDENT. Any individual who does not reside or maintain his or her domicile within the corporate limits of the Village.

RESIDENT. Any individual who resides or maintains his or her domicile within the corporate limits of the Village.

(C) Persons who are provided with assistance by a Village engine company in response to car fires and automobile accidents shall be charged a \$250 per engine base fee for such service, plus \$35 per crew member per hour or any part thereof.

(D) The individual who has received ambulance or emergency fire and rescue service of an ambulance, engine, truck, or squad will be billed by the Village. The bill that is sent to persons who are being charged for ambulance service and prehospital care shall state that if the person has insurance coverage for the ambulance service and/or prehospital care for which they are being charged or is covered by Medicaid or Medicare, then that person should submit a claim for the cost of ambulance service and/or prehospital care received to the appropriate insurance company, Medicaid, or Medicare. The Village reserves the right to terminate the billing cycle.

(E) The Village Manager reserves the right to waive the fees and/or related service charges, or any portion thereof, based on economic hardship reasons.

IL CLIENT EMS RATES

Department/Organization	NON RESIDENT				RESIDENT			
	ALS	ALS2	BLS	Mileage	ALS	ALS2	BLS	Mileage
Algonquin-Lake in the Hills FD	\$ 2,292.00	\$ 2,292.00	\$ 2,292.00	\$ 28.00	\$ 2,292.00	\$ 2,292.00	\$ 2,292.00	\$ 28.00
Alsip	\$ 1,622.98	\$ 1,800.81	\$ 1,333.16	\$ 21.92	\$ 1,575.71	\$ 1,043.34	\$ 1,043.34	\$ 21.92
Alton	\$ 844.14	\$ 900.41	\$ 562.75	\$ 16.88	\$ 900.41	\$ 562.75	\$ 562.75	\$ 16.88
Arlington Heights FD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 12.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 12.00
Aroma FPD	\$ 1,900.00	\$ 2,000.00	\$ 800.00	\$ 25.00	\$ 1,900.00	\$ 1,700.00	\$ 1,700.00	\$ 25.00
Aurora City of	\$ 2,250.00	\$ 2,270.00	\$ 1,890.00	\$ 7.55	\$ 1,420.00	\$ 1,300.00	\$ 1,300.00	\$ 7.55
Barrington FD	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 15.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 13.00
Barrington Countryside	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 14.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 14.00
Bartlett FPD	\$ 2,581.00	\$ 2,581.00	\$ 2,581.00	\$ 25.00	\$ 2,381.00	\$ 2,381.00	\$ 2,381.00	\$ 25.00
Bedford Park	\$ 1,100.00	\$ 1,400.00	\$ 750.00	\$ 15.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 15.00
Beecher Fire Protection	\$ 1,800.00	\$ 2,000.00	\$ 1,800.00	\$ 17.50	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 17.50
Bensenville FPD	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 16.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 16.00
Bethany FPD	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7.69	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7.69
Big Rock VFD	\$ 1,400.72	\$ 1,490.83	\$ 1,257.09	\$ 15.43	\$ 1,335.21	\$ 1,141.56	\$ 1,141.56	\$ 14.99
Bloomingtondale FRD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 16.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 16.00
Bourbonnais FD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 30.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 30.00
Braceville FPD			\$ 1,250.00	\$ 16.00			\$ 1,000.00	\$ 16.00
Bradley FD	\$ 1,648.00	\$ 1,751.00	\$ 1,545.00	\$ 20.60	\$ 1,545.00	\$ 927.00	\$ 927.00	\$ 18.54
Braidwood FPD	\$ 1,500.00	\$ 1,800.00	\$ 1,200.00	\$ 17.50	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00	\$ 15.00
Bridgeview	\$ 1,250.00	\$ 1,600.00	\$ 850.00	\$ 15.00	\$ 1,200.00	\$ 650.00	\$ 650.00	\$ 15.00
Brookfield	\$ 3,202.00	\$ 3,202.00	\$ 3,202.00	\$ 25.00	\$ 3,202.00	\$ 3,202.00	\$ 3,202.00	\$ 25.00
Calumet Park	\$ 1,450.00	\$ -	\$ 1,350.00	\$ 17.50	\$ -	\$ 1,100.00	\$ 1,100.00	\$ 17.50
Carol Stream FD	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 16.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 16.00
Carpentersville	\$ 3,453.00	\$ 3,453.00	\$ 2,754.00	\$ 16.00	\$ 3,453.00	\$ 3,453.00	\$ 2,754.00	\$ 16.00
Cary FPD	\$ 706.00	\$ 700.00	\$ 600.00	\$ 10.00				
Channahon FPD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 17.50	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 17.50
Chatham FPD	\$ 976.57	\$ 1,070.99	\$ 892.76	\$ 14.00	\$ 670.99	\$ 492.76	\$ 492.76	\$ 14.00
Cherry Valley FPD	\$ 2,182.91	\$ 2,182.91	\$ 2,011.30	\$ 19.00	\$ 2,182.91	\$ 2,011.30	\$ 2,011.30	\$ 19.00
Clarendon Hills	\$ 1,100.00	\$ 1,300.00	\$ 900.00	\$ 25.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 10.00
Columbia	\$ 1,335.00	\$ 1,390.00	\$ 1,070.00	\$ 13.50	\$ 1,215.00	\$ 870.00	\$ 870.00	\$ 13.50

Country Club Hills	\$ 985.37	\$ 1,069.23	\$ 869.45	\$ 17.38
Crescent-Iroquois EMS & AMB	\$ 1,550.00	\$ 1,800.00	\$ 1,350.00	\$ 27.00
Crete Fire Department	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 16.00
Crete Township FPD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 20.00
Crystal Lake	\$ 1,016.75	\$ 1,132.23	\$ 887.29	\$ 10.63
Darien-Woodridge FPD	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 25.00
DeKalb	\$ 1,902.64	\$ 1,902.64	\$ 1,890.67	\$ 25.00
Des Plaines	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
Downers Grove	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 17.50
Duffy-Baier-Snedecor	\$ 1,000.00	\$ 1,300.00	\$ 800.00	\$ 17.00
Dwight	\$ 1,800.00	\$ 1,900.00	\$ 1,350.00	\$ 35.00
East Dubuque	\$ 1,000.00	\$ 1,100.00	\$ 900.00	\$ 16.00
East Dundee & Countryside FD	\$ 4,025.00	\$ 4,025.00	\$ 3,200.00	\$ 15.00
East Joliet FPD	\$ 1,800.00	\$ 1,800.00	\$ 180.00	\$ 30.00
East Peoria FD	\$ 1,934.64	\$ 2,034.64	\$ 1,684.98	\$ 13.00
Elburn Ambulance Service	\$ 1,200.00	\$ 1,300.00	\$ 1,000.00	\$ 15.00
Elgin FD	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 15.00
Elk Grove Rural	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 14.00
Elk Grove Village FD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
Evanston FD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.00
Farina	\$ 900.00	\$ 1,100.00	\$ 800.00	\$ 15.00
Flossmoor	\$ 1,300.00	\$ 1,500.00	\$ 1,100.00	\$ 10.00
Fox River Grove FD	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 14.00
Frankfort FPD	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 17.00
Franklin Grove FPD			\$ 650.00	\$ 15.00
Freeport	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 14.00
Freeport Rural	\$ 700.00	\$ 800.00	\$ 600.00	\$ 15.00
Fulton FPD	\$ 1,600.00	\$ 2,250.00	\$ 1,000.00	\$ 15.00
Glen Carbon FPD	\$ 875.00	\$ 1,000.00	\$ 625.00	\$ 10.50
Granite City	\$ 875.00	\$ 1,000.00	\$ 625.00	\$ 10.50
Grant Park	\$ 1,900.00	\$ 2,000.00	\$ 1,800.00	\$ 25.00
Gurnee	\$ 1,401.83	\$ 1,549.43	\$ 1,254.30	\$ 14.74
Hanover Park	\$ 1,100.00	\$ 1,350.00	\$ 900.00	\$ 15.00
Harlem Roscoe FPD	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 13.00

\$ 869.45	\$ 956.67	\$ 753.53	\$ 17.38
\$ 1,350.00	\$ 1,600.00	\$ 1,200.00	\$ 27.00
\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 15.00
\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 20.00
\$ 616.75	\$ 732.23	\$ 487.29	\$ 10.46
\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 25.00
\$ 1,902.64	\$ 1,902.64	\$ 1,890.67	\$ 25.00
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 17.50
\$ 1,000.00	\$ 1,300.00	\$ 800.00	\$ 17.00
\$ 1,500.00	\$ 1,700.00	\$ 1,250.00	\$ 35.00
\$ 1,000.00	\$ 1,100.00	\$ 900.00	\$ 16.00
\$ 4,025.00	\$ 4,025.00	\$ 3,200.00	\$ 15.00
\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 30.00
\$ 1,934.64	\$ 2,034.64	\$ 1,684.98	\$ 13.00
\$ 900.00	\$ 1,000.00	\$ 800.00	\$ 12.00
\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 15.00
\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 12.00
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.00
\$ 800.00	\$ 1,000.00	\$ 700.00	\$ 15.00
\$ 1,300.00	\$ 1,500.00	\$ 1,100.00	\$ 10.00
\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 14.00
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 17.00
		\$ 550.00	\$ 15.00
\$ 850.00	\$ 850.00	\$ 850.00	\$ 14.00
\$ 700.00	\$ 800.00	\$ 600.00	\$ 15.00
\$ 1,600.00	\$ 2,250.00	\$ 1,000.00	\$ 15.00
\$ 587.00	\$ 850.00	\$ 495.00	\$ 10.50
\$ 587.00	\$ 850.00	\$ 495.00	\$ 10.50
\$ 1,800.00	\$ 1,900.00	\$ 1,700.00	\$ 25.00
\$ 1,401.83	\$ 1,549.43	\$ 1,254.30	\$ 14.74
\$ 1,100.00	\$ 1,350.00	\$ 900.00	\$ 15.00

Harre Hamilton County Amb.	\$ 800.00	\$ 800.00	\$ 500.00	\$ 8.25
Harvard FPD	\$ 1,957.00	\$ 1,957.00	\$ 1,957.00	\$ 25.75
Hazel Crest	\$ 1,607.33	\$ 1,607.33	\$ 1,489.07	\$ 16.00
Hebron-Alden-Greenwood FD	\$ 1,400.00	\$ 1,600.00	\$ 1,200.00	\$ 13.00
Hinckley FPD	\$ 1,780.00	\$ 2,050.00	\$ 1,530.00	\$ 20.00
Hinsdale	\$ 1,000.00	\$ 1,300.00	\$ 900.00	\$ 25.00
Hoffman Estates FD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.92
Homer Township FPD	\$ 2,625.00	\$ 2,625.00	\$ 2,625.00	\$ 35.42
Hometown FPD	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 15.00
Huntley FPD	\$ 1,957.00	\$ 1,957.00	\$ 1,957.00	\$ 25.75
IMPACT Medical Transport	\$ 1,000.00	\$ 1,800.00	\$ 800.00	\$ 17.50
Joliet	\$ 1,900.00	\$ 2,000.00	\$ 1,800.00	\$ 18.00
Kankakee	\$ 2,235.54	\$ 2,235.54	\$ 1,511.81	\$ 15.30
Kimmundy-Alma FPD	\$ 900.00	\$ 900.00	\$ 900.00	\$ 15.00
LaGrange FD	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 15.00
LaGrange Park FD	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 15.00
Lake Egypt	\$ 900.00	\$ 1,100.00	\$ 700.00	\$ 15.00
Lake Forest	\$ 1,400.00	\$ 1,500.00	\$ 1,300.00	\$ 11.00
Lake Villa FPD	\$ 1,856.99	\$ 2,006.99	\$ 1,680.17	\$ 10.00
Lake Zurich Rescue - Village	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 12.00
Lake Zurich Rescue - District	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 12.00
Lansing Police & FD	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 15.00
Lemont FPD	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 16.00
Libertyville	\$ 1,200.00	\$ 1,300.00	\$ 1,100.00	\$ 11.00
Limestone	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 20.00
Lincolnshire-Riverwoods FD	\$ 1,938.00	\$ 1,938.00	\$ 1,938.00	\$ 20.00
Lisle-Woodridge	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 15.00
Litchfield, City Of	\$ 800.00	\$ 1,200.00	\$ 750.00	\$ 12.00
Little Rock-Fox	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 20.00
Lockport Township FPD	\$ 2,000.00	\$ 2,200.00	\$ 1,800.00	\$ 19.50
Lomax Ambulance Service	\$ 1,025.00	\$ 1,325.00	\$ 825.00	\$ 15.00
Lombard	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 16.00
Lovington Community Ambulance	\$ 600.00	\$ 600.00	\$ 500.00	\$ 12.00
Lyons	\$ 1,475.00	\$ 1,795.00	\$ 1,295.00	\$ 15.00

	\$ 800.00	\$ 800.00	\$ 500.00	\$ 8.25
	\$ 1,957.00	\$ 1,957.00	\$ 1,957.00	\$ -
	\$ 1,401.23	\$ 1,496.38	\$ 1,349.26	\$ 16.00
	\$ 1,400.00	\$ 1,600.00	\$ 1,200.00	\$ 13.00
	\$ 1,350.00	\$ 1,600.00	\$ 1,180.00	\$ 20.00
	\$ 850.00	\$ 1,000.00	\$ 650.00	\$ 10.00
	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 8.32
	\$ 2,625.00	\$ 2,625.00	\$ 2,625.00	\$ 35.42
	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 15.00
	\$ 1,957.00	\$ 1,957.00	\$ 1,957.00	\$ 25.75
	\$ 1,000.00	\$ 1,800.00	\$ 800.00	\$ 17.50
	\$ 1,900.00	\$ 2,000.00	\$ 1,800.00	\$ 18.00
	\$ 2,235.54	\$ 2,235.54	\$ 1,511.81	\$ 15.30
	\$ 750.00	\$ 750.00	\$ 750.00	\$ 15.00
	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 15.00
	\$ 800.00	\$ 800.00	\$ 500.00	\$ 15.00
	\$ 900.00	\$ 1,100.00	\$ 700.00	\$ 15.00
	\$ 1,000.00	\$ 1,100.00	\$ 900.00	\$ 11.00
	\$ 1,856.99	\$ 2,006.99	\$ 1,680.17	\$ 10.00
	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 12.00
	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 12.00
	\$ 1,100.00	\$ 1,100.00	\$ 900.00	\$ 15.00
	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 16.00
	\$ 850.00	\$ 950.00	\$ 750.00	\$ 11.00
	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 15.00
	\$ 1,050.00	\$ 1,150.00	\$ 950.00	\$ 10.00
	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 15.00
	\$ 650.00	\$ 1,000.00	\$ 600.00	\$ 12.00
	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 20.00
	\$ 2,000.00	\$ 2,200.00	\$ 1,800.00	\$ 19.50
	\$ 1,025.00	\$ 1,325.00	\$ 825.00	\$ 15.00
	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 15.00
	\$ 600.00	\$ 600.00	\$ 500.00	\$ 12.00
	\$ 700.00	\$ 800.00	\$ 600.00	\$ 15.00

Malta FPD	\$ 1,200.00	\$ 1,400.00	\$ 1,000.00	\$ 12.00
Manteno Community FPD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 30.00
Martinton Fire Protection			\$ 1,000.00	\$ 25.00
Maryville	\$ 1,050.00	\$ 1,200.00	\$ 850.00	\$ 14.00
Mascoutah	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 13.00
Matteson FD	\$ 2,307.00	\$ 2,307.00	\$ 2,307.00	\$ 10.00
Maywood FD			\$ 700.00	\$ 15.00
Mazon Verona Kinsman			\$ 1,500.00	\$ 15.00
McHenry Township FD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
Merrionette Park	\$ 2,000.00		\$ 1,500.00	\$ 20.00
Minooka FPD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 17.50
Mokena FPD	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00	\$ 31.50
Monroe FPD	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 17.50
Monroe County	\$ 1,510.00	\$ 1,770.00	\$ 1,250.00	\$ 15.50
Montgomery FPD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
Morris Fire Protection	\$ 1,800.00	\$ 2,000.00	\$ 1,600.00	\$ 15.00
Morton, Village of	\$ 700.00	\$ 800.00	\$ 600.00	\$ 10.00
Mount Prospect-Village Of	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
Mundelein FD	\$ 2,674.00	\$ 2,674.00	\$ 2,674.00	\$ 15.00
Naperville	\$ 2,434.38	\$ 2,434.38	\$ 2,434.38	\$ 15.00
Nauvoo Fire Prot Dist.	\$ 1,025.00	\$ 1,325.00	\$ 825.00	\$ 15.00
Neal EMS, LLC	\$ 900.00	\$ 1,200.00	\$ 750.00	\$ 20.00
New Athens	\$ 1,150.00	\$ 1,150.00	\$ 925.00	\$ 11.00
New Baden	\$ 1,155.00	\$ 1,205.00	\$ 1,050.00	\$ 19.00
New Lenox Fire & AD	\$ 1,800.00	\$ 2,000.00	\$ 1,600.00	\$ 17.50
Nokomis Witt	\$ 900.00		\$ 800.00	\$ 11.00
North Aurora FPD	\$ 1,200.00	\$ 1,350.00	\$ 1,000.00	\$ 12.00
North Palos	\$ 2,315.00	\$ 2,315.00	\$ 2,315.00	\$ 16.80
Northern Edgar County	\$ 900.00	\$ 1,200.00	\$ 750.00	\$ 20.00
Northwest Homer FPD	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 30.00
Northwestern Area Ambulance	\$ 650.00	\$ 650.00	\$ 450.00	\$ 10.00
Nunda Rural FD	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 15.00
Oak Brook Village Of	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 19.00
Oak Forest	\$ 1,115.00	\$ 1,327.00	\$ 955.00	\$ 20.00

	\$ 1,000.00	\$ 1,100.00	\$ 800.00	\$ 12.00
	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 30.00
			\$ 1,000.00	\$ 25.00
	\$ 850.00	\$ 1,000.00	\$ 700.00	\$ 14.00
	\$ 800.00	\$ 800.00	\$ 700.00	\$ 13.00
	\$ 2,307.00	\$ 2,307.00	\$ 2,307.00	\$ 10.00
			\$ 500.00	\$ 15.00
			\$ 1,500.00	\$ 15.00
	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 15.00
	\$ 1,500.00		\$ 1,000.00	\$ 20.00
	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 17.50
	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00	\$ 31.50
	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 17.50
	\$ 1,300.00	\$ 1,560.00	\$ 1,050.00	\$ 15.50
	\$ 900.00	\$ 900.00	\$ 900.00	\$ 15.00
	\$ 1,700.00	\$ 1,900.00	\$ 1,500.00	\$ 15.00
	\$ 650.00	\$ 750.00	\$ 550.00	\$ 10.00
	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
	\$ 2,674.00	\$ 2,674.00	\$ 2,674.00	\$ 15.00
	\$ 2,434.38	\$ 2,434.38	\$ 2,434.38	\$ 15.00
	\$ 1,025.00	\$ 1,325.00	\$ 825.00	\$ 15.00
	\$ 900.00	\$ 1,200.00	\$ 750.00	\$ 20.00
	\$ 1,125.00	\$ 1,125.00	\$ 900.00	\$ 16.00
	\$ 955.00	\$ 905.00	\$ 750.00	\$ 19.00
	\$ 1,800.00	\$ 2,000.00	\$ 1,600.00	\$ 17.50
	\$ 750.00		\$ 700.00	\$ 11.00
	\$ 1,050.00	\$ 1,150.00	\$ 850.00	\$ 12.00
	\$ 2,315.00	\$ 2,315.00	\$ 2,315.00	\$ 16.80
	\$ 900.00	\$ 1,200.00	\$ 750.00	\$ 20.00
	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 30.00
	\$ 550.00	\$ 550.00	\$ 350.00	\$ 10.00
	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 15.00
	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19.00
	\$ 955.00	\$ 1,167.00	\$ 850.00	\$ 20.00

Oak Lawn FD	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 20.00
Oak Park	\$ 1,966.91	\$ 1,966.91	\$ 1,966.91	\$ 1,966.91	\$ 16.39
Oregon FPD	\$ 950.00	\$ 1,200.00	\$ 850.00	\$ 850.00	\$ 15.00
Oswego FPD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 16.00
Palatine FD (Village)	\$ 1,032.00	\$ 1,032.00	\$ 1,032.00	\$ 1,032.00	\$ 8.00
Palatine Rural FD	\$ 1,500.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 16.00
Palos Fire Protection District	\$ 2,060.00	\$ 2,060.00	\$ 2,060.00	\$ 2,060.00	\$ 18.54
Palos Heights Fire Protection	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 15.00
Park Forest FD	\$ 800.00	\$ 900.00	\$ 700.00	\$ 700.00	\$ 12.50
Plainfield FD	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 17.50
Pontiac	\$ 1,620.00	\$ 1,780.00	\$ 1,390.00	\$ 1,390.00	\$ 20.00
Prospect Heights	\$ 1,840.00	\$ 1,840.00	\$ 1,840.00	\$ 1,840.00	\$ 10.00
Richmond Township	\$ 1,400.00	\$ 1,700.00	\$ 1,100.00	\$ 1,100.00	\$ 15.00
Richton Park	\$ 1,365.91	\$ 1,365.91	\$ 1,365.91	\$ 1,365.91	\$ 16.39
Roberts Park FPD	\$ 1,650.00	\$ 2,100.00	\$ 1,275.00	\$ 1,275.00	\$ 16.00
Rockford	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 19.00
Rockton FPD	\$ 1,202.10	\$ 1,202.10	\$ 1,191.57	\$ 1,191.57	\$ -
Rolling Meadows FD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.00
Romeoville FD	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 15.00
Sandoval FPD	\$ 455.00	\$ 500.00	\$ 350.00	\$ 350.00	\$ 7.00
Sandwich Community FPD	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 20.00
Schaumburg	\$ 1,579.00	\$ 1,744.00	\$ 1,407.00	\$ 1,407.00	\$ 15.00
Skokie	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
Somanouk FD	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 20.00
South Beloit FD	\$ 1,024.00	\$ 1,024.00	\$ 1,024.00	\$ 1,024.00	\$ 12.00
South Elgin FD	\$ 5,292.00	\$ 5,292.00	\$ 4,536.00	\$ 4,536.00	\$ 15.00
Spring Grove FPD	\$ 1,250.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 12.00
Staubton Area Ambulance Service	\$ 1,050.00	\$ 1,150.00	\$ 900.00	\$ 900.00	\$ 15.00
Steger Estates	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.00
Streamwood FD	\$ 725.00	\$ 975.00	\$ 625.00	\$ 625.00	\$ 10.50
Sugar Grove FPD	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 12.00
Sycamore FD	\$ 1,720.00	\$ 1,720.00	\$ 1,720.00	\$ 1,720.00	\$ 14.00
Thornton	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 18.00
Tri-City	\$ 1,744.00	\$ 1,853.00	\$ 1,471.00	\$ 1,471.00	\$ 18.00

\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 20.00
\$ 1,529.82	\$ 1,529.82	\$ 1,529.82	\$ 1,529.82	\$ 16.39
\$ 850.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 14.00
\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 16.00
\$ 774.00	\$ 774.00	\$ 774.00	\$ 774.00	\$ 8.00
\$ 1,200.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00	\$ 16.00
\$ 1,457.45	\$ 1,457.45	\$ 1,457.45	\$ 1,457.45	\$ 18.54
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 15.00
\$ 525.00	\$ 725.00	\$ 425.00	\$ 425.00	\$ 12.50
\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 17.50
\$ 1,500.00	\$ 1,680.00	\$ 1,310.00	\$ 1,310.00	\$ 20.00
\$ 1,840.00	\$ 1,840.00	\$ 1,840.00	\$ 1,840.00	\$ 10.00
\$ 1,200.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 15.00
\$ 1,092.73	\$ 1,092.73	\$ 1,092.73	\$ 1,092.73	\$ 16.39
\$ 1,500.00	\$ 1,900.00	\$ 1,150.00	\$ 1,150.00	\$ 16.00
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 19.00
\$ 1,202.10	\$ 1,202.10	\$ 1,191.57	\$ 1,191.57	\$ -
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.00
\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 15.00
\$ 400.00	\$ 450.00	\$ 350.00	\$ 350.00	\$ 7.00
\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00	\$ 20.00
\$ 1,205.00	\$ 1,399.00	\$ 1,122.00	\$ 1,122.00	\$ 15.00
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 15.00
\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 15.00
\$ 816.00	\$ 816.00	\$ 816.00	\$ 816.00	\$ 12.00
\$ 5,292.00	\$ 5,292.00	\$ 4,536.00	\$ 4,536.00	\$ 15.00
\$ 1,250.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 12.00
\$ 1,050.00	\$ 1,150.00	\$ 900.00	\$ 900.00	\$ 15.00
\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10.00
\$ 461.85	\$ 668.47	\$ 388.93	\$ 388.93	\$ 7.62
\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 12.00
\$ 1,720.00	\$ 1,720.00	\$ 1,720.00	\$ 1,720.00	\$ 13.00
\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 18.00
\$ 1,526.00	\$ 1,678.00	\$ 1,373.00	\$ 1,373.00	\$ 17.50

Tri-State FPD	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 19.00
The Troy FPD	\$ 1,000.00	\$ 1,200.00	\$ 625.00	\$ 15.00	\$ 15.00
Troy FPD	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 17.50	\$ 17.50
Wauconda FPD	\$ 2,579.00	\$ 2,579.00	\$ 2,579.00	\$ 1.00	\$ 1.00
Waukegan FD	\$ 1,400.00	\$ 1,600.00	\$ 1,200.00	\$ 15.00	\$ 15.00
West Peoria			\$ 500.00	\$ 10.00	\$ 10.00
Western Springs FD	\$ 1,000.00	\$ 1,100.00	\$ 1,000.00	\$ 15.00	\$ 15.00
Westmont FD	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 18.00	\$ 18.00
Wheeling	\$ 1,257.50	\$ 1,368.75	\$ 1,096.50	\$ 16.00	\$ 16.00
Wilmette FD	\$ 550.00	\$ 700.00	\$ 450.00	\$ 7.50	\$ 7.50
Wilmington FPD	\$ 1,200.00	\$ 1,400.00	\$ 1,000.00	\$ 15.00	\$ 15.00
Win-Bur-Sew Fire District	\$ 950.00	\$ 950.00	\$ 950.00	\$ 13.00	\$ 13.00
Winnetka FD (Kennilworth)	\$ 850.00	\$ 850.00	\$ 650.00	\$ 12.00	\$ 12.00
Winthrop Harbor FD	\$ 1,800.00	\$ 2,000.00	\$ 1,500.00	\$ 25.00	\$ 25.00
Zion FD	\$ 1,800.00	\$ 2,000.00	\$ 1,500.00	\$ 25.00	\$ 25.00
Averages	\$ 1,570.77	\$ 1,658.87	\$ 1,417.55	\$ 16.34	

	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 15.00
	\$ 800.00	\$ 875.00	\$ 580.00	\$ 15.00
	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 17.50
	\$ 2,579.00	\$ 2,579.00	\$ 2,579.00	\$ 1.00
	\$ 1,200.00	\$ 1,400.00	\$ 1,000.00	\$ 15.00
			\$ 500.00	\$ 10.00
	\$ 700.00	\$ 800.00	\$ 700.00	\$ 15.00
	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 18.00
	\$ 1,130.75	\$ 1,241.25	\$ 991.25	\$ 16.00
	\$ 550.00	\$ 700.00	\$ 450.00	\$ 7.50
	\$ 1,000.00	\$ 1,200.00	\$ 800.00	\$ 15.00
	\$ 850.00	\$ 850.00	\$ 850.00	\$ 13.00
	\$ 675.00	\$ 675.00	\$ 525.00	\$ 12.00
	\$ 1,800.00	\$ 2,000.00	\$ 1,500.00	\$ 25.00
	\$ 1,800.00	\$ 2,000.00	\$ 1,500.00	\$ 25.00
	\$ 1,435.59	\$ 1,524.44	\$ 1,307.55	\$ 15.94



MEMORANDUM

To: Mayor Henderson Yarbrough, Sr. and Board of Trustees, Maywood
From: Michael T. Jurusik
Date: April 17, 2013
Re: Ambulance User Fees Ordinance

Per the request of Fire Chief Craig Bronaugh, I have enclosed the following draft document for your consideration at the upcoming Legal, License and Ordinance Committee Meeting:

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 33 (FIRE DEPARTMENT), SECTION 33.14 (SERVICE BY EMERGENCY VEHICLES) OF THE MAYWOOD VILLAGE CODE RELATIVE TO AMBULANCE USER FEES

Background – 2008 Ambulance User Fee Rate Increase

In 2008, the Village Board adopted a code amendment ordinance that increased the ambulance user fees as follows:

- The Village resident rate was set at twice the current Medicare reimbursement rate.
- The non-resident rate was set at the Village resident rate plus an additional 25%.
- Mileage rates were set at twice the currently approved Medicare reimbursement rate.

The **current rates** are as follows:

Residents:

Basic Life Support Services -	\$699.16
Mileage Reimbursement -	\$13.10 per mile

Non-Residents:

Basic Life Support Services -	\$873.95
Mileage Reimbursement -	\$16.375 per mile

Because private insurance companies have different and at times higher reimbursement rates for ambulance services, the Village set the rates higher than the Medicare reimbursement rate to ensure that the Village collects all of the available reimbursement money. For residents who do not have insurance or who have an economic hardship case, the Village Manager has the authority under the ordinance to reduce or waive the service fees.

Proposed 2013 Ambulance User Fee Rate Increase

The Village takes a unique approach to ambulance fees in that it applies a formulaic approach to calculating its ambulance fees. As shown below, most municipalities apply a flat rate to ambulance

services. Additionally, many municipalities charge fees for several different types of services, such as basic life support service, advanced life support services and extrication.

As you can see below, the Village's current rates are higher than surrounding municipalities, but the Village only applies a base service rate. By including additional fees for different services, the Village's fees can be tied to the type of services provided. The mileage rate was amended to apply the same rate for residents and non-residents, as it is the trend in surrounding municipalities. Finally, applying a flat rate will make billing easier for Village staff and clarify the fees to Village residents and non-residents. Under the enclosed draft ordinance, the proposed rates are as follows:

Residents:

Basic Life Support Services -	\$500.00
Advanced Life Support	\$800.00
Extrication	\$400.00
Mileage Reimbursement -	\$15.00 per mile

Non-Residents:

Basic Life Support Services -	\$700.00
Advanced Life Support	\$1,000.00
Extrication	\$400.00
Mileage Reimbursement -	\$15.00 per mile

Billing Contract

In 2008, I reviewed the contract between the Village and Andres Medical Billing, Ltd. in regard to the collection of delinquent accounts. At that time, I advised: "The contract provides that after a 120-day period of billing and warning letters, accounts may be sent to collection or written off, in the discretion of the Fire Department. No contract amendment was necessary in order to pursue accounts beyond 120 days. All that is required should the Village wish to change its policy of collecting on delinquent accounts is written notice and direction to Andres."

Comparable Regulations From Surrounding Communities

I have attached at the end of this Memorandum certain code provisions from surrounding municipalities regarding ambulance fees plus I have attached the relevant Illinois Municipal Code provisions that provide legislative support for charging these types of fees (even though the Village as a home rule unit could charge these fees absent the state legislation) (65 ILCS 5/11-5-7 and 11-5-7.2).

If you have any questions, please contact me.

Mike

Enclosure

cc: Gary Woll, Village Clerk (w/ encl.)
William Barlow, Village Manager (w/ encl.)
Craig Bronaugh, Fire Chief (w/ encl.)
Lanya Stachell, Finance Director (w/ encl.)
Michael A. Marrs (w/ encl.)

WESTERN SPRINGS

1-9F-2 FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES:

G. Ambulance Fee:

1. Fee; Due Date: Any "resident" and "nonresident", as hereafter defined, who is provided with ambulance services or any of the below listed emergency medical services by the Western Springs department of fire and emergency medical services shall pay to the village the fees for such ambulance services and emergency medical services rendered within or outside of the corporate limits by the Western Springs department of fire and emergency medical services. These fees shall be paid within thirty (30) days of the mailing or the delivery of an invoice issued by the village or its billing agent.

2. Fees Enumerated: The fees, payable for each person served with ambulance services or emergency medical services are as follows:

FEES FOR AMBULANCE SERVICES AND EMERGENCY MEDICAL SERVICES

	<u>Resident Fees</u>		<u>Nonresident Fees</u>	
Ambulance service (basic life support services)	\$500.00		\$ 800.00	
Ambulance service (advanced life support services #1)	600.00		900.00	
Ambulance service (advanced life support services #2)	700.00		1,000.00	
Extrication	250.00		250.00	
Mileage charge (if treatment rendered and transported, mileage will be calculated on portal to portal basis)	15.00	per mile	15.00	per mile

3. Definitions: The following terms are defined, for purpose of this section:

ADVANCED LIFE SUPPORT SERVICES (ALS): An advanced level of prehospital and interhospital emergency care and nonemergency medical services that includes basic life support care, cardiac monitoring, cardiac defibrillation, electrocardiography, intravenous therapy, administration of medications, drugs and solutions, use of adjunctive medical devices, trauma care, and other authorized techniques and procedures, as outlined in the advanced life support national curriculum of the United States department of transportation and any modifications to that curriculum specified in rules adopted by the Illinois department of public health pursuant to the emergency medical services (EMS) systems act³, as amended. This level of support is referred to in this section as advanced life support services #1. Advanced life support services #2, as used in this section, means the delivery of multiple sessions or quantities of basic life support measures and invasive medical procedures including intravenous therapy, cardiac monitoring, pacing and defibrillation, administration of medication and solutions and use of ventilation devices.

BASIC LIFE SUPPORT SERVICES: A basic level of prehospital and interhospital emergency care and nonemergency medical services that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting of fractures, as outlined in the basic life support national curriculum of the United States department of transportation and any modifications to that curriculum specified in rules adopted by the Illinois department of public health pursuant to the emergency medical services (EMS) systems act⁴, as amended.

EXTRICATION: When one or more members of the fire department are required to use hydraulic, gas powered, electric powered, air powered or other specialized rescue equipment to remove a person from a vehicle or other structure.

NONRESIDENT: Any individual who does not reside or maintain his or her domicile within the corporate limits of the village.

RESIDENT: Any individual who resides or maintains his or her domicile within the corporate limits of the village.

4. **Billing:** The invoice that is sent to each person charged for ambulance services and emergency medical services shall state that if the person has insurance coverage to pay for the ambulance services and/or emergency medical services for which he or she is being charged or is covered by Medicaid or Medicare, then that person should submit a claim for the cost of ambulance services and/or the emergency medical services received to the appropriate insurance company, Medicaid, or Medicare. The village reserves the right to terminate the billing cycle. In the event any person who received ambulance services from the village receives compensation from a third party which is allocable to the ambulance service fee, such compensation shall be promptly forwarded by said person to the village. Under no circumstances shall any term or provision of this section adversely affect the rights of the village as set forth in the Illinois Health Care Services Lien Act, 770 Illinois Compiled Statutes 23/1 et seq., as amended, or any other similar statute.

5. **Right To Waive Fee:** The village manager reserves the right to waive the ambulance services fee and/or the emergency medical services fees, or any portion thereof.

BROADVIEW

5-1-11-2: AMBULANCE USER FEE:

Any person receiving emergency transportation from the village fire department ambulance providing emergency services shall be charged a fee of three hundred fifty dollars (\$350.00) payable to the village, except those persons named in section 5-1-11-3 of this chapter.

5-1-11-3: EXCEPTIONS:

The charge for emergency transportation set forth in section 5-1-11-2 of this chapter shall not be levied against any person who is: a) a resident of the village; b) a property owner of record within the village; c) a student attending any public school within the village; and d) any full- or part-time employee of the village.

5-1-11-4: RESPONSIBILITY FOR PAYMENT:

The person transported shall be responsible for payment of the charge to the village.

If such transportation is provided to a person who is a minor or who is under legal disability, then such charge shall be paid by the person's parents, custodian or legal guardian.

Any charge levied shall also be the responsibility of the transported person's estate, executor, beneficiaries, heirs or assigns.

FOREST PARK

3-5B-8: AMBULANCES:

A. License Required: No person shall own or operate any ambulance used for the purpose of transporting sick or injured persons in the village without obtaining a license therefor. A license shall not be required for any ambulance operated by the United States, state, county, municipal or other governmental agency but shall conform to all other regulatory portions of this section.

B. Application For License: Application for an ambulance license shall be made as required by this code for other licenses on the form supplied by the village. If the ambulance is to be garaged in the village, the village will cause an investigation to be made of location where the ambulance will be garaged to determine whether or not the site is sanitary.

The ambulance shall also be inspected to determine whether or not the ambulance is being maintained in a safe, sanitary and healthful manner, carries the proper equipment to transport the sick and injured, and to ascertain compliance with all national, state and local laws. No license shall be issued unless the inspections of the premises and/or ambulance are satisfactory.

C. License Fee: The license fee for such license shall be as provided in section [3-5-1](#) of this chapter.

D. Village Ambulance:

1. Service: Ambulance service by the village shall be available to a sick or injured person in emergency cases from locations in the village where such person was stricken by sickness or injured, and except for emergency situations, to be transported to the nearest hospital as selected by a physician or legal guardian but, in the absence of such selection, to the nearest hospital of the following hospitals as determined by the ambulance crew to be reasonably specialized in the illness or injury of the patient: Oak Park Hospital, West Suburban, MacNeal, Hines V.A. or Loyola, except that, whenever possible, trauma victims shall be taken to Loyola.

2. Fees: The fees to be charged for ambulance service shall be as set out in section [3-5-1](#) of this chapter.

It shall be the intent of the village to collect all monies owed for services rendered, with no distinction between residents and nonresidents, other than the fees charged.

The rate shall be adjusted on January 1 of each year considering, among other factors, the inflation factors relating to increases in the consumer price index.

3-5-1: SPECIFIC LICENSES AND FEES

A. Business Licenses And Fees: Unless otherwise provided, annual license and permit fees for businesses, occupations and trades in the village shall be as follows:

Ambulance	100 .00	
Ambulance, use of village:		
For residents and nonresidents of Forest Park:		
Basic life support	400 .00	
Advanced life support level 1	1,000 .00	
Advanced life support level 2	1,200 .00	
ALS2 - Medicare	650 .00	
Oxygen	75 .00	
Pulse ox	75 .00	
Cardiac monitor	200 .00	
Mileage	\$25.00 per mile with a 3 mile minimum	
Mileage - med and PA	\$ 10 .00	

OAK LAWN

Chapter 2: AMBULANCE SERVICE

7-2-1: AMBULANCE SERVICE PROVIDED:

The fire department shall provide ambulance and rescue service in cases of emergency requiring the prehospital care and transportation of persons who are sick, injured, wounded, or otherwise incapacitated or helpless at the time of the dispatch of a fire department vehicle.

Except when personnel or equipment is needed for continued lifesaving support, the fire chief shall assure that neither personnel nor equipment is unduly delayed in:

- A. Its dispatch to or departure from the scene;

B. Transportation to and/or from the hospital; or

C. Within a hospital.

7-2-2: SERVICE AREA:

The response area shall be limited to the territory within the corporate limits of the village. Service outside corporate limits shall be limited to:

A. Circumstances governed by contract or mutual aid agreement; and

B. Extreme lifesaving necessity.

7-2-3: HOSPITALS DESIGNATED FOR DELIVERY:

The fire department shall transport persons only to one of the following hospitals:

A. Christ Community Hospital, Oak Lawn, Illinois;

B. Little Company of Mary Hospital, Evergreen Park, Illinois;

C. Palos Community Hospital, Palos Heights, Illinois.

Provided, however, that in exceptional circumstances, the fire chief may authorize the transportation of persons to other hospitals that have specialist physicians or special equipment and facilities not available at the above mentioned hospitals.

7-2-4: FEES:

Fees for ambulance services and prehospital care provided by the village fire department shall be charged to the individual receiving said services, or said individual's estate, in accordance with the following schedule:

<u>Services</u>	<u>Resident</u>	<u>Nonresident</u>
Advanced life support (ALS)	\$ 700 .00	\$ 950 .00
Advanced life support II (ALSII)	800 .00	1,150 .00
Basic life support (BLS)	600 .00	650 .00
Extrication	500 .00	500 .00
Mileage (as measured from the location of the ambulance call to the hospital, per mile or portion thereof)	15 .00	15 .00

Special service (assist back to bed, assist to the vehicle or into the home after the third incident)	100 .00	100 .00
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Any individual receiving ambulance service hereunder who has insurance coverage for such service shall be requested to submit a claim therefor to his/her insurance company(ies) to reimburse the village for such charges. In the event that an insurance company refuses to pay said charges or only pays a portion of said charges, the individual receiving the ambulance service or said individual's estate shall be responsible for payment of the unpaid charges.

7-2-5: DUI EMERGENCY RESPONSE FEES:

See section [10-1-9](#) of this code.

OAK PARK

4-1-6: VILLAGE AMBULANCE SERVICES; FEES:

A. Fees: The ambulance services of the Oak Park Fire Department shall convey or cause to be conveyed a sick or injured person, in emergency cases, only from the place within the Village where such individual was overcome by sickness or from the scene of an accident within the Village in which he or she was injured to the nearest hospital in the Village, selected by the patient or legal guardian, or the nearest hospital which specializes in treating certain illnesses, or injuries or patients as and when necessary. The above limitations shall not apply to Fire Department ambulances when assisting other municipalities in emergency situations.

A base fee for residents and nonresidents for basic life support ambulance services and advanced life support ambulance services shall be charged to all recipients of ambulance services provided by the Oak Park Fire Department, and all recipients of ambulance services hereunder who have insurance for such services shall promptly submit a claim therefor to their insurance company to reimburse the Village for such fee.

Ambulance charges for medicare and medicaid recipients shall be processed in accordance with current federal regulations. In the event that charges for ambulance services exceed the medicare/medicaid reimbursement and create a gap in the recoverable charges, the outstanding charges shall be handled and documented as "write offs" and be reflected in the quarterly and annual reports received from the Village of Oak Park's ambulance billing vendor.

In addition to the base fee as provided above for the provisions of ambulance service, additional fees shall be assessed to residents and nonresidents for specified services provided by the Oak Park Fire Department in accordance with the following fee schedule:

Charge Type	Resident Fee	Nonresident Fee
Basic life support ambulance service base fee	\$500 .00	\$ 700 .00

Advanced life support ambulance service base fee	800 .00	1,000 .00
ALS refusal	300 .00	400 .00
Citizen assist	300 .00	400 .00
Mileage	\$15.00 per mile	\$15.00 per mile
Extrication	\$400.00	\$500.00
Mortuary service	225.00	300.00

B. Definitions:

ALS REFUSAL: An advanced life support response where at least one advanced life support procedure or piece of equipment is performed or used and the patient signs a refusal for further services and/or transport to a medical facility.

ADVANCED LIFE SUPPORT SERVICE: An emergency life saving procedure that consists of the use of advanced medical equipment, cardiac monitoring, defibrillation, the maintenance of an intravenous life line, or the infusion of appropriate medications.

BASIC LIFE SUPPORT SERVICE: An emergency procedure that consists of the recognition and treatment of injuries and ailments without the use of advanced medical instruments and supplies.

CITIZEN ASSIST: A service call response for the same individual that exceeds three (3) calls for service within a three (3) consecutive month period.

EXTRICATION: A charge for the use of mechanical or hydraulic devices necessary to remove an entrapped patient.

MILEAGE CHARGE: A charge per mile from the patient pick up location to the hospital facility where patient is transported.

MORTUARY SERVICE: A charge to provide transport of an expired patient to a mortuary facility.

(65 ILCS 5/11-5-7) (from Ch. 24, par. 11-5-7) Sec. 11-5-7. The corporate authorities of each municipality may license and regulate and establish standards for the operation of ambulances. The corporate authorities of each municipality may either contract for the operation of or operate ambulances as a municipal service and may make reasonable charges therefor and, in addition, may levy a tax for such purpose not to exceed .015% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the municipality if the question of such tax has been submitted to the electors of the municipality and approved by a majority of those voting on the question. The corporate authorities of any municipality which has approved by referendum a tax

of not to exceed .015% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the municipality, may cause to be submitted to the electors of the municipality the question of increasing the said tax to not to exceed .25% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the municipality. The corporate authorities of any municipality which has not approved by referendum a tax of not to exceed .015% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the municipality, may cause to be submitted to the electors of the municipality the question of adopting a tax at a rate not to exceed .25% of the value, as equalized or assessed by the Department of Revenue, of all taxable property in the municipality. Such question shall be certified by the clerk and submitted by the proper election authority at an election in accordance with the general election law. The tax authorized in this Section shall be in addition to and in excess of the amount authorized to be levied for general purposes by Section 8-3-1 of this Code. This amendatory Act of 1971 does not apply to any municipality which is a home rule unit.

(Source: P.A. 82-783.)

(65 ILCS 5/11-5-7.2)
Sec. 11-5-7.2. Emergency medical services outside corporate limits. A municipality may choose to provide emergency medical services on property outside its corporate limits. The corporate authorities of each municipality may fix, charge, and collect emergency medical service fees not exceeding the actual cost of the service for all emergency medical services rendered by the municipality against persons, businesses, and other entities that are not residents of the municipality. An additional charge may be levied to reimburse the municipality for extraordinary expenses of materials used in rendering the services. Nothing in this Section shall impact any agreement entered into by a municipality and persons, businesses, and other entities that are not residents of the municipality. Nothing in this Section shall require a municipality to supply any emergency medical services on property located outside the corporate limits of the municipality.

(Source: P.A. 93-304, eff. 7-23-03.)



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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: December 29, 2021
RE: Dissolution of the Maywood Housing Authority (MHA) and Its Board

Per the request of Village Manager Chasity Wells-Armstrong, I have enclosed the following documents for review, discussion and recommendation at the January 4, 2022 Committee of the Whole Meeting and possible action at the January 18, 2022 Special Village Board Meeting:

1. AN ORDINANCE SUPPORTING THE MAYWOOD HOUSING AUTHORITY’S RESOLUTION NO. 2020-04 REGARDING DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY
2. AN ORDINANCE AMENDING SECTION 31.23 (MAYWOOD HOUSING AUTHORITY) OF CHAPTER 31 (DEPARTMENTS, BOARDS, AND COMMISSIONS) OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE TO RECOGNIZE THE DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY
3. Transmittal Letter to the Illinois Department of Commerce and Economic Opportunity (“DCEO”)

The following procedural steps must be taken for the MHA to dissolve:

1. The MHA must adopt a resolution to the effect that it has completed all projects undertaken by it, has no project in contemplation, and that it has no other duties to perform in its area of operation.
2. The MHA must submit a certified copy of that resolution to the Village of Maywood.
3. The Village shall adopt an ordinance in support of the MHA’s resolution and transmit a certified copy of the ordinance, along with a certified copy of the resolution of the MHA, to the Illinois Department of Commerce and Economic Opportunity (“DCEO”).
4. The DCEO will then perform an audit to determine whether the MHA has received and still has funds from the State of Illinois or is party to pending litigation or unexecuted contracts or agreements.
5. If the MHA has such State funds, the DCEO will require the MHA to transfer such funds to it and sell or liquidate its interest in real or personal property acquired by such State funds.
6. Once the MHA has divested itself of those assets, the DCEO will issue a Certificate of Dissolution and file it in the Office of the Cook County Recorder.

7. The MHA will be deemed legally dissolved once the Certificate of Dissolution is filed with the Office of the Cook County Recorder.
8. After the MHA is deemed legally dissolved, the Village of Maywood should adopt a code amendment ordinance amending Section 31.23 (Maywood Housing Authority) of the Village Code to inform the public of the dissolution.

The first enclosed draft Ordinance supports the Maywood Housing Authority's Resolution to dissolve (attached to the Ordinance as Exhibit "1").

The second enclosed draft Ordinance amends the Maywood Village Code to alert the public and recognize the dissolution of the Maywood Housing Authority.

The last enclosed document is a transmittal letter to the DCEO, which will include certified copies of the Ordinance, along with a certified copy of the Resolution of the MHA.

If there are any questions, please contact me.

Mike

Enclosures

- cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Elijah Willis, Chief of Police (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Michael A. Marrs, Village Attorney, KTJ (w/ encls.)

ORDINANCE NO. CO-2022 - _____

**AN ORDINANCE SUPPORTING
THE MAYWOOD HOUSING AUTHORITY'S RESOLUTION NO. 2020-4
REGARDING DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY**

WHEREAS, the Village of Maywood (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village are authorized, pursuant to said Home Rule Powers and the Housing Authorities Act (310 ILCS 10/3) ("Housing Authorities Act"), to create a Maywood Housing Authority (the "Authority"), vested with all powers necessary or appropriate in order to engage in low-rent housing and slum clearance projects, provide rental assistance, undertake land assembly, clearance, rehabilitation, and development and redevelopment projects as will tend to relieve the shortage of decent, safe, affordable and sanitary dwellings, acquire and dispose of improved or unimproved property, remove unsanitary or substandard conditions, construct and operate housing accommodations, regulate the maintenance of housing projects, and borrow, expend, loan, invest and repay monies for the purposes set forth above; and

WHEREAS, the President and Board of Trustees of the Village have previously created the Authority by ordinance, as evidenced by the existence of said Maywood Housing Authority, and have vested in it the above powers. The local regulations that govern the Authority are found at Chapter 31 (Departments, Boards, and Commissions), Section 31.22 (Maywood Housing Authority) of the Maywood Village Code; and

WHEREAS, on June 9, 2020, the Maywood Housing Authority Board of Commissioners passed Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority), which dissolved the Maywood Housing Authority and transferred the administration of the program to the Housing Authority of Joliet for the reasons set forth in the Resolution with an effective of June 30, 2020. The Maywood Housing Authority Board of Commissioners have filed a copy of the Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority) with the Village, a copy of which is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, as required by the Housing Authorities Act, the Village President and Board of Trustees of the Village desire to pass this Ordinance in support the Maywood Housing Authority's Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority); and

WHEREAS, pursuant to the authority granted under Section 3 of the Housing Authorities Act (310 ILCS 10/3) and in accordance with the home rule authority granted to home rule municipalities as defined by Article VII, Section 6 of the Illinois Constitution of 1970, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the Village, its residents, property owners, and the public to approve this Ordinance supporting the Maywood Housing Authority's Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority).

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: The Village President and Board of Trustees of the Village find that it is in the best interests of the Village, its residents, property owners, and the public to support the Maywood Housing Authority's Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority).

SECTION 3: Upon approval of this Ordinance, the Village Clerk, or his/her designee, shall prepare and transmit a certified copy of this Ordinance, along with a certified copy of the Maywood Housing Authority's Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority), to the Illinois Department of Commerce and Economic Opportunity ("DCEO") as required by the Housing Authorities Act.

SECTION 4: This Ordinance shall be in full force and effect from and after its approval, adoption and publication in the manner provided by law.

ADOPTED this 18th day of January, 2022, 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 18th day of January, 2022.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

This Ordinance was published by me in pamphlet form on the ___ day of January, 2022.

Gwaine Dianne Williams, Village Clerk

Exhibit "1"

RESOLUTION NO. 2020-4

A RESOLUTION OF DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY

(attached)

RESOLUTION NO. 2020-4

A RESOLUTION OF DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY

WHEREAS, in a letter dated in August, 2019 from the Chicago office of the Department of Housing and Urban Development (HUD) made a demand of the Maywood Housing Authority (MHA) for repayment of the sum of \$883,888.00. The demand was a result of a HUD office of the Inspector General investigation which found a former Executive Director had defrauded the MHA from approximately 2006 to 2010. The person subsequently pled guilty and completed prison time for the offense without any financial restitution to MHA. While the Maywood Housing Authority does not admit to owing the amount demanded by HUD, in good faith, attempted to secure a repayment agreement by submitting a request along with a \$200,000 deposit (non-federal funds) sent electronically as requested to the Department of the Treasury, February, 2019 in order to keep the Housing Choice Voucher Program (known as Section 8) in the community of Maywood. Such agreement for a repayment request was denied by HUD and instead insisted MHA voluntarily or involuntarily transfer its voucher program and all assets to another Housing Authority to be approved by HUD; and

WHEREAS, the Maywood Housing Authority (MHA) no longer owns any assets. Ownership of the last remaining property (office located at 801-805 S 5th Ave, Maywood) will be transferred to the Housing Authority of Joliet on or after June 30, 2020. The balance of MHA funds in bank accounts previously held will be transferred to HUD as requested on June 30, 2020.

NOW THEREFORE, BE IT RESOLVED that the Maywood Housing Authority is its own municipal corporation, and because no assets will remain sometime after June 30, 2020 with the Maywood Housing Authority, the obligations claimed by HUD will remain unpaid. All services previously provided by the Maywood Housing Authority for its Housing Choice Voucher program will be transferred to the Housing Authority of Joliet.

BE IT FURTHER RESOLVED that the Maywood Housing Authority, a municipal corporation created by the Village of Maywood by ordinance in 1976, is dissolved. The effective date of the dissolution of the Maywood Housing Authority shall be on or after June 30, 2020.

Resolution adopted on this 9th day of June, 2020 by a motion brought forward by Commissioner Williams. Seconded by Commissioner Bailey resulting in the following vote:

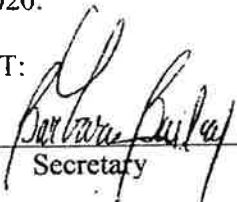
Ayes: 4
Nays: 0
Absent: 1

MAYWOOD HOUSING AUTHORITY


Chairman

As Secretary of the Maywood Housing Authority, I do hereby certify the above is a true and accurate copy of the Resolution adopted by the Maywood Housing Authority Board of Commissioners on the 9th day of June, 2020.

ATTEST:


Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. CO-2022 - _____

**AN ORDINANCE SUPPORTING
THE MAYWOOD HOUSING AUTHORITY'S RESOLUTION NO. 2020-4
REGARDING DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting held on the 18th day of January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of January, 2022.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood; this ____ day of January, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]

**AN ORDINANCE AMENDING SECTION 31.23 (MAYWOOD HOUSING AUTHORITY)
OF CHAPTER 31 (DEPARTMENTS, BOARDS, AND COMMISSIONS)
OF TITLE 3 (ADMINISTRATION) OF THE MAYWOOD VILLAGE CODE
TO RECOGNIZE THE DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY**

WHEREAS, the President and Board of Trustees of the Village are authorized, pursuant to said Home Rule Powers and the Housing Authorities Act (310 ILCS 10/3) (“Housing Authorities Act”), to create a Maywood Housing Authority (the “Authority”), vested with all powers necessary or appropriate in order to engage in low-rent housing and slum clearance projects, provide rental assistance, undertake land assembly, clearance, rehabilitation, and development and redevelopment projects as will tend to relieve the shortage of decent, safe, affordable and sanitary dwellings, acquire and dispose of improved or unimproved property, remove unsanitary or substandard conditions, construct and operate housing accommodations, regulate the maintenance of housing projects, and borrow, expend, loan, invest and repay monies for the purposes set forth above; and

WHEREAS, the President and Board of Trustees of the Village of Maywood (“Village”) have previously created the Authority by ordinance, as evidenced by the existence of said Maywood Housing Authority, and have vested in it the above powers. The local regulations that govern the Authority are found at Chapter 31 (Departments, Boards, and Commissions), Section 31.23 (Maywood Housing Authority) of the Maywood Village Code; and

WHEREAS, Section 31.23 (Maywood Housing Authority) of the Maywood Village Code (“Village Code”) establishes and governs the Maywood Housing Authority; and

WHEREAS, on June 9, 2020, the Maywood Housing Authority Board of Commissioners passed Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority) and have filed a copy of the Resolution with the Village; and

WHEREAS, as required by the Housing Authorities Act, the Village President and Board of Trustees of the Village passed Ordinance No. CO-2022-__ in support the Maywood Housing Authority’s Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority); and

WHEREAS, the Village desires to amend Section 31.23 (Maywood Housing Authority) of the Village Code to recognize the dissolution of the Maywood Housing Authority and that the administration of the program has been voluntarily transferred to the Housing Authority of Joliet, effective July 1, 2020 (the “Code Amendments”); and

WHEREAS, pursuant to the authority granted under Section 3 of the Housing Authorities Act (310 ILCS 10/3) and in accordance with the home rule authority granted to the Village as a home rule municipality under Article VII, Section 6 of the Illinois Constitution of 1970, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the Village, its residents, property owners, and the public to approve the Code Amendments as set forth below.

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

SECTION 1: The findings set forth above are incorporated by reference into this Section 1 as if fully recited herein.

SECTION 2: The current text of Section 31.23 (Maywood Housing Authority) of the Maywood Village Code is amended to read in its entirety as follows (new text is marked with underlining; deletions to existing text are marked using strikethrough):

§ 31.23 MAYWOOD HOUSING AUTHORITY.

(A) *Establishment and Dissolution.* In 1976, There is hereby established, pursuant to the authority granted to the Village pursuant to the Housing Authorities Act (310 ILCS 10/1 et seq.), the corporate authorities of the Village of Maywood adopted an ordinance that established the Maywood Housing Authority. On June 9, 2020, the Maywood Housing Authority Board of Commissioners passed Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority), which dissolved the Maywood Housing Authority and transferred the administration of the program to the Housing Authority of Joliet for the reasons set forth in the Resolution with an effective of June 30, 2020. A copy of Resolution No. 2020-4 (A Resolution of Dissolution of the Maywood Housing Authority is on file with the Village Clerk's Office.

~~(B) *Membership; appointment.* The Maywood Housing Authority shall consist of 5 Commissioners, appointed by the Village President, with the advice and consent of the Board of Trustees. The Village President shall appoint 1 Trustee to serve as the Village Board liaison to the Authority and who shall attend meetings of the Authority and report to the Board of Trustees on matters being considered by the Authority.~~

~~(C) *Terms.* The term of office of an appointed Commissioner of the Maywood Housing Authority shall be 5 years or until his or her successor shall have been appointed and qualified. Each appointment shall be effective upon the filing of a certificate of appointment in the office of the Cook County Recorder of Deeds. Should an appointed position become vacant for any reason, the Village President, with the advice and consent of the Board of Trustees, shall appoint a replacement Commissioner to fill out the term of the vacating Commissioner.~~

~~(D) *Meetings.* The Maywood Housing Authority shall meet monthly at a location to be determined by the Authority. Meetings of the Housing Authority are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1 et seq.).~~

~~(E) *Adoption by reference.* The Housing Authorities Act (310 ILCS 10/1 et seq.), is hereby adopted by reference and the provisions therein shall apply to the Maywood Housing Authority, except as amended in this section. Where there is a conflict between the provisions of the Housing Authorities Act and the provisions of this section enacted pursuant to the Village's home rule authority, the provisions of this section shall control.~~

~~(F) *Annual budget.* By September 1 each year, the Maywood Housing Authority shall deliver to the Village President and Board of Trustees the Authority's proposed annual budget report for the next fiscal year, as defined by Section 8.9 of the Housing Authorities Act (310 ILCS 10/8.9), as amended.~~

~~(G) Annual report. Within 60 days of the last day of the preceding fiscal year, the Maywood Housing Authority shall deliver to the Village President and Board of Trustees an annual report, as defined by Section 8.9 of the Housing Authorities Act (310 ILCS 10/8.9), as amended, and the annual report shall contain all of the financial data, statements and content that is required by Section 8.10 of the Housing Authorities Act (310 ILCS 10/8.10), as amended. In addition, the report shall contain the following information:~~

- ~~(1) A descriptive statement setting forth each current or proposed project of the Authority.~~
- ~~(2) A balance sheet, a classified statement of revenues and expenditures and of receipts and disbursements and a surplus statement, and also a consolidated balance sheet and consolidated classified statements of revenues and expenditures, and of receipts and disbursements and a surplus statement reflecting the financial status and condition of the Authority as a whole as of the close of the immediately preceding fiscal year.~~
- ~~(3) All statements shall be made separately for bond interest and retirement, capital and operating accounts.~~
- ~~(4) A separate statement setting out the total amount of rent received for, and the amount of money expended on, each housing project as that term is defined in Section 17(g) of this Act under the jurisdiction of the Authority.~~
- ~~(5) A complete schedule of salaries in effect on the date of the report and to whom such salaries are paid.~~
- ~~(6) The amount or amounts of service charge or charges paid or proffered to the County Collector or to the appropriate officer or officers, of any municipal corporation in lieu of normal real estate taxes, identified to show the year or years and project or projects for which payment was made or proffered. The requirements of this division (G)(6) can be fulfilled by the filing of an annual certified audit conducted in accordance with federal Housing and Urban Development requirements.~~
- ~~(7) A summary tabulation for each project for the period covered by the annual report showing the number of and size of individual housing accommodations; the number of units occupied by families in the various income groups; the total number of persons; the age group of the head of the household of move-ins; the number of persons comprising the household; the rent schedules for determining contract rents; and the number of workers per family moving in; the year of admission of families to public housing; the number of move-ins with the size of family; income groups of families moving in; size of unit occupied by families moving in or out; and information as to family composition; and information as to number of families receiving public assistance or Social Security benefits.~~

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed. Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code, as amended, shall remain in full force and effect.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is severable, 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 5: To the extent necessary, all table of contents, indexes, headings, and internal references or cross-references to sections contained in the Maywood Code of Ordinances that have been deleted or amended by the Code Amendments set forth above shall be amended by the Village's codifier so as to be consistent with the Code Amendments of this Ordinance.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as required by law.

ADOPTED this 18th day of January, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 18th day of January, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Published by me in pamphlet form this ____ day of January, 2022.

Gwaine Dianne Williams, Village Clerk

VILLAGE LETTERHEAD

January __, 2022

SENT VIA UNITED STATES CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Department of Commerce and Economic Opportunity
555 West Monroe Street, 12th Floor
Chicago, Illinois 60661

Re: Dissolution of the Maywood Housing Authority

To Whom It May Concern:

On June 9, 2020, the Maywood Housing Authority Board of Commissioners passed Resolution No. 2020-04 (A Resolution of Dissolution of the Maywood Housing Authority), which dissolved the Maywood Housing Authority and transferred the administration of the program to the Housing Authority of Joliet for the reasons set forth in the Resolution, with an effective date of June 30, 2020. On January 18, 2022, the Maywood Board of Trustees approved an Ordinance supporting the Maywood Housing Authority's Resolution of Dissolution.

As required by the Housing Authorities Act (310 ILCS 10/), I have enclosed the following documents for your file:

1. MAYWOOD HOUSING AUTHORITY – RESOLUTION NO. 2020-4 – A RESOLUTION OF DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY
2. VILLAGE OF MAYWOOD – ORDINANCE NO. CO-2022-__ - AN ORDINANCE SUPPORTING THE MAYWOOD HOUSING AUTHORITY'S RESOLUTION NO. 2020-4 REGARDING DISSOLUTION OF THE MAYWOOD HOUSING AUTHORITY

Thank you for your time. If there are any questions, please do not hesitate to contact me.

Sincerely,

Gwaine Dianne Williams
Village Clerk

Enclosures

cc: Mayor Nathaniel George Booker and Board of Trustees (w/ encls.)
Chasity Wells-Armstrong, Village Manager (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)



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MEMORANDUM

TO: Mayor Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: December 29, 2021
RE: Ordinance Approving Change Order Number 1 to Construction Contract with Nardulli Concrete, Inc. for the 2021 Alley and Roadway Improvements Project (Warren Street from 19th Avenue to 17th Avenue)

Per the request of Village Engineer Bill Peterhansen, I have enclosed the following document for your review, discussion and recommendation at the January 4, 2022 Committee of the Whole Meeting and possible action at the January 18, 2022 Special Village Board Meeting:

AN ORDINANCE APPROVING CHANGE ORDER NUMBER 1 TO THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC. FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR THE WARREN STREET ROADWAY IMPROVEMENTS PROJECT (Warren Street from 19th Avenue to 17th Avenue)

Village Engineer Bill Peterhansen has recommended approval of the enclosed Ordinance authorizing Change Order Number 1 for the payment of necessary, extra work in the amount of \$30,964.66 that will be completed by J. Nardulli Concrete, Inc. for the Warren Street Roadway Improvements Project ("Project Contract"). The original Project Contract amount was \$448,081.90 and, with the approval of Change Order Number 1, the new total Project Contract amount is \$479,046.56. The Project funding sources consist of a \$200,000.00 Community Development Block Grant ("CDBG") and use of \$248,081.90 of General Corporate Funds.

Per 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) and the Public Works Contract Change Order Act (50 ILCS 525/5), approval by the corporate authorities is required for any change order that increases or decreases the Project Contract amount by more than \$10,000.00 or extends the Project completion date by 30 days.

If there are any questions, please contact me.

Mike

Enclosure

- cc: Chasity Wells-Armstrong, Village Manager (w/ encl.)
- Gwaine Dianne Williams, Village Clerk (w/ encl.)
- Lanya Satchell, Finance Director (w/ encl.)
- John West, Director of Public Works (w/ encl.)
- Walter Duncan, Director of Building and Code (w/ encl.)
- Bill Peterhansen, Village Engineer (w/ encl.)
- Michael A. Marrs, Village Attorney (w/ encl.)

**AN ORDINANCE APPROVING CHANGE ORDER NUMBER 1
TO THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
J. NARDULLI CONCRETE, INC. FOR THE PERFORMANCE OF CONSTRUCTION SERVICES
FOR THE WARREN STREET ROADWAY IMPROVEMENTS PROJECT
(Warren Street from 19th Avenue to 17th Avenue)**

WHEREAS, on July 13, 2021, the Corporate Authorities of the Village adopted Resolution Number R-2021-25 approving a Construction Services Agreement with J. Nardulli Concrete, Inc. of Cicero, Illinois (the "Contractor") relative to the performance of construction activities, including the installation of certain roadway improvements, the removal and replacement of deteriorated sections of curb and gutter, removal and replacement of sections of deteriorated sidewalk, and installation of Americans With Disabilities Act ("ADA") compliant pedestrian roadway crossings, landscape restoration, and other appurtenant improvements (the "Project") (the "Project Contract"). The total Project cost set forth in the Project Contract was \$448,081.90 (the "Contract Price"). A copy of the Project Contract is incorporated herein by reference and made a part hereof; and

WHEREAS, because the Contractor was required to perform additional construction activities that were not contemplated in the original Project Contract, a change order is necessary. The Contractor repaired a leaking water main, with two (2) new valves installed in order to aid in future operation of the water main and reduce the limits of disruption to residences along 21st Avenue. The water main was exceptionally deep and located beneath an existing combined sewer, storm relief sewer, and other storm sewer laterals. Due to the poor condition of the water main, the water main was replaced across the intersection to avoid future damage. The cost of the additional construction activities equals \$30,964.66, as set forth in Change Order Number 1 to the Project Contract, and is payable to J. Nardulli Concrete, Inc., the Contractor. A copy of Change Order Number 1 is attached hereto as Exhibit "A"; and

WHEREAS, upon approval of Change Order Number 1, the original Contract Price for the Project of \$448,081.90 shall be increased to \$479,046.56 (the "Amended Project Contract Price").

WHEREAS, the Corporate Authorities of the Village agree to authorize and approve the additional Project costs by approving Change Order Number 1 for the Project; and

WHEREAS, the sources of funding for the Project consist of funds from the Community Development Block Grant ("CDBG") 2020 Program Year to be distributed to the Village by the County of Cook, Illinois under Village-approved Community Development Block Grant Program Subrecipient Agreement No. 2006-094, Motor Fuel Tax ("MFT") Funds and General Corporate Funds of the Village; and

WHEREAS, based on the recommendation of the Village Engineer, the Corporate Authorities of the Village make the following findings and determinations (see bolded text) in accordance with the Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding changes to the Construction Contract:

1. The Change Order (or series of change orders) recommended in Exhibit "A", which is attached hereto and made a part hereof, increases or decreases the contract sum by \$10,000.00 or more **[YES]**, OR
2. The Change Order increases or decreases the contract time by thirty (30) days or more **[NO]**, OR
3. The Change Order (or series of change orders): (a) is (are) made necessary by circumstances not foreseeable at the time the Construction Contract was signed; (b) is

(are) germane to the Construction Contract as originally signed; and (c) is (are) in the best interests of the Village [YES for a, b and c].

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (Public Act 93-0656): the amount of the Change Order (or series of change orders) does not increase the original contract price by 50% or more of the original contract price and thus the Village is not obligated to re-bid the additional work proposed under the Change Order.

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: The Corporate Authorities of the Village of Maywood approve Change Order Number 1 to the Project Contract in the amount of \$30,964.66 payable to J. Nardulli Concrete, Inc., the Contractor, in accordance with Change Order Number 1, a copy of which is attached hereto as Exhibit "A".

SECTION 3: The Corporate Authorities of the Village of Maywood authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager and the Village Engineer, or their designees, to execute, process and deliver the necessary checks, wire transactions, change order documents and such other instruments necessary to comply with the authorization and direction set forth in this Ordinance.

SECTION 4: 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 18th day of January, 2022 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 18th day of January, 2022.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

This Ordinance was published by me in pamphlet form on the ___ day of January, 2022.

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

Change Order Number 1

(attached)

MEMO

Date: December 22, 2021

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong
Village Manager

From: Bill Peterhansen, P.E., CFM

Re: Warren Street CDBG Roadway Improvements Project
Change Order Request No. 1

Summary

An incidental finding of a leaking Village water main and complex emergency repair has necessitated a change order request for the subject project.

On September 7, 2021, the sewer subcontractor and field engineers discovered a wet area beneath the pavement at 21st Avenue and Warren Street when performing remediation work on a combined sewer manhole. Upon investigating the wet area, further complications arose including continual cracking of the 6" water main and the inability to shut down the water main in order to make an emergency repair.

Additionally, the water main was found to be exceptionally deep (7'+ deep), and located beneath an existing combined sewer, storm relief sewer, and other storm sewer laterals. Due to the observed poor condition of the water main, we recommended to staff that the water main be replaced across the intersection to avoid future damage to the soon to be constructed hot-mix asphalt pavement.

The water main has been repaired, with two (2) new valves installed in order to aid in future operation of the water main and reduce the limits of disruption to residents along 21st Avenue.

We believe the water main had been leaking for quite some time and infiltrating into existing voids in the combined sewer. However, after the combined sewer was sealed and lined as part of this project, the leaking water had nowhere to exit and was now discovered. The repair will mitigate future water loss at this location.

Costs

We have reviewed the contractor's detailed time and material invoices for this repair and concur with the labor, materials, and equipment that have been represented. The invoices match our project records and observations. The total overage costs for the project will be \$30,964.66 upon balancing all of the contract pay items. Attachment "A" provides a detailed breakdown for the project costs. The project is being funded through the general fund.

Action

Pending the board approval of this change order, the corresponding work may be paid for on Pay Estimate #5 and Final.

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

CHANGE ORDER

Change Order No. 1
Date : December 22, 2021

Name of Project: Village of Maywood
Warren Street CDBG Roadway Improvement Project

Owner: The President and Board of Trustees
Village of Maywood, Illinois

Contractor: J. Nardulli Concrete, Inc.
3517 South 60th Court
Cicero, IL 60804

The following change in work is authorized by the President and Board of Trustees of the Village of Maywood to the above contract as follows:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	ADDITION	DEDUCTIO N
1	See Attachment "A" for associated contract items and unit prices.	1 (Lump Sum)	\$30,964.66	\$30,964.66	
	TOTALS			\$30,964.66	
	NET CHANGE			\$30,964.66	

Location and reasons for the change: Emergency Water Main repairs located at 21st Avenue and Warren Street.

The above changes are additional work added to the contract and fulfill the original intent of the contract.

Original CONTRACT PRICE \$448,081.90

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____ N/A

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(~~decreased~~) by: \$30,964.66

The CHANGE ORDER will result in a net:

(increase)(~~decrease~~) to Original CONTRACT PRICE of 6.91% to date.

(increase)(~~decrease~~) to Current CONTRACT PRICE of 6.91%.

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 479,046.56

The CONTRACT TIME will be (increased)(~~decreased~~) by _____ 0 _____ calendar days.

The date for completion of all work will be *October 31, 2021*.

The undersigned has determined that the change is germane to the original contact as signed, that circumstances which necessitate this change were not reasonably foreseeable at the time the contract was

signed, and work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract and Village policy, and that this change is in the best interest of the Village of Maywood and is authorized by law.

OWNER: Village of Maywood
40 Madison Street
Maywood, Illinois 60153

(SEAL)

By _____

Nathaniel George Booker, Mayor

Attested by: _____

Gwaine Dianne Williams, Clerk

Warren Street CDBG Roadway Improvements
 Owner: Village of Maywood
 Contractor: J. Nardulli Concrete, Inc.
 Engineer: Hancock Engineering Co.
 Change Order No. 1
 Date: 12/22/2021

Attachment "A"

No.	Item	Unit	Bid Quantity	Adjusted Quantity	Additional Quantity	Deleted Quantity	Unit Price	Change in Contract Price
1	Combination Curb and Gutter Removal	Foot	1,650	1,584.00	-	66	\$ 5.00	\$ (330.00)
2	Sidewalk Removal	SqFt	11,000	10,038.00	-	962	1.15	\$ (1,106.30)
3	Driveway Pavement Removal	SqYd	200	298.00	98	-	13.00	\$ 1,274.00
4	Pavement Removal	SqYd	75	118.00	43	-	20.00	\$ 860.00
5	Pavement Removal (Reconstruct)	SqYd	2,000	1,840.00	-	160	12.00	\$ (1,920.00)
6	Hot Mix Asphalt Surface Removal (Variable Depth)	SqYd	320	412.00	92	-	13.50	\$ 1,242.00
7	Incidental Hot Mix Asphalt Surface Removal	SqYd	225	0.00	-	225	13.50	\$ (3,037.50)
8	Earth Excavation	CuYd	300	260.00	-	40	40.00	\$ (1,600.00)
9	Undercut Excavation	CuYd	120	33.00	-	87	20.00	\$ (1,740.00)
10	Porous Granular Embankment, 3"	CuYd	120	33.00	-	87	20.00	\$ (1,740.00)
11	Trench Backfill	CuYd	25	15.00	-	10	38.00	\$ (380.00)
12	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	3	3.00	-	-	3,930.00	\$ -
13	Inlet, Type A, Type 1 Frame, Open Lid	Each	3	3.00	-	-	1,498.00	\$ -
14	10" Diameter, PVC Storm Sewer Pipe	Foot	100	54.00	-	46	58.00	\$ (2,668.00)
15	Connection to Existing Sewer	Each	3	3.00	-	-	875.00	\$ -
16	Structures to be Adjusted	Each	6	8.00	2	-	360.00	\$ 720.00
17	Frames and Lids	Each	1	1.00	-	-	385.00	\$ -
18	Structures to be Reconstructed	Each	1	2.00	1	-	2,000.00	\$ 2,000.00
19	Inlet Filters	Each	14	14.00	-	-	145.00	\$ -
20	Combination Curb and Gutter, Type B-4.12 (Special)	Foot	1,650	1,754.00	104	-	22.00	\$ 2,288.00
21	Portland Cement Concrete Sidewalk, 5"	SqFt	11,000	10,038.00	-	962	5.60	\$ (5,387.20)
22	Portland Cement Concrete Driveway, 7"	SqYd	200	298.00	98	-	60.00	\$ 5,880.00
23	Detectable Warnings	SqFt	70	97.00	27	-	28.00	\$ 756.00
24	White Wax Compound	SqYd	1,650	0.00	-	1,650	1.25	\$ (2,062.50)
25	Portland Cement Concrete Base Course, 8"	SqYd	75	118.00	43	-	62.00	\$ 2,666.00
26	Deformed Tie Bars	Each	80	69.00	-	11	9.00	\$ (99.00)
27	Hot Mix Asphalt Binder Course, II-19.0, N50	Ton	480	409.00	-	71	85.00	\$ (6,035.00)
28	Leveling Binder (Machine Method), N50	Ton	40	0.00	-	40	92.00	\$ (3,680.00)
29	Hot Mix Asphalt Surface Course, Mix D, N50	Ton	300	292.00	-	8	92.00	\$ (736.00)
30	Incidental Hot Mix Asphalt Surfacing	Ton	10	0.00	-	10	275.00	\$ (2,750.00)
31	Bituminous Materials (Tack Coat) SS-1	Pound	4,540	1,207.00	-	3,333	0.01	\$ (33.33)
32	Geogrid for Ground Stabilization	SqYd	2,000	1,840.00	-	160	3.00	\$ (480.00)
33	Aggregate Base Course, Type B, 6"	SqYd	2,000	1,840.00	-	160	8.00	\$ (1,280.00)
34	Topsoil Placement	SqYd	1,200	396.00	-	804	5.00	\$ (4,020.00)
35	Sodding	SqYd	1,200	396.00	-	804	8.00	\$ (6,432.00)
36	Supplemental Watering	Unit	10	0.00	-	10	50.00	\$ (500.00)
37	Thermoplastic Pavement Marking - Line 6"	Foot	390	623.00	233	-	4.75	\$ 1,106.75
38	Thermoplastic Pavement Marking - Line 24"	Foot	100	129.00	29	-	18.50	\$ 536.50
39	Inversion Lining of 18" Sewer	Foot	1,020	1,008.00	-	12	79.00	\$ (948.00)
40	Hot Mix Asphalt - Longitudinal Joint Sealant	Foot	800	815.00	15	-	7.20	\$ 108.00
41	Structures to be Removed	Each	2	2.00	-	-	440.00	\$ -
42	Traffic Control and Protection	LS	1	1.0	0.0	-	19,500.00	\$ -
E1	Temporary Water Main repair at 21st Avenue and Warren Street	LS		1.0	1.0		8,677.22	\$ 8,677.22
E2	Down Time and Installation of line stops at 21st Avenue and Warren Street	LS		1.0	1.0		26,554.93	\$ 26,554.93
E3	Replacement of Water Main beneath sewer at 21st Avenue and Warren Street	LS		1.0	1.0		20,151.61	\$ 20,151.61
E4	Demobilization	LS		1.0	1.0		2,227.90	\$ 2,227.90
E5	General Contractor - 5% Mark-up	LS		1.0	1.0		2,880.58	\$ 2,880.58

Net Change in Contract Price

\$ 30,964.66

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, 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 NUMBER CO-2022- _____

**AN ORDINANCE APPROVING CHANGE ORDER NUMBER 1
TO THE AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND J. NARDULLI CONCRETE, INC.
FOR THE PERFORMANCE OF CONSTRUCTION SERVICES FOR
THE WARREN STREET ROADWAY IMPROVEMENTS PROJECT
(Warren Street from 19th Avenue to 17th Avenue)**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 18th day of January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of January, 2022.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this ___ day of January, 2022.

Gwaine Dianne Williams, 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 Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: December 29, 2021
RE: Approving the Agreement Between the Village of Maywood and the Edwin Hancock Engineering Company for Furnishing of Professional Engineering Services for the I-290 Corridor Storm Sewer Separation Project

Per the request of Village Engineer Bill Peterhansen, I have enclosed the following document for review, discussion and recommendation at the January 4, 2022 Committee of the Whole Meeting and possible action at the January 18, 2022 Special Village Board Meeting:

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE I-290 CORRIDOR STORM SEWER SEPARATION PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2021 CDBG PROGRAM FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT, with the Agreement attached as Exhibit "A"

The Project description is set forth in the Village Engineer’s Project Memo dated December 28, 2021 (see attached).

The “not to exceed” fee for the Preliminary and Design Engineering Services and Construction Engineering Services for the Project is \$638,120.00.

The Project will be funded by the Invest in Cook/Connecting Cook County Grant for Fiscal year 2021. The Village Board accepted the Grant Funds under Resolution No. R-2021-36.

If there are any questions, please contact me.

Mike

Enclosures

- cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Angela Smith, Community Development Director (w/encls.)
- Walter Duncan, Director of Building and Code (w/ encls.)
- Bill Peterhansen, Village Engineer (w/ encls.)
- Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2022 - _____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE I-290 CORRIDOR STORM SEWER SEPARATION PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2021 CDBG PROGRAM FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire Edwin Hancock Engineering Company (the "Engineer") to perform preliminary and design engineering services and construction engineering services associated with the following improvements to be made in calendar year 2022: Construction of local storm sewer extensions in areas currently served by a combined sewer system, replacement of certain combined sewer and water mains (when determined to be in conflict with proposed storm sewer), restoration of existing pavement, sidewalk, curb and gutter, ADA ramps, pavement markings, landscaping restoration and other ancillary items. 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 I-290 CORRIDOR STORM SEWER SEPARATION PROJECT IN MAYWOOD, ILLINOIS" (the "PES Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, under Resolution No. R-2021-36, the Village President and Board of Trustees of the Village of Maywood have accepted the Grant Funds and entered into an agreement entitled "Intergovernmental Agreement" with Cook County, acting by and through its CCDOT, relative to the receipt of the Grant Funds (the "Grant Agreement"); 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 payable to the Engineer for the performance of the Preliminary and Design Engineering Services and Construction Engineering Services for the Project is \$638,120.00, which shall cover the following payments to the Engineer and its Sub-consultants: \$511,00.00 for the Engineer's services; \$75,480.00 for the Sub-consultant Geotechnical Engineering services; \$20,630.00 for Sub-consultant Environmental Engineering services; and \$31,010.00 for Sub-consultant Public Communications services; and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the CDBGP 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 CDBGP 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 I-290 Corridor Sewer Separation Project 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, the Village Manager and the 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.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 18th day of January, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 18th day of January, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD
AND THE EDWIN HANCOCK ENGINEERING COMPANY
FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR
THE I-290 CORRIDOR STORM SEWER SEPARATION PROJECT
IN MAYWOOD, ILLINOIS**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING PROFESSIONAL ENGINEERING SERVICES FOR THE I-290 CORRIDOR STORM SEWER SEPARATION PROJECT, AND FOR THE APPROPRIATION AND EXPENDITURE OF FY 2021 CDBG PROGRAM FUNDS AND GENERAL FUNDS TO PAY FOR THE PRELIMINARY AND DESIGN ENGINEERING SERVICES AND CONSTRUCTION ENGINEERING SERVICES RELATED TO THE PROJECT

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 18th day of January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of January, 2022.

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 January, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]

MEMO

Date: December 28, 2021

To: Village of Maywood

Attn: Ms. Chasity Wells-Armstrong, Village Manager

Cc: Ms. Angela Smith, Director of Community Development
Mr. John West, Director of Public Works

From: Bill Peterhansen, P.E., CFM

Re: I-290 Corridor Storm Sewer Separation Project
Community Development Block Grant - Disaster Recovery (CDBG-DR)
Professional Services Agreement

Attached is our proposed Agreement to provide Professional Engineering Services as relate to the subject project, the I-290 Corridor Storm Sewer Separation Project.

Background

The *recently approved* CDBG-DR Subrecipient Agreement provides \$639,000 (100%) of funding for the preliminary engineering of drainage improvements within the entire area located between Harvard Street, Bataan Drive, 13th Avenue, and 1st Avenue; and Harrison Street, Illinois Prairie Path, 21st Avenue, and 1st Avenue (Phases I through IV - see Attachment D of the Engineering Agreement).

Also included is the Final Design Engineering of separate local storm sewer extensions in the area bounded by Harrison Street, Illinois Prairie Path, 12th Avenue, and 1st Avenue (Phases I and IA – see Attachment D of the Engineering Agreement).

Qualification Based Selection Process

Qualification Based Selection (QBS) of Professional Services was required for this project in order to utilize federal funds. A formal request for proposals was advertised, with consultant proposals being evaluated and scored by Village Staff. Procedures for QBS as meet the requirements of 23 CFR 172 and the Brooks Act have been adhered to.

Summary of Engineering Tasks and Fees

The following tasks highlight the Preliminary (70%) Engineering:

- a. Submit plans to Cook County.
- b. Complete Topographic Survey including detailed inspection of all utility structures (including condition of structure, diameter of structure, material type, rim elevation, invert elevation of all pipes by field measurement, and pipe material type.

- c. Compare Village mapping data with topographic survey findings.
- d. Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.) and resolution of all conflicts. This will include a design stage J.U.L.I.E. and utility map request from all utility owners located within and adjacent to all phases of the project site to ensure all possible conflicts are accounted for. Include all Village provided archived project "as-constructed" information in the design documents.
- e. Completion of the necessary hydrologic and hydraulic (H & H) modeling work to determine the maximum level of storm protection benefit as attainable within the proposed storm sewer extensions. Note that the proposed trunk sewer by IDOT will generally limit the benefit obtained by the proposed storm sewer extensions. The Engineer shall evaluate the existing combined sewer system & proposed storm sewer system and will determine the impacts/benefits with the assistance of Storm Water Management Modeling (SWMM) software. Various storm events, including the 1, 5, 10, and 100 year storm events and variety of durations as indicated by the Bulletin 75 rainfall data for northeast Illinois, along with drainage boundaries, flow paths, outlet conditions, on street flooding volumes, flooding duration, sewer sizing, and additional items will be studied. Findings will be used to support storm sewer improvements and appropriate sizing of the proposed storm sewer extensions.
- f. Refine design as necessary based upon the modeling, topographical, and utility survey results.
- g. Setup and attendance at kickoff or review meetings with Permitting agencies.
- h. Value Engineering to determine if any cost savings measures are available, including a meeting to discuss findings with the Village.
- i. Preliminary design of all storm sewers, inlets, catch basins, manholes, and associated utility replacement of water main crossings and combined sewers.
- j. Engineering Drawings (Exist. & Proposed Conditions Plan, Utility & Profiles), Cross Sections, Typical Sections to be reviewed/approved by Village staff. Specifications and Standard Details are not required for Submittal 1.
- k. Detailed Preliminary Cost Estimate for Construction.
- l. Evaluation to determine if any stormwater Best Management Practices (BMPs), including greeninfrastructure improvements, can be incorporated.
- m. Identify impacts to existing trees. Coordinate with Village to minimize/mitigate impacts to trees.
- n. Public Notification as follows:
 - i. Administer Project Informational Meetings with Impacted Property Owners and other Stakeholders. Two (2) meetings will be required including Project Kickoff and Final Design and Benefits/Impacts.
 - ii. Prepare and maintain project website.

The following tasks highlight the Final (100%) Design Engineering services:

- a. All applicable sections of Preliminary Design Engineering shall be included in Final Design Phase.
- b. Project limits of the Design Engineering Services shall be restricted to the location bounded by I-290 Eisenhower Expressway, Illinois Prairie Path, 12th Avenue, and 1st Avenue (inclusively). This area is described as Phase I and Phase IA within Attachment "D".
- c. The scope of design services for the Final Design Engineering phase shall include the following:
 - iii. Collection of additional topographic survey information as needed
 - iv. Design of ADA sidewalk improvements
 - v. Design of underground utility improvements

- vi. Preparation of detailed pavement cross sections
- vii. Preparation of erosion control plans
- viii. Preparation of striping plans
- ix. Preparation of detailed traffic control plans
- x. Preparation of proposed plans, specifications, and bidding documents in accordance with respective policies and procedures of Cook County and the Village of Maywood.
- xi. Submittal of proposed plans to the Illinois Department of Transportation (IDOT) Hydraulics section for concurrence.
- xii. Identification and initial submittal of all required and applicable Permits, including, but not limited to IDOT, Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Environmental Protection Agency-National Pollutant Discharge Elimination System (IEPA-NPDES), Illinois Environmental Protection Agency (IEPA) Bureau of Water, North Cook County Soil & Water Conservation District (NCCSWCD), Illinois Department of Natural Resources-Office of Water Resources (IDNR-OWR), Cook County, and any other permits that are found to be necessary for this project.
- xiii. Obtainment of above described permits.
- xiv. Submittal and obtainment of permits to the IEPA regarding erosion control practices
- xv. Submittal and obtainment of permits to any other pertinent entity.
- d. Disadvantaged Business requirements of MWRDGC and Cook County shall be incorporated into the contract construction documents.
- e. Complete Bid Engineering Services.

The breakdown of the fee is as follows:

Prime Consultant - Hancock Engineering Co.	\$511,000.00
Subconsultant – Geotechnical Engineer	\$ 75,480.00
Subconsultant – Environmental Engineer	\$ 20,630.00
Subconsultant – Public Communications	<u>\$ 31,010.00</u>
	\$638,120.00

Project Schedule

The preliminary and design engineering will need to be completed within *twelve (12) months* from the receipt of the Authorization to Incur Grant Costs from the County.

The construction portion needs to be completed within four (4) years from date of execution of IGA with MWRD.

Anticipated Schedule:

<i>Engineering Agreement Approval:</i>	<i>January 2022</i>
<i>Begin Preliminary and Design Engineering:</i>	<i>January 2022</i>
<i>Complete Preliminary and Design Engineering:</i>	<i>November 2022*</i>
<i>Begin Construction:</i>	<i>March 2023</i>
<i>Complete Phase I/IA Construction:</i>	<i>November 2024</i>

*Note, the emphasis of design focus will first be within project areas I/IA so that the proposed construction funds from Cook County may be drawn down no later than Summer of 2023. If needed, the other project areas (II through IV) will undergo design engineering services after Phases I/IA are completed.

Action:

If the board would like to move forward with this project, the engineering agreement will need to be approved by resolution.

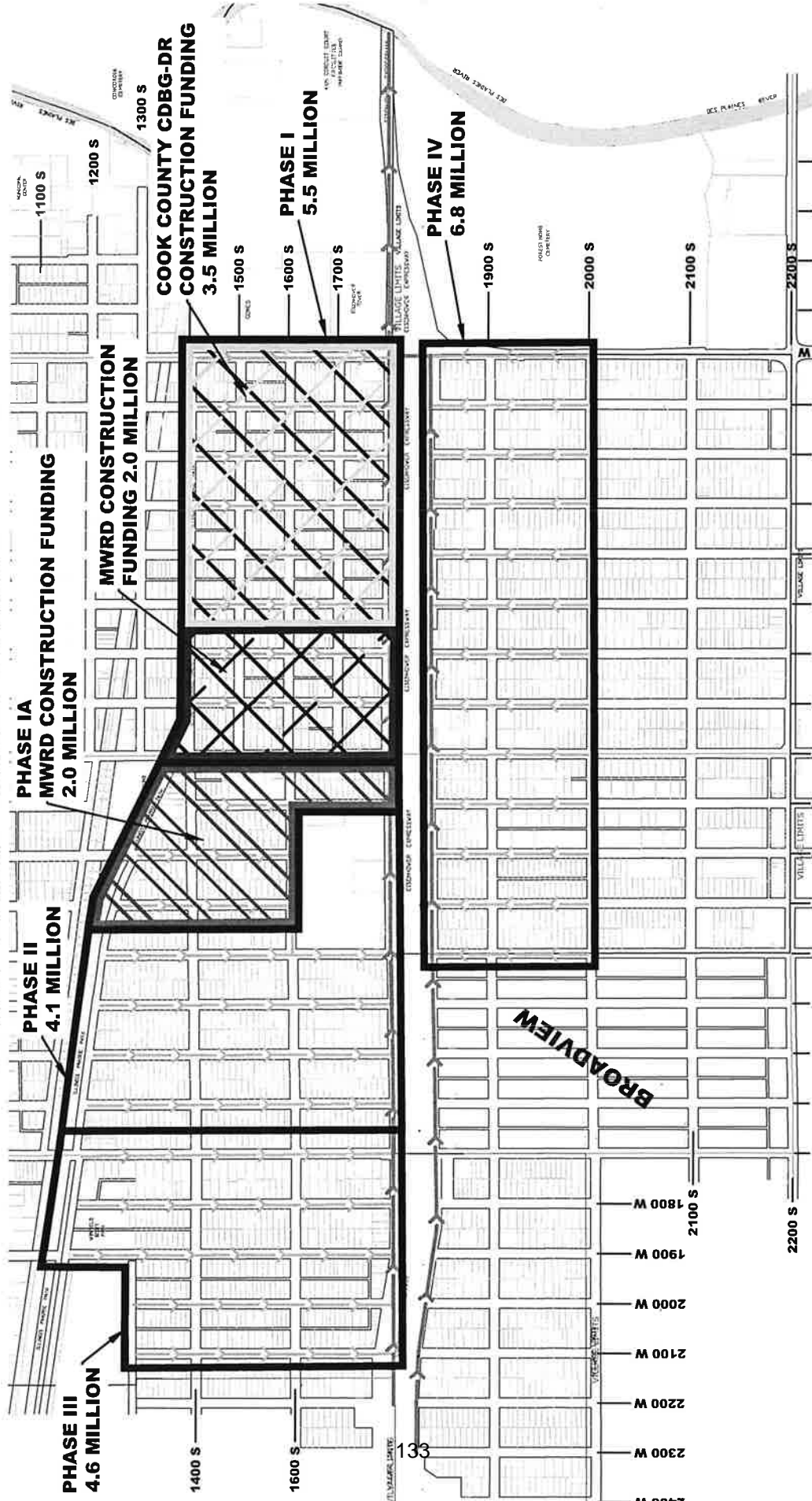
We are available, at your convenience, to answer any questions regarding this project and our proposal.




VILLAGE OF MAYWOOD



STORM SEWER CONCEPT PLAN (REV. 8-10-21)



-  PHASE I AREA - PROPOSED LOCAL IMPROVEMENTS
-  PROPOSED TRUNK LINE STORM SEWER (TO BE INSTALLED BY IDOT - 60" DIA.)
-  PROPOSED LOCAL STORM SEWER EXTENSIONS (BETWEEN 15" AND 24" DIA.)

TOTAL CONSTRUCTION COST = 23.0 MILLION

ATTACHMENT "D"

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES

for the

**I-290 CORRIDOR STORM SEWER SEPARATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
PROJECT NO. 2013-DR-IN-R4-10**

in

MAYWOOD, ILLINOIS

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
I-290 CORRIDOR STORM SEWER SEPARATION PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
PROJECT NO. 2013-DR-IN-R4-10

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 Preliminary and Design Engineering of the I-290 SEWER SEPERATION PROJECT COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROJECT NO. 2013-DR-IN-R4-10, hereinafter referred to as “PROJECT”, which will generally include the preliminary design engineering of separate local storm sewer extensions in the Village of Maywood, as bounded by Harvard Street, Bataan Drive, 13th Avenue, and 1st Avenue; and Harrison Street, Illinois Prairie Path, 21st Avenue, and 1st Avenue. Final design engineering of separate local storm sewer extensions shall be performed in the area bounded by Harrison Street, Illinois Prairie Path, 12th Avenue, and 1st Avenue.

Project Description

The Project includes the construction of local storm sewer extensions in areas currently served by a combined sewer system. Specifically, the Project includes proposed storm sewers varying in size between 15” and 24”, drainage structures, storm sewer laterals, replacement of certain combined sewers and water mains (when determined to be in conflict with proposed storm sewer), restoration of existing pavement, sidewalk, curb and gutter, ADA ramps, pavement markings, landscaping restoration, and other ancillary items.

A large diameter storm sewer (60” dia.) along both Harrison Street and Bataan Drive with a gravity outfall to the DesPlaines River is planned to be installed by others in future years. The proposed local storm sewer extensions will connect to the existing combined sewer along both Harrison Street and Bataan Drive in the interim, and will then be connected to the large diameter storm sewer upon its construction.

The project includes the installation of approximately 46,000 linear feet (8.71 mi) of proposed storm sewer, serving a residential area of approximately 350 acres in total. Attachment “D” graphically describes the project limits in detail. Preliminary design engineering will be

completed for all phases of the project: I, IA, II, III, and IV. Final design engineering will only be completed for Phase I and IA of the project.

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 Preliminary Design Engineering services (70% Complete) for the proposed improvement (Project limits shall include all project phases I – IV as depicted in “Attachment D”:
 - a. Submit 70% plans to Cook County and the Village of Maywood Staff.
 - b. Performance of Topographic Survey as follows:
 - i. Conduct a complete and detailed topographical survey and extending a minimum of 100’ or longer as necessary beyond the limits of the proposed work.
 - ii. All existing storm, combined, and water system structures shall require (including all other above & underground utilities) detailed structure inspection including condition of structure, diameter of structure, material type, rim elevation, invert elevation of all pipes by field measurement, and pipe material type. This information to be shown along with rim and invert callouts on the plan sheets.
 - iii. Topographic survey should extend 10’ beyond the right-of-way.
 - iv. 100’ cross section intervals will be required (including f/w, e/p, c/l, e/p, f/w) as well as all existing low points, all intersections to include complete survey to address ADA improvements where sidewalk/curb to be disturbed, topographic survey should extend 10 feet beyond the apparent public right of way. All trees within 15 feet of the right of way line should be shown and size labeled,
 - v. Include ground contours at 1-foot intervals, critical ground spot elevations, trees, fences, mature landscaping, bushes, property lines, etc.
 - vi. Right of way should be shown within 1 foot accuracy except for locations where easements are needed where accuracy shall meet standards required for a plat of survey.
 - c. Compare Village mapping data with topographic survey findings.
 - d. Utility Coordination (Nicor, ComEd, AT&T, Comcast, etc.) and resolution of all conflicts. This will include a design stage J.U.L.I.E. and utility map request from all utility owners located within and adjacent to all phases of the project site to ensure all possible conflicts are accounted for. Include all Village provided archived project “as-constructed” information in the design documents.
 - e. Completion of the necessary hydrologic and hydraulic (H & H) modeling work to determine the maximum level of storm protection benefit as attainable within the proposed storm sewer extensions. Note that the proposed trunk sewer by

IDOT will generally limit the benefit obtained by the proposed storm sewer extensions. The Engineer shall evaluate the existing combined sewer system & proposed storm sewer system and will determine the impacts/benefits with the assistance of Storm Water Management Modeling (SWMM) software. Various storm events, including the 1, 5, 10, and 100 year storm events and variety of durations as indicated by the Bulletin 75 rainfall data for northeast Illinois, along with drainage boundaries, flow paths, outlet conditions, on street flooding volumes, flooding duration, sewer sizing, and additional items will be studied. Findings will be used to support storm sewer improvements and appropriate sizing of the proposed storm sewer extensions.

- f. Refine design as necessary based upon the modeling, topographical, and utility survey results.
 - g. Setup and attendance at kickoff or review meetings with Permitting agencies.
 - h. Value Engineering to determine if any cost savings measures are available, including a meeting to discuss findings with the Village.
 - i. Preliminary design of all storm sewers, inlets, catch basins, manholes, and associated utility replacement of water main crossings and combined sewers.
 - j. Engineering Drawings (Exist. & Proposed Conditions Plan, Utility & Profiles), Cross Sections, Typical Sections to be reviewed/approved by Village staff. Specifications and Standard Details are not required for Submittal 1.
 - k. Detailed Preliminary Cost Estimate for Construction.
 - l. Evaluation to determine if any stormwater Best Management Practices (BMPs), including greeninfrastructure improvements, can be incorporated.
 - m. Identify impacts to existing trees. Coordinate with Village Forester to minimize/mitigate impacts to trees.
 - n. Public Notification as follows:
 - i. Administer Project Informational Meetings with Impacted Property Owners and other Stakeholders. Two (2) meetings will be required including Project Kickoff and Final Design and Benefits/Impacts.
 - ii. Prepare and maintain project website.
- II. To perform, or be responsible for the performance of, the following Final Design Engineering services (98% Complete) for the proposed improvement (Project limits shall include project phases I and IA as depicted in "Attachment D"):
- a. All applicable sections of Preliminary Design Engineering shall be included in Final Design Phase.
 - b. Project limits of the Design Engineering Services shall be restricted to the location bounded by I-290 Eisenhower Expressway, Illinois Prairie Path, 12th Avenue, and 1st Avenue (inclusively). This area is described as Phase I and Phase IA within Attachment "D".
 - c. The scope of design services for the Final Design Engineering phase shall include the following:
 - i. Collection of additional topographic survey information as needed
 - ii. Design of ADA sidewalk improvements
 - iii. Design of underground utility improvements
 - iv. Preparation of detailed pavement cross sections

- v. Preparation of erosion control plans
- vi. Preparation of striping plans
- vii. Preparation of detailed traffic control plans
- viii. Preparation of proposed plans, specifications, and bidding documents in accordance with respective policies and procedures of Cook County and the Village of Maywood.
- ix. Submittal of proposed plans to the Illinois Department of Transportation (IDOT) Hydraulics section for concurrence.
- x. Identification and initial submittal of all required and applicable Permits, including, but not limited to IDOT, Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Illinois Environmental Protection Agency-National Pollutant Discharge Elimination System (IEPA-NPDES), Illinois Environmental Protection Agency (IEPA) Bureau of Water, North Cook County Soil & Water Conservation District (NCCSWCD), Illinois Department of Natural Resources-Office of Water Resources (IDNR-OWR), Cook County, and any other permits that are found to be necessary for this project.
- xi. Obtainment of above described permits in Item A.II-c(x).
- xii. Submittal and obtainment of permits to the IEPA regarding erosion control practices
- xiii. Submittal and obtainment of permits to any other pertinent entity.
- d. Disadvantaged Business requirements of MWRDGC and Cook County shall be incorporated into the contract construction documents.

III. To perform, or be responsible for the performance of, the following Bid Engineering Services:

- a. Final Engineering Drawing Set (100%)
- b. Assist Village in Competitive Bidding Process with area contractors by the following:
 - i. Answering technical questions from contractors during bidding process.
 - ii. Issuing any Addendums, if necessary.
 - iii. Reviewing first and second low bidder references, similar work history and availability.
 - iv. Providing recommendation to award letter.
 - v. Provide Bid Tabulation listing each contractor's submitted price per pay item for verification of low bidder.
 - vi. Providing plan interpretation assistance during construction of the project.

IV. To endorse all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.

V. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:

- a. Performance of Subsurface investigations, including pavement cores and soil borings, preparing soils profiles and analysis thereof as may be required to furnish sufficient data for the design of the proposed improvement.
- b. Performance of a Preliminary Environmental Site Assessment (PESA) by Environmental Engineer.
- c. Performance of a Preliminary Soils Investigation (PSI) by Environmental Engineer (Limited to Phases I and IA).
- d. Performance of Communications, Marketing and Public Outreach including information distribution, public informational meeting (2 each), and project website.

VI. 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.

A. 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.II, and A.III a Lump Sum Fee of Five Hundred Eleven Thousand Dollars (\$511,000.00)** unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN

ENGINEERING FEE is based upon the scope of work as listed in Section A.I, A.II, and A.III., and itemized in Attachment C.

- c. To pay for the subletted services as stipulated in above Section A.V 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.V are not included within the Design Engineering fees, and must be agreed upon in writing in advance of the work.
- d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A".
- e. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - 1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.
 - 2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED;

- I. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the

institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- III. The VILLAGE and the ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this AGREEMENT. This mutual waiver applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this AGREEMENT.

- IV. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.

- 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 _____, 2022

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

By _____
Nathaniel George Booker, Mayor

ATTEST:

By _____
Gwaine Dianne Williams, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2022

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

2021 SCHEDULE OF HOURLY RATES

PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$146.00
ENGINEER – V	\$136.00
ENGINEER – IV	\$126.00
ENGINEER – III	\$121.00
ENGINEER – II	\$108.00
ENGINEER – I	\$96.00
ENGINEERING TECHNICIAN – V	\$125.00
ENGINEERING TECHNICIAN – IV	\$115.00
ENGINEERING TECHNICIAN – III	\$83.00
ENGINEERING TECHNICIAN – II	\$65.00
ENGINEERING TECHNICIAN - I	\$40.00
CAD MANAGER	\$121.00
CAD - II	\$100.00
CAD – I	\$85.00
ADMINISTRATIVE	\$65.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service.**

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the 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: Ms. Chasity Wells-Armstrong, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9933 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

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

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

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

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

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

ATTACHMENT C

Design Engineering Fee

Project Initiation / Meetings	\$4,000.00
Topographic Survey (Field Work)	\$98,000.00
CADD Drafting of Survey Data	\$48,000.00
Utility Coordination	\$7,000.00
Preliminary Sewer Design and Stormwater Modeling	\$36,000.00
Plan Design	\$96,000.00
CADD Drafting of Plans	\$43,000.00
Specifications	\$29,000.00
Stormwater Calculations	\$36,000.00
Coordination and Meetings	\$22,000.00
MWRD Permitting	\$14,000.00
Cook County Permitting and Review	\$17,000.00
NPDES Permitting	\$3,000.00
QA/QC	\$18,000.00
Bid Engineering	\$4,000.00
Project Administration and Management	<u>\$36,000.00</u>
Total Design Engineering Fee	\$511,000.00

Estimated Sub-Consultant Fees*

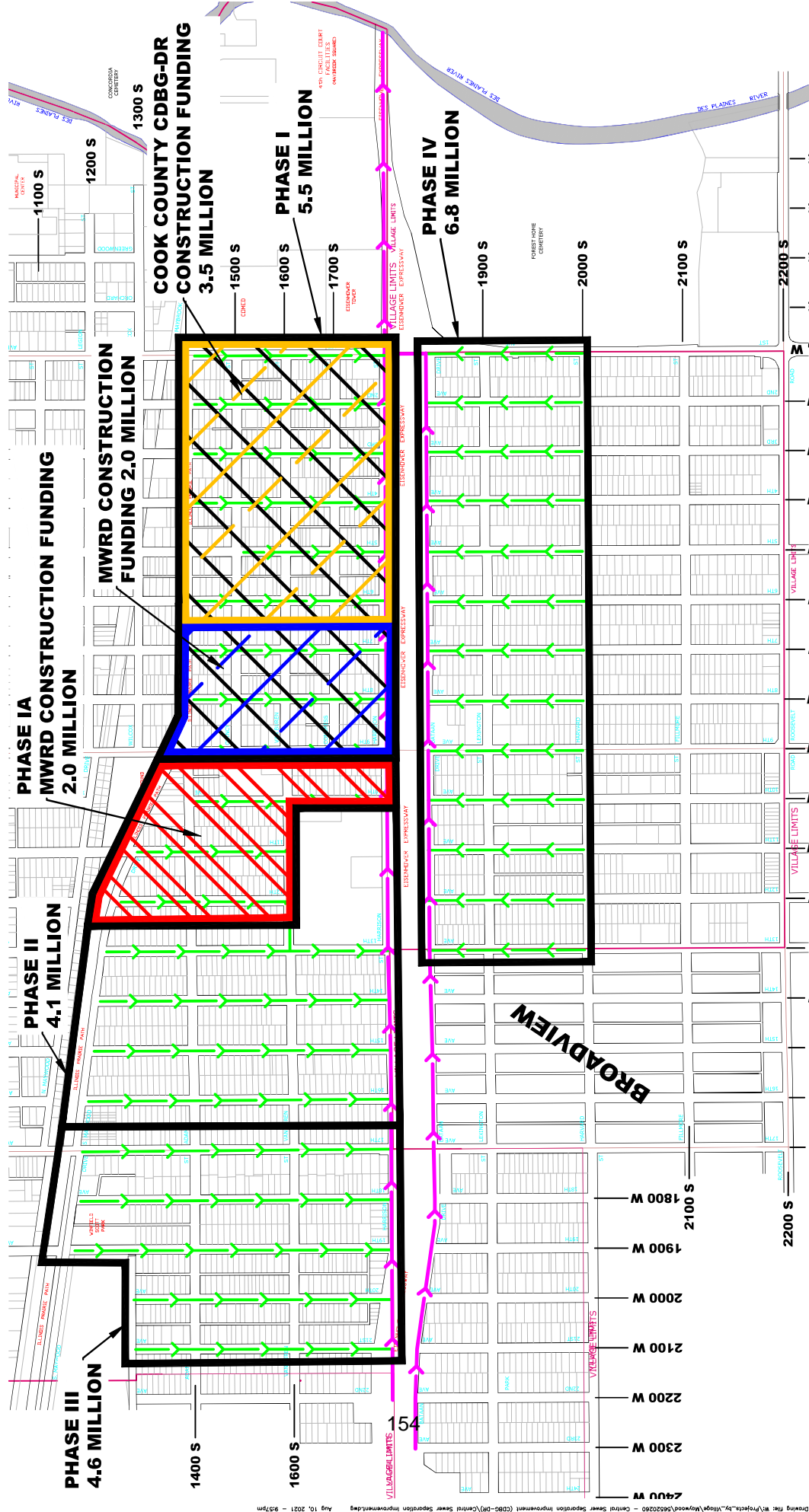
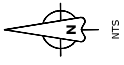
Geotechnical Engineer – Soil Borings and Pavement Cores	\$75,480
Environmental Engineer - Soil Testing and Analysis	\$20,630
Public Outreach – Public Communications and Meetings	\$31,010

* The sub-consultant fees are not included in the Lump Sum Fee of this Agreement.



VILLAGE OF MAYWOOD

STORM SEWER CONCEPT PLAN (REV. 8-10-21)



- PHASE I AREA - PROPOSED LOCAL IMPROVEMENTS
- PROPOSED TRUNK LINE STORM SEWER (TO BE INSTALLED BY IDOT - 60" DIA.)
- PROPOSED LOCAL STORM SEWER EXTENSIONS (BETWEEN 15" AND 24" DIA.)

PHASE I AREA - PROPOSED LOCAL IMPROVEMENTS

PROPOSED TRUNK LINE STORM SEWER (TO BE INSTALLED BY IDOT - 60" DIA.)

PROPOSED LOCAL STORM SEWER EXTENSIONS (BETWEEN 15" AND 24" DIA.)

TOTAL CONSTRUCTION COST = 23.0 MILLION

ATTACHMENT "D"

September 21, 2021

Edwin Hancock Engineering Co.
9933 Roosevelt Road
Westchester, IL 60154

Attn: Mr. William Peterhansen, P.E., CFM

Proposal: 21621

Re: Geotechnical Investigation Proposal
Village of Maywood Storm Sewer Project
Maywood & Broadview, IL

Dear Mr. Peterhansen:

In accordance with your request, Geo Services (an MBE/DBE/union/drilling/enviro/geotech engineering firm, GEO) is pleased to submit our proposal for the performance of a geotechnical investigation for the proposed approximately 8 linear miles of local storm sewer lines and extensions in Broadview and Maywood, IL. The southern most border of the project area is Harvard Street, to 1st Street to the east, the Illinois Prairie Path to the north and 21st Avenue and 13th Avenue make up the western border.

Based upon the criteria described the request, we propose the following scope of work for the project:

Base Scope of Work

- 1) Layout boring locations. GEO to layout seventy (70) total soil borings.
- 2) Call JULIE to clear onsite utilities.
- 3) Perform seventy (70) geotechnical soil borings to a depth of 15-ft. Total lineal feet of drilling = 1,050 lineal feet.
- 4) Boreholes will be backfilled with cuttings/bentonite chips and the pavement patched to match existing surface.
- 5) Prepare a geotechnical report including an estimate and management of groundwater for design of structured and pavements. Provide locally accepted design of frost depth, describe soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements. Provide recommendations for the addition construction and pavement subgrade.

Assumptions:

1. Charges will be portal-to-portal each day.
2. Borings are truck-accessible (i.e. ATV not required to access boring locations).
3. No permits or construction bonds required.
4. No tree clearing or snow removal included in this proposal.
5. No landscape repair included from possible rutting from drill-rig and truck traversing site.
6. Work can be performed during normal work day hours, M-Fr, 7AM-4PM.
7. No drumming or disposal of excess auger cuttings included.
8. No tree clearing or snow removal included in this proposal.

Soil samples will be obtained at 2.5-ft intervals to a depth of 15-ft. Soil samples will be obtained with a 2.0-in diameter split spoon. Boreholes will be backfilled with soil cuttings/bentonite, chips and patched to match existing pavement.

Along with the soil borings, standard laboratory tests will be performed, and a geotechnical engineering report will be prepared under the direct supervision of a Registered Professional Engineer. We request that details regarding proposed construction, such as size and type of structures, structural loads, and site grading information be provided to us at the time of our analysis and report preparation.

Below is the detailed information that will be included but not limited to in the soil survey investigation report.

1. Soil conditions.
2. Ground water level observations and infiltration test results.
3. Site preparation recommendations.
4. Construction considerations for the shallow spread footings
5. Foundation recommendations including allowable bearing capacity and settlement estimates.
6. Recommendations for slab-on-gade design and construction, including recommendations for subgrade improvements, if needed.
7. Recommendations relative to additional testing and/or consultation that might be required to complete geotechnical assessment and related engineering for this project.
8. Recommendations for any unusual design or construction techniques which may be required due to subsurface conditions.
9. Copies of boring logs, laboratory test results and location diagram.

Based on this scope of work and the unit charges indicated on the cost estimate of services, we estimate that the cost of this investigation will be \$75,480.00. Our cost estimate assumes that the labor rates for the drillers will need to be in accordance with the published prevailing wage rates (Illinois Prevailing Wage Act, 820 ILCS 130/2).

Any additional work will be performed at the appropriate unit charges or hourly rates indicated on our cost estimate of services. All work will be performed in accordance with the attached Terms and Conditions.

We appreciate the opportunity of being of service to you on this project and look forward to hearing from you when work is ready to begin. If there are any questions regarding the information submitted herein, please do not hesitate to contact us.

Very truly yours,
GEO SERVICES, Inc.



Alexandra Weatherwax
Project Engineer



Andrew Ptak, P.E.
Principal Engineer

Enc.

ACCEPTED FOR EDWIN HANCOCK ENGINEERING CO.

BY _____

DATE _____

COST ESTIMATE

GEO - DIRECT COSTS (Aug. 2021)

COST ESTIMATE OF CONSULTANT SERVICES

CONSULTANT:	Edwin Hancock Engineering Co.				
PROJECT:	Village of Maywood Storm Sewer Project				
PROPOSAL NO.:	21621				
SCOPE:	Seventy (70) - 15-ft soil borings				
DATE:	September 21, 2021				
	Description	Unit	Quantity	Unit Cost	Total Cost
	(1)	(2)	(3)	(4)	(5)
1	Drilling Services (portal to portal from New Lenox each day)				
2	PW Drilling (2 man crew) (8-hrs)	DAY	13.0	\$ 2,720.00	\$ 35,360.00
3	PW Drill Rig&Crew Standby/Delay Time	HOURL	-	\$ 340.00	\$ -
4	PW Drilling (2 man crew) - Overtime and Sat.	HOURL	16.0	\$ 510.00	\$ 8,160.00
5	PW Drilling (2 man crew) - Sun. and Holidays	HOURL	-	\$ 680.00	\$ -
6	Drilling-Additional Items				
7	Traffic Flagger (8-hrs)	DAY	-	\$ 720.00	\$ -
8	Traffic Flagger (o.t, Sat)	HOURL	-	\$ 135.00	\$ -
9	Vane Shear Equipment Rental	DAY	-	\$ 200.00	\$ -
10	Bentonite Chips/Sand/Asphalt	BAG	10.0	\$ 15.00	\$ 150.00
11	Grout	FT	-	\$ 6.00	\$ -
12	Bedrock Coring Bitwear	FT	-	\$ 15.00	\$ -
13	Rock Core Boxes	EACH	-	\$ 25.00	\$ -
14	3" Shelby Tubes	EACH	-	\$ 25.00	\$ -
15	Signage, Cones, Barricades	EACH	13.0	\$ 100.00	\$ 1,300.00
16	Support Truck/Vehicle	DAY	26.0	\$ 65.00	\$ 1,690.00
17	Generator	DAY	-	\$ 75.00	\$ -
18	55-Gallon Drums	EACH	-	\$ 75.00	\$ -
19	Lights	DAY	-	\$ 75.00	\$ -
20	GPS Rental	DAY	-	\$ 100.00	\$ -
21	Overnight Delivery	EACH	-	\$ 50.00	\$ -
22	Decon Pad Setup	EACH	-	\$ 2,000.00	\$ -
23	1.25" Dia Acetate Macroliners	FT	-	\$ 3.00	\$ -
24	Drilling Services - Subtotal				\$ 46,660.00
25					
26	Laboratory Testing				
27	Routine Sampling (vis, w.c, hd. Pen)	EA	378.0	\$ 15.00	\$ 5,670.00
28	Atterberg Limits	EA	10.0	\$ 50.00	\$ 500.00
29	Particle Size Analysis	EA	10.0	\$ 110.00	\$ 1,100.00
30	Unconfined Compression - Rimac	EA	-	\$ 10.00	\$ -
31	UU Test	EA	-	\$ 100.00	\$ -
32	Dry Density	EA	-	\$ 5.00	\$ -
33	Organic Content	EA	5.0	\$ 100.00	\$ 500.00
34	Laboratory Vane Shear Test	EA	-	\$ 25.00	\$ -
35	Topsoil Analysis	EA	-	\$ 150.00	\$ -
36	Consolidation Testing	EA	-	\$ 550.00	\$ -
37	CBR/ Proctor	EA	-	\$ 500.00	\$ -
38					
39	Laboratory Testing Subtotal				\$ 7,770.00
40					
41	Engineering Analysis and Report				
42	Principal Engineer	HOURL	5.0	\$ 200.00	\$ 1,000.00
43	Project Manager	HOURL	10.0	\$ 150.00	\$ 1,500.00
44	Project Engineer	HOURL	100.0	\$ 110.00	\$ 11,000.00
45	CAD Professional	HOURL	15.0	\$ 90.00	\$ 1,350.00
46	Administrative Assistant	HOURL	5.0	\$ 60.00	\$ 300.00
47					
48	Engineering Analysis and Report Subtotal				\$ 15,150.00
49					
50	Project Coordination/Management				
51	Principal Engineer	HOURL	5.0	\$ 200.00	\$ 1,000.00
52	Project Manager	HOURL	10.0	\$ 150.00	\$ 1,500.00
53	Project Engineer	HOURL	20.0	\$ 110.00	\$ 2,200.00
54	CAD Professional	HOURL	10.0	\$ 90.00	\$ 900.00
55	Administrative Assistant	HOURL	5.0	\$ 60.00	\$ 300.00
56					
57	Project Coordination/Management Subtotal				\$ 5,900.00
				TOTAL	\$ 75,480.00

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the term Subconsultant shall refer to:

GEO SERVICES, INC.

(Company Name)

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

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TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

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HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

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STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

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Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney’s fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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3rd District

STANLEY MOORE

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BRIDGET DEGNEN

12th District

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SCOTT R. BRITTON

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KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

February 23, 2021

Mr. Julian Rueda, President
Geo Services, Inc.
805 Amherst Court
Suite 204
Naperville, IL 60565

Re: Annual Certification Expires: February 23, 2022

Dear Mr. Rueda:

Congratulations on your firm's continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **February 23, 2022**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"Recertification Affidavit" within sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Construction: Civil Engineering Services, Material Testing Laboratory Services & Site Preparation

Your firm's participation on Cook County contracts will be credited toward **MBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri

Contract Compliance Director

EHO/lar

Privileged and Confidential

September 7, 2021

William Peterhansen
Hancock Engineering
9933 Roosevelt Road
Westchester, IL 60154

*RE: Proposal – Preliminary Environmental Site Assessment
Village of Maywood Sewer Improvements*

A3 Environmental, LLC (A3E) is pleased to submit this proposal to perform a Preliminary Environmental Site Assessment (PESA) at various locations across the Village of Maywood (the ‘Site’).

PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA) SCOPE OF WORK

Four (4) PESAs will be performed for the property, one for each phase of work to be investigated.

These PESAs will be performed in overall in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard Practice for *Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-13)* and the United States Environmental Protection Agency (USEPA) *All Appropriate Inquiry (40 CFR 312)*.

The Scope of Work will include of the following activities:

- A comprehensive site inspection to identify and evaluate current and historical sources of significant potential environmental impacts, such as a review of the utilization and maintenance of hazardous materials at the site, including aboveground and underground storage tanks (ASTs and USTs), equipment containing polychlorinated biphenyls (PCBs), waste and chemical storage areas, wastewater and storm water discharges, and air emissions. The inspection will include observations for evidence of chemical spills and releases and on-site waste disposal.
- A review of site records and interviews with site representatives with regards to current and former site operations to identify known or potential environmental concerns.
- A visual survey of the properties in the vicinity of the site to identify the potential for impact to the site from these properties.
- A review of readily available historical records, such as construction plans, topographic maps, fire insurance maps, aerial photographs, and city directories, to identify potential impacts to the site from historical on-site and off-site operations. Chain of title will be reviewed, if provided.
- A review of a current environmental database search report, supplemented by agency interviews and record review where appropriate.

- Review of public health records and records of institutional and engineering controls associated with the site, as available through state listings provided by Environmental Risk Information Services (ERIS), recorded on the current deed, or readily available in land title records. A3 Environmental will review materials provided by the User and ERIS and conduct a review of courthouse records where reasonably available.
- A basic engineering analysis of the risk to human health and the environmental of any areas of identified concerns.
- A review of online databases for records of permits, violations and enforcement history for the site, in addition to a review of regulatory agency records.
- ASTM E 2600 Standard Practice for Assessment of Vapor Intrusion into Structures on Property Involved in Real Estate Transactions, which reviews the potential for vapor intrusion conditions, will be conducted as part of this PESA.

REPORT

A3 Environmental will prepare a written PESA report discussing the findings of the assessment, including:

- A historical summary.
- Description of site land use.
- Apparent regulatory compliance or lack thereof.
- Discussion of proximity to and location of underground storage tanks (USTs); Leaking USTs (LUSTs); hazard waste Treatment Storage and Disposal Facilities (TSDFs); and Comprehensive Environmental Response, Compensation and Environmental Liability Act (CERCLA) facilities.
- Discussion of on-site and/or nearby flood plains.
- A site location and area map and topographic map showing the site location.
- A photographic log.
- References.
- Conclusions and recommendations.

The objective of the report will be to characterize special/hazardous waste risks associated with the project. The risk assessment will classify each REC identified from the PESA and the project as a whole as either: No Risk, Low Risk, Moderate Risk, or High Risk defined below:

- No risk or low risk findings indicate a low potential for special waste or regulated substance to impact the work area, resulting in a No Further Action determination.
- Moderate or High Risk work areas include sites adjacent or near to the work area from which, in the opinion of the Environmental Professional, it is reasonably likely that contaminated soil may be encountered. High risk land uses include unregulated municipal or private dumps and landfills, waste segregation sites, waste piles, treatment plants, photo / printing / paint / plating / battery shops, automotive bone yards, metals and paper processing plants, mining / agricultural / medical supply facilities, service stations, and dry cleaning and other cleaning operations facilities.

If the risk assessment results in a Moderate or High Risk finding, the depth stipulation will be calculated. This depth is defined as the maximum excavation depth possible without encountering contaminated soils from the REC.

SCHEDULE

A3 Environmental is prepared to commence work upon the receipt of authorization and access to the site. The report can be prepared within approximately 7-10 days of the site inspection. Please let us know if an alternative schedule is required to meet your deal timeline. Note that some freedom of information request (FOIA) responses from regulatory agencies may not be received by in time for inclusion with the final report.

A3 Environmental understands the need to maintain flexibility and can accommodate reasonable scheduling changes.

FEES

The **PESA** project will be completed for a **unit cost of \$1,695.00** for each of the **four (4) areas**, for a **TOTAL of \$6,780.00** in accordance with the attached A3 Environmental Standard Terms and Conditions.

PROJECT AUTHORIZATION

If you have any questions, please call us at (888) 405-1742.

Sincerely,

Evan Meinzer



Project Geologist
A3 Environmental, LLC

Attachments: Assumptions & Terms & Conditions

To authorize the project, please indicate by signing below. Please return the signed proposal by email to the A3E (Evan@A3E.com). A3E appreciates the opportunity to submit this proposal and looks forward to working with you on this project.

Client Authorization

Name: _____

Title: _____

Signature: _____

Date: _____

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(Company Name)

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Privileged and Confidential

November 30, 2021

William Peterhansen
Hancock Engineering
9933 Roosevelt Road
Westchester, IL 60154

*RE: Proposal – Preliminary Site Investigation
Village of Maywood Sewer Improvements*

A3 Environmental, LLC (A3E) is pleased to submit this proposal to perform a Preliminary Site Investigation (PSI) at various locations across the Village of Maywood (the ‘Site’). This proposal was created with assumptions based on geographic locations of the work. The PESA will determine whether further investigation or additional analysis is warranted on site. If additional analysis is warranted, a revised PSI proposal will be provided to the Client. Based on these assumptions and general locations of the area where the PSI was requested to be completed, the following scope of work was created.

PROPOSED SCOPE OF WORK

Task 1 - Surface Investigation

A3E will conduct a limited surficial investigation in the area within the provided work area to identify and characterize potential impacts at the Site. The following scope of work is prepared based on the results of the previous reports and our work experience in the regional areas of the Site.

The proposed scope of work consists of the advancement and installation of soil borings to evaluate potential impacts at the surface in key intersections within the work area.

Soil samples will be collected from the depth of excavation anticipated during work. Each soil interval will be field screened for volatile organic compound (VOC) vapors using a portable photoionization detector (PID). Where field-screening results suggest impact in soil, soil samples may be selected for possible analysis. Field and drilling equipment will be decontaminated between boring locations. Standard decontamination procedures will be followed to minimize the potential for cross contamination.

A3E estimates that {1} soil sample will be collected and submitted for quantitative laboratory analysis from each soil boring. The collected soil samples will be properly preserved, labeled, and stored in ice- filled coolers. The coolers will be shipped to a qualified analytical laboratory under standard chain-of- custody protocol. The samples will be analyzed for pH, which is a qualifier for valid CCDD material. Upon completion of the sampling activities, boreholes will be backfilled with bentonite chips.

Task 2 – PSI Reporting

Following completion of the field investigation, A3E will prepare a report documenting the field activities and findings. The analytical results will be compared to the soil pH ranges valid for CCDD disposal of material. Valid pH values for CCDD disposal are between 6.25 and 9.00, material outside these ranges will be designated for disposal at a NSW (non-special waste) landfill.

Additionally, areas with Recognized Environmental Concerns (RECs) will be excluded from CCDD disposal during the reporting phase. These comparisons will be performed as an initial evaluation of the investigation data.

The report will describe the methods and results of the PSI and may include recommendations for additional activities (as warranted). The report will include soil boring locations, tables summarizing the analytical data, copies of boring logs, and copies of the laboratory reports.

Depending on the results of the investigation activities, regulatory reporting/submittals, additional investigation, assessment, and potential remediation may be warranted. The scope of services and cost for this work (if necessary) is not included and will be addressed in a separate proposal.

ESTIMATED FEES

The scope of work proposed above will be completed at a flexible fee* of **\$13,850.00** subject to A3E standard Terms and Conditions (attached). The project budget is as follows:

<i>Sampling Labor, Mobilization, Equipment & Expenses</i>	\$ 3,330.00
<i>Drilling Contractor</i>	\$ 6,270.00
<i>Analytical Services (up to 50 soil samples).....</i>	\$ 700.00
<i>Project Management, Data Reduction, and Reporting</i>	\$ 3,700.00

Notes:

1. *The allowance for subcontractors' costs is estimated for budgeting purposes. The actual subcontractor costs may vary and are dependent on contractor availability and project schedule.*
2. *Analytical fees are based on **standard** (7-10 business day) turnaround time. Additional costs **may** be incurred if expedited analytical turnaround time is required.*
3. *Additional project assumptions are listed on the attachment and apply to this project unless otherwise stated in this proposal.*
4. *Additional costs may be incurred due to the nature of the site, including additional sampling, additional manhours of field activities, and cost of associated subcontractors.*

PROJECT SCHEDULE

Assuming site access is obtained in a timely manner; A3E anticipates mobilizing for Task 1 and 2 of this project within 1 to 2 weeks, subject to availability of access and contractors. Field activities are anticipated to be completed in approximately one working day. An off-site laboratory will analyze the samples and analytical results are expected within 7-10 business days of receipt of samples at the laboratory (standard turnaround times for the analysis of samples shall be requested). A3E can provide verbal results one day after receiving laboratory results of the samples. Written draft reports will be submitted for review within 10 days of the completion of on-site activities.

PROJECT AUTHORIZATION

To authorize the project, please indicate by signing below. Please return the signed proposal by email to the A3E (Evan@A3E.com). A3E appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If you have any questions, please call us at (888) 405-1742.

Sincerely,

Evan Meinzer



Project Geologist
A3 Environmental, LLC

Attachments: Assumptions & Terms & Conditions

Client Authorization

Name: _____

Title: _____

Signature: _____

Date: _____

ASSUMPTIONS

A3E will coordinate the marking of public utilities beneath the site. Site owner/operator representatives knowledgeable of Site underground utilities and structures must approve all drilling locations. Utilities will be cleared through the local one-call utility locating service. In addition, the location of all subsurface structures, including but not limited to utilities, tanks, pipes, cables, etc., within the property lines of the project shall be correctly designated by the Client or the site owner/operator (if not marked by the locating service). A3E will rely on the accuracy of such information provided by the one-call service, GPR Survey and the site owner/operator. A3E will not be responsible for damage or injury resulting from unmarked subsurface features;

Adequate site access to the proposed drilling/sampling locations is provided to A3E in a timely manner. A3E assumes locations of exploratory borings, wells or sample locations are accessible with the proposed equipment. If moving of materials/equipment is required, this should be done (by others), prior to A3E mobilizing to the site. Costs may increase due to delays caused by limited or restricted site access or stand by time;

Fieldwork will be conducted during normal weekday business hours;

There will be up to one mobilizations of equipment to the subject property;

No remediation or waste characterization/disposal will be completed under this contract;

No field blank, duplicate samples or other QA/QC samples will be collected; and

Level D personal protective equipment will be adequate for site work.

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 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer’s Liability - \$500,000 Each
- Worker’s Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney’s fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney’s fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	CONTACT NAME: Amie Taubman	
	PHONE (A/C. No. Ext): 800-746-0048	FAX (A/C. No):
E-MAIL ADDRESS: service@vanoppenco2.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Homeland Insurance Company of New York		34452
INSURER B : RLI Insurance Company		13056
INSURER C : HDI Specialty Insurance Company		16131
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 764450960 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL (Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793-01-08-53-0000	2/15/2021	8/6/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	793-01-08-53-0000	3/22/2021	8/6/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	793-01-08-54-0000	2/15/2021	8/6/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 XS: GL/CPL/E&O/ \$ HNOA/EL
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0005121	8/6/2021	8/6/2022	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Professional Liability Cyber Liability			793-01-08-53-0000 CYBD2512200000	2/15/2021 3/1/2021	8/6/2022 8/6/2022	Each Claim/Aggregate 1million/2million Each Claim/Aggregate 500,000/500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is "Claims Made"; Subject to Policy Aggregate General Information Only

CERTIFICATE HOLDER**CANCELLATION**

General Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



Illinois Department of Transportation

A3 Environmental LLC

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supersedes any authorization or listing previously issued.

Handwritten signature of Randall S. Blankenhorn in black ink.

Randall S. Blankenhorn
Secretary
Illinois Department of Transportation

Handwritten signature of Pamela R. Simon in black ink.

Pamela R. Simon
Director
Office of Business & Workforce Diversity

Effective the 16th day of August 2016

Village of Maywood Storm Sewer Concept Plan

Proposal Outline Team Introduction / Capabilities & Experience

Metro Strategies Group, LLC. provides policy, public affairs, public engagement and communications, planning and project implementation services for a wide range of clients in Illinois. We have conducted public involvement and outreach services from the early planning stages through construction, including strategic messaging, stakeholder engagement, communications materials and digital content, special events, meetings, websites and more. The firm has worked on projects with major transportation, transit and planning agencies and numerous local governments. Metro Strategies is built a strong reputation as the preferred firm to conduct outreach and communication activities for infrastructure projects and programs.

Proposal Outline Description of Public Engagement / website development experience

Metro Strategies has worked on many public outreach and engagement projects across the Chicago region for both engineering and design phases, as well as through construction. Effective outreach and engagement can provide many benefits, including increased public awareness and understanding of the issue, alternatives and solutions. Additionally, public involvement throughout the process and incorporating input and feedback builds public trust and support for the project.

Metro Strategies is currently leading outreach and stakeholder engagement for the Village of Algonquin Roundabout construction project which includes roadway and pedestrian improvements, utility relocations, sewer and watermain improvements and streetscape elements. The objective is to increase awareness about the project benefits, impacts and construction progress. Our proactive information-sharing and educational materials are helping to inform the public and business community about the need to change the roadway design to create a safer and more pedestrian friendly environment with enhanced streetscape elements that match the downtown area.

In addition to developing a website for this project (www.oldtownalgonquin.org), other outreach activities include: social media messaging, press releases, public meetings, weekly email blasts, as well as public and business meetings. Reference Bob Mitchard, Public Works Director (847) 658-2700.

Metro Strategies is also working on several Phase I projects including the Grand Avenue Underpass Project. This project includes public and stakeholder engagement to develop a preferred underpass alternative. The project is adhering to Illinois Department of Transportation (IDOT) and Federal Highway Administration (FHWA) engagement requirements and includes a project branding, website, newsletters, social media, public meetings and a community advisory group. The initial public meeting was held virtually and included over 100 public participants. Reference Paul Volpe, Village Manager (708) 452-3912.

Scope of Services / Project Approach for Public Input, Meetings and Website

Metro Strategies will work closely with the Village and the project team to create and implement an effective outreach plan that ensures engagement with key stakeholders, business groups and the public.

Public & Stakeholder Engagement

The project team will start by working with the Village and project team to create a public involvement plan that addresses both public and stakeholder engagement.

Early and regular outreach to affected residents during the design process will be critical to receive feedback and ensure minimal issues during actual construction. Residents in the project area have been facing flooding impacts and basement backups for years. It will be essential to engage residents, businesses and schools to present the benefits of the project, obtain feedback and earn their trust.

To increase public awareness and communicate project benefits, the team will produce a comprehensive project website with visual content, including pictures, timelines and other infographics. The team will also develop other materials, such as fact sheets, FAQs and presentations about the project. Resident inquiries will be responded to and tracked throughout the project to ensure concerns are addressed in design.

Deliverables:

- Website, Graphics, branding \$8,223
- Resident Inquiry Coordination \$1,940
- Project Photos \$870
- Public Involvement Plan \$855
- Direct Expenses \$700

The team will also plan and hold two public meetings to present the overall project including goals, benefits and schedule as well as to receive public comments. An interactive open house format will allow for open dialogue and questions along with a formal presentation. Due to COVID restrictions the meetings may be in person or virtual.

Deliverables:

- Two Public Meetings \$10,000
- Social Media \$1,362
- Direct Expenses \$7,060

*An additional public meeting can be provided for an additional fee of \$8,000, which includes labor and direct expenses.

Schedule

Public engagement will kick off with branding and website development. An initial public meeting will be scheduled to gather concerns and input at the beginning of the project and a second meeting will occur towards the end of design to update residents and provide an opportunity to feedback.

Proposed Fee

Metro Strategies is available to provide these services for \$31,010 upon approval, this fee includes all direct costs associated with the project.

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the term Subconsultant shall refer to:

METROSTRATEGIES GROUP

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering’s, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT – Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability –
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer’s Liability - \$500,000 Each
- Worker’s Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney’s fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney’s fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

ODBE

Office of Diversity & Business Enterprise

Metro Strategies Group, LLC

**is hereby certified as a
DISADVANTAGED BUSINESS ENTERPRISE**

**This certificate is valid under current firm ownership and
operational control and supersedes any authorization or listing
previously issued.**

541611, 541613, 541820, 541910

NAICS Code(s): Description of company products/services as defined by the North American Industry Classification System (NAICS)

M. Sutton

Michele Sutton
Senior DBE Certification Specialist
Office of Diversity & Business Enterprise

12/2/2021

Date





JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

A3 Environmental, LLC. DBA A3 Environmental Consultants

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: May 24, 2019
Expiration Date: May 31, 2022
WBENC National Certification Number: WBE1901143

Authorized by Emilia DiMenco, President & CEO
Women's Business Development Center - Midwest




NAICS: 541620, 541690, 562910
UNSPSC: 77000000, 77100000, 77101901, 77101902, 77101903, 77101907, 77101908, 77121600, 77121602, 77121707





VILLAGE OF MAYWOOD INTERDEPARTMENTAL MEMORANDUM

To: Chasity Wells-Armstrong, Village Manager
From: John West, Director of Public Works 
RE: Bobcat Utility Blade & Snow Blower
Date: December 2, 2021

During the winter months public works is tasked with clearing of public and senior snow program participants walkways. To effectively perform these services, the department requests purchase of a 54" Utility snow blade, \$2,468.00, and 26' X48" snowblower, \$5,775.00. The snowblower would require a kit be added to the village's existing S70 bobcat machine at a cost of \$2,377.00, bringing the total cost for all accessories to \$10,620.00. Atlas bobcat is the quoted provider, additional quotes are not provided due to the necessity of a bobcat dealer performing machine modifications. I am requesting this item be placed on December 7, 2021, Committee of the Whole agenda for discussion and approval to the full board. Please let me know if you have any questions.

Cc; file



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 Nathaniel George Booker and Board of Trustees, Village of Maywood
FROM: Michael T. Jurusik
DATE: December 29, 2021
RE: Approving the Enterprise Services Agreement Between the Village of Maywood and Policy Confluence, Inc. Regarding ARPA Engagement Package Level 2 Services

Per the request of Village Manager Chasity Wells-Armstrong, I have enclosed the following documents for review, discussion and recommendation at the January 4, 2022 Committee of the Whole Meeting and possible action at the January 18, 2022 Special Village Board Meeting:

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN ENTERPRISE SERVICES AGREEMENT WITH POLCO & NATIONAL RESEARCH CENTER, INC. (D/B/A POLCO & NATIONAL RESEARCH CENTER, INC.) REGARDING ARPA ENGAGEMENT PACKAGE LEVEL 2 SERVICES, with the Agreement attached as Exhibit "A"

Under the Enterprise Services Agreement (the "Agreement"), Policy Confluence, Inc. ("Polco") will perform certain services and offer a variety of products and services accessible through its website, including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other related services. As part of the "ARPA Engagement Package Level 2 Services", Polco will survey Village residents and local business owners/managers twice each year. This Package focuses on building a panel of respondents to continue to engage with, tracking needs and progress over time, online interactive reporting, and opportunities to learn about best practices and engage with other local government leaders through the Village's Polco Connect online forum and semi-annual next steps workshops. The Polco Premium Plan allows for the Village to engage with residents by creating as many of its own short surveys or polls as it likes. The annual cost for the proposed services is \$13,850.00 with a breakdown as follows:

- ARPA Level 2: \$8,000 per year
- Polco Premium: \$5,500 per year
- Paper Surveys per 100: \$350

If there are any questions, please contact me.

Mike

Enclosures

- cc. Gwaine Dianne Williams, Village Clerk (w/ encls.)
- Chasity Wells-Armstrong, Village Manager (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Angela Smith, Community Development Director (w/encls.)
- Walter Duncan, Director of Building and Code (w/ encls.)
- Michael A. Marrs, Village Attorney (w/ encls.)

RESOLUTION NO. R-2022 - _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ENTERPRISE SERVICES AGREEMENT WITH POLICY CONFLUENCE, INC.
(D/B/A POLCO & NATIONAL RESEARCH CENTER, INC.)
REGARDING ARPA ENGAGEMENT PACKAGE LEVEL 2 SERVICES**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire Policy Confluence, Inc. ("Polco") to conduct the ARPA engagement Package, Level 2 in accordance with the terms set forth in the "ENTERPRISE SERVICES AGREEMENT WITH POLICY CONFLUENCE, INC." ("Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, Polco desires to perform certain services and offer access to a variety of products and services accessible through its website, including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other related services under the terms of the Agreement ("Services"). The fees charged by Polco for such Services depend on the service level package selected by the Village. Under the attached Agreement, the Village has selected ARPA Engagement Package Level 2 Services Package at a cost of \$13,850.00 for calendar year 2022; and

WHEREAS, 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), the Village President and Board of Trustees of the Village of Maywood are authorized to approve and enter into the attached Agreement and to approve the expenditure of General Corporate Funds to pay for the Services, and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, business owners and the public.

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

SECTION 1: 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 "Enterprise Services Agreement with Policy Confluence, Inc." (the "Agreement"), attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to approve the expenditure of the General Corporate Funds to pay for the services to be performed by Polco as described in the Agreement. The President and Board of Trustees further approve the appropriation and expenditure of Village funds in order to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including 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.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 18th day of January, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 18th day of January, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**ENTERPRISE SERVICES AGREEMENT
WITH POLICY CONFLUENCE, INC.**

(attached)



Policy Confluence, Inc.

(dba Polco & National Research Center, Inc.)

ENTERPRISE SERVICES AGREEMENT

THIS ENTERPRISE SERVICES AGREEMENT (this "**Agreement**") is effective as of _____, 20__ between Policy Confluence, Inc., a Delaware corporation ("**Polco**" or "**Company**"), and the Village of Maywood, Illinois, a [legal entity/description of municipality] ("**Customer**"). This Agreement includes and incorporates the Company's Website Terms of Use (the "**Terms of Use**" found at <https://info.polco.us/terms-of-use>) and the Company's privacy policy (the "**Privacy Policy**" found at <https://info.polco.us/privacy> and), which contain, among other things, warranty disclaimers, liability limitations, and use limitations.

WHEREAS, Customer desires to engage Polco to conduct the ARPA Engagement Package, Level 2

WHEREAS, Customer wishes to procure from Polco the services described herein, and Polco wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Authorized User**" means each of the individuals authorized to use the Services (defined below in Section 2.1) or Polco Materials pursuant to the terms and conditions of this Agreement, or any additional individuals or Persons authorized to use the Services or Polco Materials as approved solely by Polco, as set forth in **Schedule A**.

"**Customer Data**" means, information, data and other content, other than Resultant Data in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Polco Materials**" means any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Polco in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, Polco Materials include Resultant Data and any information, data or other content derived from Polco's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Process**" means to take any action or perform any operation or set of operations that the Services

are capable of taking or performing on any data, information or other content.

"Representatives" means, with respect to a party, that party's and its affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors.

"Resultant Data" means information, data and other content that is derived by or through the Services from Processing Customer Data, including, without limitation, statistics and Services analytics, and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

2. Services.

2.1. Services. The Company offers a variety of and products and services accessible through the Company's website <https://polco.us> (the "**Website**") free of charge including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other such functionality as may be provided from time to time (collectively, the "**Free Content and Services**"). During the Term (defined below in **Section 7.1**) and subject to the and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Polco shall use commercially reasonable efforts to provide to Customer and its Authorized Users (a) the Free Content and Services, and (b) any custom survey services as described in the attached **Schedule A** and this Agreement (the "**Custom Services**," together with Free Content and Services, the "**Services**"). Polco will use commercially reasonable efforts to make the Services available to the Customer twenty-four (24) hours per day, seven (7) days per week every day of the year, except for: (i) Service downtime or degradation due to a Force Majeure Event (defined below in **Section 12**); (ii) any other circumstances beyond Polco's reasonable control, including Customer's or any Authorized User's use of third party materials or use of the Services other than in compliance with the express terms of this Agreement or the Terms of Use; and (iii) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement or the Terms of Use.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Company has and will retain sole control over the the Services; and (b) Customer has the responsibility for making all arrangements necessary for Customer to have access to the Website and ensuring that all persons who access the Website through Customer's internet connection are aware of this Agreement, the Terms of Use, and the Privacy Policy, and comply therewith.

2.3. Changes. Polco reserves the right, in its sole discretion, to make any changes to the Services or Polco Materials that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Polco's services to its customers, or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services or Polco Materials. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.4. Suspension or Termination of Services. Polco may suspend, terminate or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Services or Polco Materials if: (a) Polco believes, in its sole discretion, that Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services or Polco Materials beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (b) this Agreement expires or is terminated. This **Section 2.4** does not limit any of Polco's other rights or remedies, whether at law, in equity or under this Agreement.

2.5. Applicability of Additional Agreements. As a user of Company's Website, Customer is subject to the Terms of Use and the Privacy Policy as are in effect from time to time. In the event of any conflict

between this Agreement, the Terms of Use and Privacy Policy, this Agreement shall first govern, followed by the Terms of Use and the Privacy Policy.

3. Authorization and Customer Restrictions.

3.1. Authorization. Subject to and conditioned on Customer's payment of the fees and compliance with all other terms and conditions of this Agreement, Polco hereby authorizes Customer to access and use, solely during the Term, the Services and Polco Materials as Polco may supply or make available to Customer. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 13.6**, non-transferable. Notwithstanding the foregoing, Polco hereby grants to Customer a perpetual, royalty-free, non-transferable license to use any tangible Polco Materials provided to Customer by or through the Services during the Term, which license shall survive the termination of this Agreement.

3.2. Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Polco Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or Polco Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Polco Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own then valid access credentials;
- (e) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or Polco's provision of services to any third party, in whole or in part;
- (f) access or use the Services or Polco Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Polco customer), or that violates any applicable law;
- (g) access or use the Services or Polco Materials for purposes of competitive analysis of the Services, the development, provision or use of a competing software service or product or any other purpose that is to Polco's detriment or commercial disadvantage; or
- (h) otherwise access or use the Services or Polco Materials beyond the scope of the authorization granted under **Section 3.1**.

3.3. Customer Responsibilities. Except as otherwise determined by Polco, Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). In the event Polco obtains or provides any such Equipment, Polco shall only be responsible for maintaining such Equipment. Customer shall also be responsible for maintaining the security of the Equipment, Customer account,

passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. Fees; Payment Terms.

4.1. **Fees.** Customer shall pay Polco the fees ("**Fees**") for the Services on or prior to the date due set forth on **Schedule A**, which shall be payable to Polco in US dollars in the amounts and pursuant to the payment schedules set forth on **Schedule A**. To the extent Fees are not set forth on **Schedule A**, Polco may, in its sole discretion, modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable **Schedule A** will be deemed amended accordingly. All amounts payable to Polco under this Agreement shall be paid by Customer to Polco in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

4.2. **Taxes.** All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. When legally permitted, Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Polco's income.

5. Intellectual Property Rights.

5.1. **Ownership of Services and Polco Materials.** All right, title and interest in and to the Services, Polco Materials and the Resultant Data, including all Intellectual Property Rights therein, are and will remain with Polco. Customer has no right, license or authorization with respect to any of the Services or Polco Materials except as expressly set forth in **Section 3.1**. All other rights in and to the Services and Polco Materials are expressly reserved by Polco and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Polco an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

6. Confidentiality.

6.1. **Confidential Information.** In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, in each case whether or not marked, designated or otherwise identified as "Confidential". Without limiting the foregoing, all Polco Materials are the Confidential Information of Polco. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.2. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for three (3) years after the Term: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of performing obligations under and in accordance with this Agreement; (ii) are informed of the

confidential nature of the Confidential Information and bound by written confidentiality and restricted use obligations at least as protective as the terms set forth in this **Section 6.2**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 6**.

6.3. Residual Works. In addition to other rights and provisions in this Agreement, Polco shall be free to use for any purpose the Resultant Data resulting from access to or work with the Confidential Information or any information or ideas provided by Customer with respect to the Services.

6.4. Feedback. The Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") to Polco with respect to the Services. Except as otherwise provided herein or in a separate subsequent written agreement between the parties, Polco will own the Feedback and shall be free to use, disclose, protect (e.g., patent, copyright, trademark, trade secret, etc.), reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit.

6.5. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 6**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 6.5**, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7. Term and Termination.

7.1. Term. Initial Term: January XX, 2022 - January XX, 2023

The initial term of this Agreement shall be for a period of twelve (12) months from the Effective Date ("**Initial Term**"). The Initial Term shall automatically renew for additional successive twelve (12) month periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

7.2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Polco may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after the date such amounts are due; or (ii) breaches any of its obligations under **Section 3.2** (Limitations and Restrictions) or **Section 6** (Confidentiality);

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any

domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.3. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations (including, without limitation, access to the Services) granted by either party to the other hereunder will immediately terminate;

(b) Customer shall immediately cease all use of any Services and Polco Materials and (i) promptly return to Polco, or at Polco's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Polco's Confidential Information; and (ii) permanently erase Polco's Confidential Information from all systems Customer directly or indirectly controls; except to the extent and for so long as required by applicable law and all such information and materials will remain subject to all confidentiality requirements of this Agreement;

(c) Polco may disable all Customer and Authorized User access to the Services; and

(d) if Polco terminates this Agreement pursuant to **Section 7.2**, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable.

7.4. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.2, Section 5, Section 6, Section 7.3, this Section 7.4, Section 8, Section 9, Section 10, Section 11, and Section 13.**

8. Representations and Warranties.

8.1. Representations and Warranties. Customer represents and warrants to Polco that it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; and Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Polco and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law. Additionally, Customer represents and warrants that Customer will use (and will cause any Authorized Users to use) the Services and Polco Materials only in compliance this Agreement, and all applicable laws and regulations.

8.2. DISCLAIMER OF WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS" AND POLCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND POLCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, POLCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ANY THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY

THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Indemnification.

9.1. Indemnification.

(a) Customer shall indemnify, hold harmless and defend Polco and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses, liability, claims, damages, actions, penalties, costs, or expenses of whatever kind, including actual attorneys' fees and the costs of enforcing any right to indemnification under this Agreement (collectively, "**Losses**"), arising out of or relating to (a) any negligent or more culpable act or omission by Customer or any Authorized Users in connection with use of the Services; (b) Customer's or any Authorized User's use of the Services or Polco Materials other than as expressly allowed by this Agreement; and (c) Customer's or any Authorized User's breach of this Agreement;. Customer shall inform Polco as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Polco consents to such settlement in writing.

(b) Polco shall indemnify, hold harmless and defend Customer and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all Losses arising out of or relating to (a) any negligent or more culpable act or omission by Polco in connection with the Services, (b) Polco's breach of this Agreement, and (c) any actual or alleged infringement of a third party's Intellectual Property Rights from the use of the Services or Polco Materials. Polco shall inform Customer as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Customer consents to such settlement in writing.

10. Mitigation.

10.1. **Mitigation.** If any of the Services or Polco Materials are, or in Polco's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Polco Materials is enjoined or threatened to be enjoined, Polco may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Polco Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Polco Materials, in whole or in part, to make the Services and Polco Materials non-infringing, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Polco Materials, and require Customer to immediately cease any use of the Services and Polco Materials or any specified part or feature thereof. **THIS SECTION 10.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND POLCO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND POLCO MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.**

11. Limitations of Liability.

11.1. **EXCLUSION OF DAMAGES.** EXCEPT FOR BREACHES OF **SECTION 6**, IN NO EVENT WILL POLCO OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE

OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2. CAP ON MONETARY LIABILITY. EXCEPT FOR BREACHES OF **SECTION 6**, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF POLCO AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID BY THE CUSTOMER TO POLCO WITHIN THE IMMEDIATELY PRECEDING 12 MONTHS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Force Majeure. In no event will Polco be liable or responsible to Customer, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Polco's reasonable control (a "**Force Majeure Event**"), including, but not limited to, failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, acts of God, pandemics, epidemics or health emergencies, natural disasters, fire, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside Polco's reasonable control, whether or not otherwise enumerated. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

13. General Provisions.

13.1. Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

13.2. No Agency. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

13.3. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

13.4. Entire Agreement. This Agreement, including all Schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13.5. Assignment. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Polco's prior written consent, which shall not be unreasonably withheld. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. Polco shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Customer's prior written consent unless such assignment or transfer is to an affiliate or in connection with a sale of all or substantially part of Polco's business to which such rights and obligations pertain. This



Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13.6. **Notices.** Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this **Section 13.6**):

If to Polco: Policy Confluence, Inc.
8001 Terrace Avenue, #201
Middleton, WI 53562
E-mail: alex@polco.us
Attention: Alex Pedersen, Chief Financial Officer

If to Customer: Village of Maywood
40 Madison St.
Maywood, IL 60153

E-mail: cwells-armstrong@maywood-il.org
Attention: Chasity Wells-Armstrong, Village Manager

Notices sent in accordance with this **Section 13.6** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.7. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

13.8. **Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.9. **Governing Law; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. The parties submit all of their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state and/or federal courts located in Dane County, the State of Wisconsin.

13.10. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13.11. **Equitable Relief.** Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under **Section 3.2** or **Section 6** would cause Polco irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach



or threatened breach, Polco will be entitled to equitable relief, without any requirement to post a bond. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

13.12. Counterparts. This Agreement may be executed in counterparts, including by facsimile or pdf, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. Insurance Requirements

- 14.1 Comprehensive General Liability. The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate

Policies described above shall be for the mutual and joint benefit and protection of the Consultant and the Client.

- 14.1.1 Other Insurance. The Consultant shall procure and keep in force during the term of the Agreement Worker's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.
- 14.1.2 Prior to commencement of Services, Polco may require that the Consultant furnish to the Client certificates of insurance policies evidencing the required coverages if the Client so desires.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Enterprise Services Agreement as of the date first above written.

POLICY CONFLUENCE, INC.

By: _____
Name:
Title:

CUSTOMER:

By: _____
Name: _____
Title: _____



SCHEDULE A

SERVICES AND FEES

An invoice for a total of \$13,850 will be created by Polco on signing of this contract. Standard payment terms are Net 30, but can be extended upon request.

Scope of Work:

Item & Description	Unit Price
<p>ARPA Level 2</p> <p>The ARPA Engagement Package is only available to those with a premium or performance subscription. It includes a survey of residents and business owners/managers, sent out twice each year of your subscription. The Package focuses on building a panel of respondents to continue to engage with, tracking needs and progress over time, online interactive reporting, and opportunities to learn about best practices and engage with other local government leaders through our Polco Connect online forum and semi-annual next steps workshops. There will be two essential parts to the outreach: (1) the client will send invitations through their communication channels with guidance on best practices and (2) Polco will help supplement the client's outreach by sending invitations to a representative sample of residents and businesses to invite them to complete the survey and join your panel. The target goal of this joint effort is to add 200-400 stakeholders to your panel in the first iteration, and add 100 or more each iteration.</p>	<p>\$8,000.00/ year after 20% discount</p>
<p>Polco Premium</p> <p>The Polco Premium Plan allows you to engage with residents in a way that is convenient for</p>	<p>\$5,500.00/ year for 1 year</p>

<p>them to ensure more voices engage, and that they engage in a civil way. You can create as many of your own short surveys or polls as you would like and build a following to allow for quick input and continued engagement. You can have up to 10 administrators on Polco and we would encourage you to share administrative seats with other departments and especially those on your communications team.</p> <ul style="list-style-type: none"> Premium Features Custom Profile Unlimited Content 10 Administrator Seats Resident Verification Guest Responses Demographic breakdowns Geographic Maps Access to Full Library of Polls and Surveys Results Filtered by Verification Status Advanced Survey Creation Options Custom Geographic Areas 	
<p>Paper Surveys per 100 (too keep at city hall) Paper ARPA surveys to keep on hand at city hall. Paper survey data must be entered into Polco by staff</p>	<p>\$350.00</p>
<p>Total</p>	<p>\$13,850.00</p>

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN ENTERPRISE SERVICES AGREEMENT
WITH POLICY CONFLUENCE, INC. (D/B/A POLCO & NATIONAL RESEARCH CENTER, INC.)
REGARDING ARPA ENGAGEMENT PACKAGE LEVEL 2 SERVICES**

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 18th day of January, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of January, 2022.

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 January, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]