



**SPECIAL VILLAGE BOARD MEETING  
OF THE BOARD OF TRUSTEES  
VILLAGE OF MAYWOOD  
TUESDAY, SEPTEMBER 1, 2020  
AT 7:00 PM  
40 MADISON ST.  
MAYWOOD, IL 60153**

**Physical attendance at this public meeting is limited to 50 individuals or 50% occupancy, with priority given to Village officials, Village staff and consultants.**

**The public is encouraged to stay at home and watch and listen to the public meeting via electronic means.**

**Public comments 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](mailto:cthompkins@maywood-il.org) or [tpavlik@maywood-il.org](mailto:tpavlik@maywood-il.org) and/or faxing to (708) 681-8818.**

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

**Live Stream at Village Website Home Page: Go to [www.maywood-il.org](http://www.maywood-il.org) and Click "Video On Demand".**

**AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance to the Flag**
- 5. Approval of minutes for Special Village Board Meeting and Public Hearing Minutes of the Board of Trustees Tuesday, August 18, 2020.**
- 6. Oaths, Reports, Proclamations, Announcements and Appointments**
- 7. Finance Management Report(s):**
  - A. Approval of Village of Maywood Warrant List No. 200497 through August 26, 2020 in the amount of \$18,436.48..
- 8. Mayor's Report and Theme: "A SHIFT IS COMING, THINGS ARE CHANGING IN OUR FAVOR, WHEN THE PEOPLE GET A MIND TO WORK"**
  - A. Consideration for the Village Board to approve sponsoring an ad in Proviso Missionary Baptist Church advertising book for Bishop Dr. Charles Porter and Lady Earnestine Porter celebrating their 48th Year Anniversary on Founder's Day Sunday, September 13, 2020.
  - B. Consideration to approve invoice to Perry Randall in the amount of \$600.00 pursuant to rendering Music in the Park event held in Veterans Memorial Park August 21, 2020.
  - C. Consideration to approve invoice to Simple Sanitation/Honey Bucket for rental and delivery of a Portable Toilet Unit and hand sanitizer dispenser in the amount of \$170.00 pursuant to the Safe Summer Music in the Park event August 21, 2020.
  - D. Consideration to approve invoice to Bags in Bulk in the amount of \$2,486.40 for the Safe Summer Annual Backpack give-a-way event held in Veteran Memorial Park August 22, 2020.
  - E. Consideration to approve invoice to JSN Industries USA, Inc. (J 4 Jumping Beans) in the amount of \$445.00 for rental of tents, tables and chairs for Music in the Park event held in Veterans Memorial Park August 21, 2020.
  - F. Consideration to approve and provide financial support to Nate Comic Inc. in the amount of \$5,000.00 for their Community Youth Counseling and Safe Zone Program.  
Note: This agenda item was presented at the August 18, 2020 Board Meeting but not discussed.
  - G. Consideration to approve the purchase and issuance of a cell phone to the Board of Fire and Police Commissioner secretary for commission business.  
Note: This agenda was presented at the August 18, 2020 Board Meeting but not discussed.

H. Consideration to move the approval of Athletic Konnection (AK) Park Usage Agreement from 2020 to 2021 for the village baseball fields due to COVID-19.

Note: This agenda item was presented at the August 18, 2020 Board Meeting but not discussed.

I. Items to be placed as questions for staff:

- 1) What is the status on railroad train issue (crossing has been held up for more than 20 minutes at a time).
- 2) How many police officers do we have?
- 3) Has the Village collected any funds as a result of officers reimbursing Village for leaving prior to their 5 year commitment?

**9. Public Comments:**

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

A. Consideration for Board approval pursuant to MPD Proposal No. 22 to effect cleaning the Rubber Berm Trap (RBT) mining for the police department firearm range. The total expense is \$7,650.

**11. Village Attorney Report:**

A. Memorandum regarding the status of *LNR Family Store v. Village of Maywood*, dated August 26, 2020 from Klein, Thorpe and Jenkins, Ltd.

**12. Omnibus Agenda Items:**

A. Approval of a payment to Cook County Department of Public Health for retail food establishment reports for January 2020 through March 2020 in the amount of \$7,100.00.

B. Approval of payment to Fleet Services for Retail Fuel Purchases for the Village of Maywood in the amount of \$14,344.62.

C. Approval of payment to Kane, McKenna and Associates, Inc. for TIF Professional Services pursuant to the Madison/5th and Roosevelt TIF Amendment in the amount of \$6,168.75.

D. Approval of payment to Pipe-View, LLC for cleaning and televising of approx. 23,000 feet of combined sewers. A majority of the sewers were located within the proposed limits of 2020 Capital Improvement projects, as well as other projects in line for future improvements in the amount of \$17,727.41.

E. Approval of payment to Quicket Solutions for the Annual Subscription Quicket Platform for the Village of Maywood Police Department in the amount of \$24,000.00.

F. Approval of payment to Triggs Construction for the 2020 Alley and Roadway Improvements Project which includes roadway and drainage improvements along 6th Avenue, School Street, Warren Street, Legion Street and Wilcox in the amount of \$405,627.75.

G. A RESOLUTION APPROVING THE SALE OF REAL PROPERTY COMMONLY KNOWN AS 1819 SOUTH 12th AVENUE PURSUANT TO THE ANLAP PROGRAM OF THE VILLAGE OF MAYWOOD (Purchasers: Mr. Murillo and Ms. Rodriguez, owners of 1821 South 12th Avenue, Maywood, Illinois).

H. A RESOLUTION APPROVING THE SALE OF REAL PROPERTY COMMONLY KNOWN AS THE NORTH 13.2 FEET OF 1314 SOUTH 4TH AVENUE PURSUANT TO THE ANLAP PROGRAM OF THE VILLAGE OF MAYWOOD (Purchasers: Gregory Bays and Belinda Bays, owners of 1312 South 4th Avenue, Maywood, Illinois).

I. A RESOLUTION APPROVING THE SALE OF REAL PROPERTY COMMONLY KNOWN AS THE SOUTH 13.2 FEET OF 1314 SOUTH 4TH AVENUE PURSUANT TO THE ANLAP PROGRAM OF THE VILLAGE OF MAYWOOD (Purchasers: Lionel Lusardi and Patricia Lusardi, owners of 1316 South 4th Avenue, Maywood, Illinois).

J. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$385,858.50 TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK.

K. AN ORDINANCE APPROVING CHANGE ORDER NUMBER 1 TO PAVEMENT STRIPING CONTRACT WITH MARK-IT STRIPING, INC. FOR MADISON STREET / FIFTH AVENUE TIF

DISTRICT PAVEMENT STRIPING PROJECT AND AUTHORIZING THE EXPENDITURE OF MADISON STREET / FIFTH AVENUE TIF DISTRICT FUNDS FOR SUCH CHANGE ORDER WORK.

- L. AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE VILLAGE'S SHARE OF A FACADE IMPROVEMENT PROJECT (Facade Improvements by Neder Capital Services, LLC at 1416 South 5th Avenue Maywood, Illinois).
- M. A RESOLUTION AUTHORIZING AND CONSENTING TO A COOK COUNTY CLASS 6(B) PROPERTY TAX RATE DESIGNATION FOR THE PROPERTIES COMMONLY KNOWN AS 114 SOUTH 8TH AVENUE, 810 ST. CHARLES ROAD AND 110 SOUTH 8TH AVENUE, MAYWOOD, ILLINOIS (A.V.W. Equipment Co., Inc.)
- N. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AND SUB-RECIPIENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND COOK COUNTY, ILLINOIS FOR CORONAVIRUS RELIEF FUNDS.
- O. RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PLAT OF RE-SUBDIVISION FOR THE 126 SOUTH 13TH AVENUE PROPERTY.

**13. New Business:**

- A. Request for Proposals for Municipal Towing Services, with a cover memo dated August 26, 2020 from Klein, Thorpe and Jenkins, Ltd.
- B. Discussion and consideration to approve Proclamation for National Suicide Prevention plus Action, Awareness and Education. (Trustee N. Booker)

**14. Old Business:**

- A. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND ADDENDUM TO THE 2018/2019 EMPLOYMENT AGREEMENT ENTERED INTO WITH WILLIE NORFLEET, JR.,  
Note: Information will be distributed in Closed Session.
- B. Further discussion regarding renaming the Facade Program to the Business Improvement Program and expanding the program to include: roofing, parking lot repairs, architectural designs, electrical, plumbing and HVAC and landscape design. This item was presented at the August 18, 2020 Board Meeting but not discussed. (Trustee Brandon)
- C. Material regarding Honorary Street Designations: Section 31.35 (Traffic and Safety Commission) of Maywood Village Code; Village of Maywood Honorary Designation of a Public Facility or Right-of-Way Application and attached policy; and a memorandum dated August 6, 2014 from Klein, Thorpe and Jenkins, Ltd.  
Note: This agenda item was presented at the August 18, 2020 Board Meeting.

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

**16. For Information Only**

**17. Closed Meeting Session**

- A. The appointment, employment, compensation, discipline, performance or dismissal of a specific employee of the public body or legal counsel for the public body (5 ILCS 120/2/(c)(1))

**18. Adjournment**

cc: Mayor Edwenna Perkins  
Trustees:  
Nathaniel G. Booker  
Isiah Brandon  
Miguel Jones  
Melvin L. Lightford  
Antonio Sanchez  
Kimyada Wellington

Village Clerk  
Village Manager

Viola Mims  
Willie Norfleet, Jr.

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster Proclamation dated August 21, 2020 (Phase 4 Restore Illinois Plan), and Executive Order 2020-52 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of Phase 4 of the "Restore Illinois" Plan (Community Revitalization Order - COVID-19 E.O. No. 48).

**VILLAGE OF MAYWOOD  
BOARD OF TRUSTEES  
SPECIAL BOARD MEETING AND PUBLIC HEARING MINUTES  
TUESDAY, AUGUST 18, 2020**

**Call to Order**

The Special Regular Board Meeting of Tuesday, August 18, 2020 was called to order by Mayor Edwenna Perkins at 7:04 P.M. in the Council Chambers at 125 South 5<sup>th</sup> Avenue, Maywood, IL 60153.

**Roll Call**

Upon roll call by Viola Mims, Village Clerk, the following answered **Present:** Mayor Edwenna Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington (via telephone), M. Lightford (via telephone) and Trustee N. Booker. **Absent:** None

**Staff Attendance:**

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

**Invocation** - Trustee Brandon

**Pledge of Allegiance to the Flag**

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

**Approval of minutes for the Regular Board Meeting of the Board of Trustees on Tuesday, July 14, 2020.**

**Motioned by Trustee Brandon and Seconded by Trustee Sanchez to approve the minutes for the Special Regular Board Meeting of Tuesday, July 14, 2020.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carried**

**Oaths, Reports, Proclamations, Announcements and Appointments**

- Mayor Perkins made announcements of public interest.

**A.** Presentation by auditors, Baker Tilly Virchow Krause, LLP pursuant to Village of Maywood Final Audit Reports for April 30, 2019.

Jason Coyle of Baker Tilly Krause LLP gave an overview of the audit and responded to Board concerns.

**Information Only**

**TIF PUBLIC HEARING**

**Motioned by Trustee Brandon and a Seconded by Trustee Sanchez to recess into the Public Hearing at 7:21 P.M.**

**Roll Call**

Upon roll call by the Clerk Mims, the following answered Present: Mayor Edwenna Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker. Absent: None

**Public Hearing**

- \* **Presentation by Developer (Xsite Real Estate, Inc. and Maywood Equity Group, LLC).** – Mr. Walsh made a brief statement on the project.
- \* **Overview of the Redevelopment Terms by Village Attorney** - Attorney Jurusik summarized the terms of the project.
- \* **Comments and recommendation by Village Staff** - Ms. Smith summarized the recommendations.

- \* **Questions and discussion by Village Members** - Mayor Perkins and the Trustees made comments and Mr. Myers made comments and responded to concerns.
- \* **Questions by public** - Village residents made comments
- \* **Final Statement by Developer** - Mr. Walsh made a brief statement.
- \* **Discussion of Alternate Development Proposals for the property submitted by other interested parties** - None
- \* **Recommendation by Village Board Members** - None

**Public Comments** – None

**Adjournment:**

**Motioned by Trustee Brandon and Seconded by Trustee Jones to close the public hearing and reconvene the Special Board Meeting at 8:29 p.m.**

**Discussion:** None

**Ayes:** (by a voice vote) Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

TIF Public Hearing on Proposed Real Estate Development at Southeast Corner of 1st Avenue and Ohio Street (221 North 1st Avenue Property) by Developer: Maywood Equity Group, LLC (Associated with Xsite Real Estate, Inc.) - and Action on the Redevelopment Agreement:

**A.** Agenda for TIF Public Hearing regarding a proposed Redevelopment Agreement for the construction and operation of a commercial building, drive-thru facility and related infrastructure and parking and landscaping improvements for retail and commercial uses located in the former St. Charles Road Tax Increment Financing District at the southeast corner of 1st Avenue and Ohio Street (221 North 1st Avenue).

**No Action Required**

**B.** Redevelopment Agreement for the construction and operation of a commercial building with a drive-thru facility and related infrastructure and parking and landscaping improvements for a restaurant use located in the former St. Charles Road Tax Increment Financing District at the southeast corner of 1st Avenue and Ohio street (221 North 1st Avenue) with its Exhibits, including Legal Description of Property (Exhibit "A"), 2020, Preliminary Development Plans (Group Exhibit "B"), No Further Remediation Letter Dated May 5, 2009 ("2009 NFR Letter") Issued by the Illinois Environmental Protection Agency ("IEPA") (Exhibit "C"), Real Estate Sales Contract (Exhibit "D"), Temporary Access Agreement for Environmental Assessment (Exhibit "E"), Final Development Plans (Group Exhibit "F") Disclosure Affidavit (Exhibit "G") and List of Prohibited Uses (Exhibit "H").

**No Action Required**

**C.** Ordinance Authorizing the Approval and Execution of the Redevelopment Agreement between the Village of Maywood and Maywood Equity Group, LLC for the sale and redevelopment of the southeast corner of 1st Avenue and Ohio Street (221 North 1st Avenue, Maywood, Illinois), with a cover memo dated August 12, 2020 from Klein, Thorpe and Jenkins, Ltd. (Note: The RDA and its Exhibits will be attached to the Ordinance as Exhibit "A" Upon Approval).

**Motioned by Trustee Booker and seconded by Trustee Jones to move the item to Closed Session to discuss the price. Motion withdrawn.**

**Discussion:** Trustees Brandon and Jones made comments. Mr. Walsh responded.

**Motioned by Trustee Brandon and Seconded by Trustee Jones to approve an Ordinance Authorizing the Approval and Execution of the Redevelopment Agreement between the Village of Maywood and Maywood Equity Group, LLC for the sale and redevelopment of the southeast corner of 1st Avenue and Ohio Street (221 North 1st Avenue, Maywood, Illinois).**

**Discussion:** None

**Ayes:** Mayor Perkins, Trustees M. Jones and A. Sanchez

**Nays:** Trustees I. Brandon, K. Wellington, M. Lightford and N. Booker

**Abstain:** None

**Absent:** None

**Motion Failed**

**Finance Management Report(s)**

- A. Approval of Village of Maywood Warrant List No. 200496 through August 10, 2020 in the amount of \$1,339,601.01.

**Motioned by Trustee Brandon and Seconded by Trustee Sanchez to approve Warrant List No. 200496 through August 10, 2020 in the amount of \$1,339,601.01.**

**Discussion:** Trustee Booker questioned Magnus and Anderson's rates and Check No. 102968. Trustee Wellington sought clarity for Check No. 103005. Mr. Norfleet, Mr. Myers, Ms. Satchell and Trustee Jones responded and/or made comments.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- B. Discussion pursuant to Village of Maywood Open Invoices Report as of August 10, 2020 in the amount of \$373,312.25.

Trustee Booker mentioned Invoice No. 1010

**No Action required**

**Mayor's Report and Theme: "A shift is coming; things are changing in our favor, when the people get a mind to work."**

- A. Further discussion regarding the Village of Maywood being in technical non-compliance relative to General Obligation, Corporate Purpose Refunding Bonds, Series 2015 (the "Bonds"). This item was presented at the July 14, 2020 Board Meeting.

**Item tabled to the next meeting.**

- B. Consideration to approve the Village of Maywood to partner in the Black Houses Matter Program with the Cook County Treasurer Maria Pappas.

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

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- C. Consideration to approve and provide financial support to Nate Comic Inc. in the amount of \$5,000.00 for their Community Youth Counseling and Safe Zone Program.

**Tabled to the next meeting.**

- D. Consideration to approve the purchase and issuance of a cell phone to the Board of Fire and Police Commissioner secretary for commission business.

**Tabled to the next meeting.**

- E. Consideration to move the approval of Athletic Konnection (AK) Park Usage Agreement from 2020 to 2021 for the Village baseball fields due to COVID-19.

**Tabled to the next meeting.**

- F. Items to be placed as questions for staff:

1) What is the status on rail road train issue (crossing has been held up for more than 20 minutes at a time).

2) How many police do we have?

3) Has the Village collected any funds as a result of officers reimbursing Village for leaving prior to their 5 year commitment?

**Tabled to the next meeting.**

- G. Discussion and approval to move Mariella's Banquet Hall #1 located at 124 So. 5th Avenue, Class J and Class N Liquor License Application; and Mariella's Banquet Hall #2, located at 134 S. 5th Avenue, Class N Liquor License Application to move to the Local Liquor Commission for review and consideration.

Mr. Myers gave a summary of the request.

**Motioned by Trustee Booker and Seconded by Trustee Sanchez to move this item to the Liquor Control Commission.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** Trustee Sanchez (Recuse)

**Motion Carries**

**Public Comments** - Comments were made by G. Clay, T. Dorris, E. Roman, S. Venson, M. Jones, C. Vandiver and P. Evans. **Response to Public Comments** – Mr. Norfleet.

**Village Manager’s Report**

- A. Discussion and consideration to approve quote received from P.J.D. Electric Sales, Inc. for replacement of light poles in the Village of Maywood in the amount of \$23,440.00. Public Works is recommending acceptance of this quote, with a waiver of the bid process.

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

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- B. Consideration from Public Works Director requesting approval of additional Change Order from the Madison/5th Avenue TIF for pavement marking services in the amount of \$11,193.69. Other areas and additional markings became necessary to complete throughout the district which increased the total expenditures to \$45,831.38 instead of the original amount for this service \$34,637.69.

**Item approved in the Omnibus**

- C. Discussion and consideration regarding proposals received for the 2020 Green Infrastructure Alley Improvements Project in the Village of Maywood. (HE)

**Item approved in the Omnibus**

- D. Discussion and consideration regarding application (Exhibit 1) submitted by the owner of 1821 So. 12th Avenue for purchase of the Village Owned Property located at 1819 South 12th under the ANLAP program. Recommendation for the Village Board to approve the sale of the substandard Village-owned vacant lot and provide resolution to Mr. Murillo and Ms. Rodriguez purchase for \$500.00 under the terms and conditions of the Adjacent Neighbor Land Acquisition Program.

Ms. Smith gave a brief summary of the request.

**Motioned by Trustee Jones and Seconded by Trustee Brandon to approve.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** Trustee I. Brandon (temporary)

**Motion Carries**

- E. Discussion and consideration regarding the Village of Maywood Improvement Program for local businesses. The recommendation is for authorization for 1416 South 5<sup>th</sup> Avenue participation in the Façade Improvement Program with the approval of payment not to exceed \$25,000.00.

Ms. Smith gave a summary of the request.

**Motioned by Trustee Brandon and Seconded by Trustee Jones to allow to participate in the Façade Program and not to exceed \$25,000.00**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- F. Discussion and consideration regarding AVW Equipment Inc. – Cook County 6B Request for Resolution. AVW's representative will provide the Village Board with an overview of their application and projected tax information.

Ms. Smith and Mr. Reveliotis summarized the request for the 6B application for the expansion portion of the property.

**Motioned by Trustee Brandon and Seconded by Trustee Sanchez to move forward with this item.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- G. Consideration to approve a Pavement Marking Machine for the Public Works Department. A quote from the Braun Group for a Graco Line Lazor Gas Airless Stripper with Manual Gun was received at a cost for purchase in the amount of \$8,410.00.

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

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- H. Discussion and consideration regarding Sale of substandard Village-owned property located at 1314 South 4th Avenue conveyance of the North 13.2 feet to Mr. and Mrs. Gregory Bays under the terms and conditions of the Adjacent Neighbor Land Acquisition Program and conveyance of the South 13.2 feet to Mr. and Mrs. Lusardi under the terms and conditions for the Tax Reactivation Program I.

Ms. Smith gave a brief summary of the request.

**Motioned by Trustee Booker and Seconded by Trustee Sanchez to move forward with this item.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- I. Consideration for Police Chief Val Talley to recognize Officer Donna Herrera for her efforts to prevent a suicide while assisting another agency.

Chief Talley gave a presentation.

- J. Consideration for Police Chief Val Talley to recognize "IKE" 9-1-1 Telecommunicators for their efforts during the recent high windstorm.

Chief Talley gave a presentation.

- K. Discussion and approval of the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Fund with Cook County.

Mr. Norfleet mentioned the Village qualifies for a reimbursement of \$685,513.71.

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

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** Trustee I. Brandon (temporary)

**Motion Carries**

- L. Consideration to approve a zoning review of 126 South 13th Avenue to see if once subdivided. This Parcel is zoned R-3 Two Family Residential Zoning District.

Mr. Lara and Ms. Smith gave an overview of the request.

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

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- M. Discussion and consideration regarding 316 Randolph Street Proposed Assisted Living Facility Zoning Variance - Requested extension.

Mr. Lara gave an overview of the request.

**Motioned by Trustee Brandon and Seconded by Trustee Booker to extend the project with the exception of the generator.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

**Village Attorneys Report:** None

#### **Omnibus Agenda Items**

**Motioned by Trustee Brandon and Seconded by Trustee Sanchez for the approval of the Omnibus Agenda Items A – DD: with the exception of Item DD.**

**A.** Approval of a payment to Accu-tron Computer Service for computer consulting services for the month of August 2020 in the amount of \$6,300.00. **B.** Approval of payment to Allied Waste Service for garbage and roll-over services for the months of June and July 2020 in the amount of \$163,718.85. **C.** Approval of payment to AT&T for monthly phone services June 25th through July 24, 2020 in the amount of \$5,072.52. **D.** Approval of payment to Atlas Bobcat, LLC for repair service to the Bobcat for the Village of Maywood Public Works Department in the amount of \$7,655.59. **E.** Approval of payment to Blue Cross Blue Shield for Health Insurance Premiums for the month of August 2020 in the amount of \$286,950.72. Finance Department states this item has already been paid. **F.** Approval of payment to City of Chicago for water services provided to the Village of Maywood from May 18, 2020 to June 16, 2020 in the amount of \$302,171.27. **G.** Approval of payment to Denler, Inc. for fiberized crack filler applied to 5th Avenue from Madison to Oak for the Village of Maywood Public Works Department in the amount of \$14,062.70. **H.** Approval of payment to Hancock Engineering for engineering services provided for the Roosevelt Road Water Main Replacement Project rendered for the Village of Maywood Public Works Department in the amount of \$54,150.00. **I.** Approval of payment to First Insurance Funding for General Liability Insurance installment payment due August 1, 2020 in the amount of \$14,898.45. Finance Department states this item has been already paid. **J.** Approval of payment to H&H Electric Company for Street Light Maintenance and Repair for the Village of Maywood Public Works Department in the amount of \$15,959.77. **K.** Approval of payment to Illinois Environmental Protection Agency (IEPA) for the FY-2021 Annual NPDES Program fee for service period July 1, 2020 to June 30, 2021 in the amount of \$5,000.00. **L.** Approval of payment to Mark-it Striping for various street pavement markings for the Village of Maywood Public Works Department in the amount of \$45,831.38 - with bid waiver. **M.** Approval of payment to Municipal Employee V.E.B.A. Trust for Health and Dental Insurance Premiums for the month of August 2020 in the amount of \$94,239.86. **N.** Approval of payment to Nafisco, Inc. for the purchase of street signs and posts for the Village of Maywood Public Works Department in the amount of \$10,720.00 - with bid waiver. **O.** Approval of payment to Ramrod Distributors for COVID-19 cleaning supplies for the Village of Maywood Police Department in the amount of \$7,356.00. **P.** Approval of payment to Roy Strom Company for wheel loader and operator for the Village of Maywood Public Works Department in the amount of \$12,277.00 - with bid waiver. **Q.** Approval of payment to Unique Plumbing for repairs and water main break in the Village of Maywood for the Maywood Public Works Department in the amount of \$45,148.95 - with bid waiver. **R.** Approval of payment to Village of Melrose Park for water services provided from the Village of Melrose Park to the Village of Maywood in the amount of \$52,045.32. **S.** An Ordinance Amending Various Sections of the Village of Maywood Zoning Ordinance with Respect to Adult-Use Medical Cannabis Business Establishments, Adopting the Recreational and Medical Cannabis Overlay Zoning District ("RMC" District"), Designating Certain Areas of Real Property within the RMC District and Approving Updated Versions of the Village's Official Zoning Map and Submap Relative to the RMC District and Adult-Use and Medical Cannabis Business Establishments allowed to Operate within the RMC District. **T.** An Ordinance Approving the Official Zoning Map and Submap for RMC Recreational and Medical Cannabis Overlay Zoning District of the Village of Maywood as Incorporated into Section 151.02 (Official Plan) of the Maywood Village Code.

**U.** A Resolution Approving and Authorizing Execution of Bid Response and Construction Contract between the Village of Maywood and Schroeder Asphalt Services, Inc. in the of \$39,151.50 to complete the 2020 Asphalt Pavement Patching Program and Authorizing the Expenditure of General Funds to pay for the work. **V.** A Resolution Approving and Authorizing Execution of a Bid Response and Construction Contract between the Village of Maywood and Strada Construction Company in the amount of \$46,440.00 to Complete the 2020 Sidewalk Program and Authorizing the Expenditure of General Funds to pay for the work. **W.** A Resolution Approving and Authorizing the Execution of a Bid Response and Construction Contract Between the Village Of Maywood and Unique Plumbing Company, Inc. in the amount of \$838,654.00 to complete the Roosevelt Road Water Service Transfer Improvements and Authorizing the Expenditure Of Roosevelt Road TIF Funds and General Funds to pay for the work (Location: Roosevelt Road Between 10th Avenue and 1st Avenue). **X.** A Resolution Approving and Authorizing Execution of a Bid Response and Construction Contract between the Village of Maywood and J. Nardulli Concrete, Inc. in the amount of \$768,722.50 to complete the 2020 Green Infrastructure Alley Improvements Project and Authorizing the Expenditure of MWRD Grant Funds and General Funds to pay for the work. **Y.** A Resolution Approving and Authorizing the Execution of a Bid Response and Construction Contract Between the Village of Maywood and Unique Plumbing Company, Inc. in the amount of \$478,489.25 to complete the 2020 Resurfacing and Water Main Improvements Project and Authorizing the Expenditure of General Funds to pay for the work. **Z.** A Resolution Approving the Sale and Redevelopment of Real Properties Commonly known as 302 South 7th Avenue and ~~1113 Nichols Lane~~ pursuant to the Tax Reactivation Program (purchaser / developer: Andrew Home d/b/a Andrew Home Design & Renovation, Inc.). **AA.** A Resolution Approving and Authorizing the Execution of a Third Party Administrator Agreement between the Village of Maywood and Insurance Program Managers Group Claims Management Services, L.L.C. Relative to the General Liability (Property and Casualty) Program and Workers' Compensation Program (May 1, 2020 to May 1, 2021). **BB.** Motion to approve Settlement Agreement and General Release of Claims regarding - 144 S. 9th avenue Wrongful Demolition Claim. **CC.** Statement for Legal Services for June 2020 Pertaining to General Matters, in the amount of \$2,487.50.

**Discussion:** Per Mr. Norfleet, Ms. Smith and Attorney Jurusik, Item Z – 1113 Nichols Lane is being removed.

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

#### **Pulled Item(s)**

- DD.** Statement for Legal Services for June 2020 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of \$22,709.68.

Clerk Mims questioned charges regarding Clerk's Office on Page 706 for June 2 and June 3, 2020.

**Motioned by Trustee Brandon and Seconded by Trustee Brandon to table the item.** An amended motion follows:

**Motioned by Trustee Jones and Seconded by Trustee Booker to table the .3 hours in question.**

**Discussion:** None

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

**Nays:** Mayor Perkins

**Abstain:** None

**Absent:** None

**Motion Carries**

#### **New Business**

- A. Discussion and consideration on Code Enforcement and Public Works community maintenance and code enforcement care. No attachments

**Item tabled to the next meeting**

- B. Discussion and consideration on missing signs on residential streets.

\* Conversation will consist of signs missing and/or needed throughout the community and what steps are needed to make fulfillment of need a reality. (Trustee Sanchez)

**Item tabled to the next meeting**

- C. An Ordinance Amending Section 121.02 (Permit Required) of Chapter 121 (Garage Sales) of Title Xi (Business Regulations) of the Maywood Village Code Relative to Transferring the Garage Sale Permit Application and Permit Issuance Process from the Community Development Department to the Office of the Clerk of the Village.

**Item tabled to the next meeting**

- D. A Resolution Approving and Authorizing Execution of a Professional Engineering Services Agreement Between the Village of Maywood and The Edwin Hancock Engineering Company Relative to the Emergency Water Inter-Connection Replacement Project in Maywood, Illinois and for the Appropriation and Expenditure of Roosevelt Road Tax Increment Financing District Funds, General Funds and Water System Fund Monies to pay for the Design Engineering Services and Construction Engineering Services Related to the Project (Location: 10th Avenue and Roosevelt Road).

**Motioned by Trustee Sanchez and Seconded by Trustee Jones to approve.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

- E. A Resolution Approving and Authorizing Execution of an Intergovernmental Agreement Between the Village of Maywood and the Village of Broadview for Construction, Operation, Inspection and Maintenance of an Emergency Water Interconnection (Location: 10th Avenue and Roosevelt Road).

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

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

#### **Old Business**

- A. Further discussion regarding renaming the Facade Program to the Business Improvement Program and expanding the program to include roofing, parking lot repairs, architectural designs, electrical, plumbing and HVAC and landscape design. This item was presented at the July 14, 2020 Village Board Meeting. (Trustee I. Brandon)  
**Item tabled to the next meeting**
- B. Discussion and consideration regarding 1st Avenue and Ohio Street - Development. Motion to allow staff and the Village Attorney to work with Xsite Real Estate Developers to draft a Redevelopment Agreement to acquire (Parcel C) for the proposed restaurant use and drive thru. (Trustee Lightford)  
**Item tabled to the next meeting**
- C. Discussion and consideration by Trustee Booker to present MyCivic, a comprehensive mobile app designed to promote Civic Engagement and MyCivic 311, a comprehensive management system designed to enhance citizen engagement by giving citizens the power to report issues, ask questions, and monitor resolutions 24/7/365.  
**Item tabled to the next meeting**
- D. Material regarding Honorary Street Designations: Section 31.35 (Traffic Safety Commission) of Maywood Village Code; Village of Maywood Honorary Designation of a Public Facility or Right-of-Way Application and attached policy; and a memorandum dated August 6, 2014 from Klein, Thorpe and Jenkins, Ltd.  
**Item tabled to the next meeting**
- E. A Resolution Approving and Authorizing the Execution of a Second Addendum to the 2018/2019 Employment Agreement Entered into with Willie Norfleet, Jr.

**Motioned by Trustee Jones to approve \$15,000. Died due to lack of a second**

**Motioned by Trustee Booker and Seconded by Trustee Sanchez to table to the next meeting.**

**Discussion:** None

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

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carries**

**Board of Trustees Comments: Item tabled to the next meeting**

**For Information Only:** None

**Closed Session:**

**Motioned by Trustee Brandon and Seconded by Trustee Jones to table all items that have not been acted on at this time, except Item 15E and recess into Closed Session at 11:45 P.M for the purpose of discussing:**

- B. Probable or imminent litigation (5 ILCS 120/2(c)(11)).
- C. The appointment, employment, compensation, discipline, performance or dismissal of a specific employee of the public body or legal counsel for the public body (5 ILCS 120/2/(c)(1))

**Discussion:** None

**Ayes:** (by the voice) Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

**Nays:** None

**Abstain:** None

**Absent:** None

**Motion Carried**

**Motioned by Trustee Jones and Seconded by Trustee Sanchez to close the Closed Session and reconvene the Special Board meeting at 1:07 A.M.**

**Adjournment**

Mayor Perkins and the Board of Trustees adjourned the August 18, 2020 Special Regular Board Meeting with a Motion by Trustee Jones and a Second by Trustee Sanchez at 1:09 A.M. in the Village of Maywood Council Chambers.

**The Vote was affirmed unanimously by the Board of Trustees at 1:09 A.M.**

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**Edwenna Perkins, Mayor**

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**Viola Mims, Village Clerk**

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

**VILLAGE OF MAYWOOD**

**Warrant List #200497 through August 26, 2020**

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Village Manager

Attest

\_\_\_\_\_  
Clerk

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103128	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 7/27-8/7	POLICE & FIRE COMMISSION	800.00
Total 103128:				800.00
103129	BETTYE J. BROWN	VMO-TEMP RCPTIONIST	HUMAN RESOURCES	1,200.00
Total 103129:				1,200.00
103130	Caroline Gibson	FLOOD CONTROL	WATER & SEWER MAINTENANCE	1,750.00
Total 103130:				1,750.00
103131	CLIFFE PRINTING COMPANY	FIR-LETTERHEAD	FIRE	152.00
Total 103131:				152.00
103132	DAVE MYERS	REIMB. WATER	CODE ENFORCEMENT	25.15
Total 103132:				25.15
103133	EDGAR LARA	REIMB.OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	55.27
Total 103133:				55.27
103134	ESRI, INC.	GIS SUBSCRIPTION	COMMUNITY DEVELOPMENT	400.00
Total 103134:				400.00
103135	GERARDO GUZMAN	CODE CLASS REINBURSEMENT	CODE ENFORCEMENT	100.00
Total 103135:				100.00
103136	JEREMIAH BROWNLEE	CENSUS - STAGE SET-UP	2020 CENSUS GRANT	1,000.00
Total 103136:				1,000.00
103137	JOHN RICE	DEBRIS/GRASS CUT		2,675.00
103137	JOHN RICE	FENCE REPAIR/SWIMMING POOL	PARKS & RECREATION	300.00
Total 103137:				2,975.00
103138	JSN Industrial USA, Inc.	EQUIPMENT FOR CENSUS EVENT	2020 CENSUS GRANT	445.00
103138	JSN Industrial USA, Inc.	CENSUS RENTAL EQUIPMENT	2020 CENSUS GRANT	436.60
Total 103138:				881.60
103139	MAGNUS AND ANDERSON	CUT/DEBRIS 6/1 810 S. 12TH		50.00
103139	MAGNUS AND ANDERSON	CUT/DEBRIS 6/8 1010 MAYWOOD DRIVE		50.00
Total 103139:				100.00
103140	NU LIFE TIRE SERVICE	PW-BOBCAT	PUBLIC WORKS	607.50
103140	NU LIFE TIRE SERVICE	PW-TIRES/ROAD SVC	PUBLIC WORKS	70.00
103140	NU LIFE TIRE SERVICE	PW-BOBCAT TIRE/RD SERVICE	PUBLIC WORKS	237.50
103140	NU LIFE TIRE SERVICE	PW-LOADER-NEW TIRE/RD SVC	PUBLIC WORKS	956.50
103140	NU LIFE TIRE SERVICE	PW-247-TIRES/ROAD SVC	PUBLIC WORKS	595.00
103140	NU LIFE TIRE SERVICE	PW-236-TIRES/ROAD SVC	PUBLIC WORKS	70.00
103140	NU LIFE TIRE SERVICE	JOHN DEERE TIRE REPAIR	PUBLIC WORKS	55.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
103140	NU LIFE TIRE SERVICE	LAWNMOWER-TIRE/RD SVC	PUBLIC WORKS	162.50
103140	NU LIFE TIRE SERVICE	PW-232-TIRES/ROAD SVC	PUBLIC WORKS	70.00
103140	NU LIFE TIRE SERVICE	PW-LOADER-NEW TIRE/RD SVC	PUBLIC WORKS	90.00
103140	NU LIFE TIRE SERVICE	PW_BOBCAT?LAWNMOWER	PUBLIC WORKS	330.00
103140	NU LIFE TIRE SERVICE	PW_BOBCAT TIRES?RD SERVICE	PUBLIC WORKS	90.00
Total 103140:				3,334.00
103141	SHEILA WESONGA	C/D-GRANT SERVICE	COMMUNITY DEVELOPMENT	1,100.00
Total 103141:				1,100.00
103142	VICTOR E. PUSCAS, JR.	C/D-ADMIN HEARING OFC SV*08/21/20	COMMUNITY DEVELOPMENT	900.00
Total 103142:				900.00
103143	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	288.46
Total 103143:				288.46
103144	WT Group	DESIGN/CONSTRUCTION ADMIN	PARKS & RECREATION	3,375.00
Total 103144:				3,375.00
Grand Totals:				18,436.48

VILLAGE OF MAYOOD

Warrant List #200498 through August 26, 2020

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Village Manager

Attest

\_\_\_\_\_  
Clerk

PROVISO MISSIONARY BAPTIST CHURCH  
1116 SOUTH FIFTH AVENUE - MAYWOOD, IL 60153

*Patron Sponsorship and AD Book Order Form*

Deadline: September 4, 2020 at 10:00am Service

**FOUNDER'S DAY**  
**BISHOP DR. CLAUDE PORTER AND LADY BISHOP EARNESTINE PORTER'S**  
**48<sup>th</sup> Year Anniversary**

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

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

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

PLEASE BE SPECIFIC REGARDING YOUR SELECTION OF YOUR AD

***PATRONS - SPONSORSHIP LEVELS***

<b>Diamond Sponsor</b>	<b>(back page)</b>	<b>\$1,000.00</b>	_____
<b>Gold Sponsor</b>	<b>(inside first page)</b>	<b>\$ 500.00</b>	_____
<b>Silver Sponsor</b>	<b>(inside second page)</b>	<b>\$ 250.00</b>	_____

**ADVERTISING RATES & SIZES**

<b>Full Page Color</b>	<b>\$ 150.00</b>	_____
<b>Half Page</b>	<b>\$ 75.00</b>	_____
<b>Quarter Page</b>	<b>\$ 50.00</b>	_____
<b>Small Ad / Business Cards</b>	<b>\$ 25.00</b>	_____
<b>Patrons</b>	<b>\$ 10.00</b>	_____

Please attach your camera ready company logo, advertisement or business card.  
Feel free to email your ad to [swhite1016@yahoo.com](mailto:swhite1016@yahoo.com)

Make Checks Payable To: Proviso Baptist Church

Mail Payment To: Proviso Baptist Church; Attn: S. White - P.O. Box 990 - Maywood, IL 60153

*We will be honoring our Bishop & Lady Bishop on Founder's Day for their 48<sup>th</sup> year Anniversary on Sunday, September 13, 2020; starting @ 10:00am via virtual @ [Provisobaptistchurch.org](http://Provisobaptistchurch.org). Please join us.*

*Bishop Dr. Claude Porter; Founder & Overseer  
John F. Harrell; Pastor*

**VILLAGE OF MAYWOOD**  
**CHECK REQUEST FORM**

CHECK RECIPIENT: Perry Randall

ADDRESS: 2108 S 12th AVE

CITY/STATE/ZIP: Maywood IL 60153

AMOUNT OF CHECK: \$600.00

EXPENSE: 01-20-67913

TAX ID#: \_\_\_\_\_

PURPOSE FOR REQUEST: MUSIC IN THE PARK

MUSIC SERVICES

SUBMITTING DEPARTMENT: Mayors Office

INDIVIDUAL SUBMITTING REQUEST: Mayor E. Perkins

AUTHORIZATION: E. Perkins: ajw

FINANCE DIRECTOR: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

VILLAGE MANAGER: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE ATTACH SUPPORTING DOCUMENTATION**

ADDITIONAL REQUEST \_\_\_\_\_



**VILLAGE OF MAYWOOD**  
**CHECK REQUEST FORM**

CHECK RECIPIENT: Simple Sanitation/Honey Bucket

ADDRESS: P O BOX 491

CITY/STATE/ZIP: Elmhurst IL 60126

AMOUNT OF CHECK: \$ 170.00

EXPENSE: 01-21-67913

TAX ID#: \_\_\_\_\_

PURPOSE FOR REQUEST: ~~Music~~ Music in the Park

Port-a-Pottie

SUBMITTING DEPARTMENT: Mayor's office

INDIVIDUAL SUBMITTING REQUEST: Mayor E Perkins

AUTHORIZATION: E. Duane Perkins

FINANCE DIRECTOR: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

VILLAGE MANAGER: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE ATTACH SUPPORTING DOCUMENTATION**

ADDITIONAL REQUEST \_\_\_\_\_

**Simple Sanitation / Honey Bucket**  
P.O. Box 491  
Elmhurst, IL 60126  
630-993-1499  
honeybucketportabletoilets@gmail.com



# INVOICE

**BILL TO**

Village of Maywood  
40 Madison St  
Maywood, IL 60153  
United States

**INVOICE #** 9400

**DATE** 08/21/2020

**TERMS** Due on receipt

---

**JOB ADDRESS**

125 S 5th Ave Maywood, IL 60153

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/21/2020	<b>Delivery &amp; Rental</b>	Delivery & Rental of Special Event Portable Toilet Unit	1	150.00	150.00
08/21/2020	<b>Hand Sanitizer</b>	Hand Sanitizer Dispenser in unit	1	20.00	20.00

---

Please put invoice # on all checks and make them out to Simple Sanitation.  
Thank you.

**BALANCE DUE**

**\$170.00**

We also offer online payments via your email address.  
Thank you for your business and have a nice day

A late fee of 5% per month will be applied for invoices over 30 days past due.

**VILLAGE OF MAYWOOD**  
**CHECK REQUEST FORM**

CHECK RECIPIENT: Bags in Bulk

ADDRESS: 10 W 33rd Street, 11th Flr

CITY/STATE/ZIP: New York, NY 10001

AMOUNT OF CHECK: \$2486.40

EXPENSE: 01-21-~~01~~67913

TAX ID#: \_\_\_\_\_

PURPOSE FOR REQUEST: Safe Summer Annual Backpack  
Give-a-way

SUBMITTING DEPARTMENT: Mayor's Office

INDIVIDUAL SUBMITTING REQUEST: Mayor E. Perleas

AUTHORIZATION: Edmund Perleas

FINANCE DIRECTOR: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

VILLAGE MANAGER: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE ATTACH SUPPORTING DOCUMENTATION**

ADDITIONAL REQUEST \_\_\_\_\_



**INVOICE**

**REMIT TO:**  
 10 WEST 33RD STREET  
 11TH FLOOR  
 NEW YORK, NY 10001  
 TEL. 888-758-BAGS

**OFFICE-SHIPING AND RECEIVING**  
 55 SCHOOL AVENUE  
 SOMERSET, NJ 08873

**Bill To #47010**  
 JONETTE GREENHOW  
 40 MADISON STREET

**Ship To #106578**  
 JONETTE GREENHOW  
 40 MADISON STREET

Village Of Maywood  
 MAYWOOD IL 60155

Village Of Maywood  
 MAYWOOD IL 60155

**NO ANTICIPATION ALLOWED**

Invoice #	Invoice Date	Web Ref #	Terms	Customer PO #	Ship Via	Order Date	Order #
2109194	8/13/20	41958	Net 30	SS08122020	UPG	8/13/20	5244836

Style #	Customer Sku#	Style Description	Quantity	Unit Price	Extended Price
7860SS		BKPK MIDI 8602 / SS7668	192	\$4.45	\$854.40
7934SS		BKPK HT BOYS QUAD /ss7669	192	\$8.50	\$1,632.00
<b>Sub Total</b>					<b>\$2,486.40</b>
<b>Totals</b>			<b>384</b>		<b>\$2,486.40</b>

**B/L # 758308 ORIGINAL ALL PAYMENTS TO NY ADDRESS**

**IMPORTANT - MERCHANDISE RETURNED WITHOUT OUR WRITTEN AUTHORIZATION WILL NOT BE ACCEPTED**  
 NO CLAIMS ALLOWED AFTER 5 DAYS. Goods delivered to Express or Freight are at the risk of the purchaser. If bill is not correct in every respect, please return immediately no changes will be allowed at time of settlement. Reorders subject to price advances based on increases in cost.

**VILLAGE OF MAYWOOD**

**CHECK REQUEST FORM**

CHECK RECIPIENT: JSN Industries USA Inc.  
J4 Jumping Beans

ADDRESS: P O Box 7015

CITY/STATE/ZIP: Westchester IL 60154

AMOUNT OF CHECK: \$ 445.00

EXPENSE: 01-21-67913

TAX ID#: \_\_\_\_\_

PURPOSE FOR REQUEST: Tents - Tables - Chairs

Music In the Park

SUBMITTING DEPARTMENT: Mayor's Office

INDIVIDUAL SUBMITTING REQUEST: Mayor E. Perkins

AUTHORIZATION: E. Perkins

FINANCE DIRECTOR: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

VILLAGE MANAGER: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE ATTACH SUPPORTING DOCUMENTATION**

ADDITIONAL REQUEST \_\_\_\_\_

\_\_\_\_\_

# J 4 Jumping Beans

*More than moonjumps, your Event Rental Resource!*

JSN Industries USA, Inc.  
 PO Box 7015  
 Westchester, IL 60154  
 708-531-1001

## CONTRACT/INVOICE

DATE 8/18/2020  
 CONTRACT# 20200821VlgMywd

**INVOICE TO:**

Village of Maywood  
**Attn: Jonette Greenhow**  
 40 Madison Street  
 Maywood, IL 60153

**DELIVERY LOCATION:**

**Fred Hampton Pool**  
**300 Oak Street**  
**Maywood, IL 60153**

708-450-4492

[jgreenhow@maywood-il.org](mailto:jgreenhow@maywood-il.org)

**Comments or Special Instructions:** Same setup as 8/15/2020, 1 tent on same side as gazebo, 3 tents opposite 1 table and 2 chairs under each tent, 22 chairs setup for social distancing

SALESPERSON	CONTRACT#	SETUP	PICKUP	EVENT	TO RESERVE	TERMS
ktn	20200821VlgMywd	8/21/2020 4:45/5:00pm	8/21/2020 9:00pm	Friday August 21, 2020 6pm-9pm		Upon Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT	AMOUNT
4	10x10 Tents, White	\$85.00	\$340.00	\$340.00
4	6ft Tables	9.50	\$38.00	\$38.00
30	Chairs, Brown Folding	1.40	\$42.00	\$42.00
1	Delivery	25.00	\$25.00	\$25.00
<b>TOTAL</b>				\$445.00
<b>DEPOSIT</b>				
<b>BALANCE DUE</b>				\$445.00

If you have any questions, please contact Kathy Nowicki, 708-531-1001 or sales@j4jumpingbeans.com.

**THANK YOU, we appreciate the opportunity to provide event rentals for you!**

Lessee agrees to be responsible for any damage to Lessor's equipment, if damage is incurred while the equipment is in the possession of the Lessee. Customer agrees to pay cleaning/repair fees as per quoted cost. For damaged items, customer agrees to pay replacement cost as per quoted cost. The Lessee expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that they do so at their own risk and that, if any injury OR illness (ie., COVID-19 or any other) occurs to the person(s) using, operating or renting the equipment, Lessor, it's employees, officers, directors, shareholders, agents, successors and assignees shall not be held liable for any such injuries or illness (COVID-19 or any other) and/or resulting damages and, further shall indemnify Lessor in the event they are held liable for any injuries or illness (COVID-19 or any other) and/or resulting damage. This contract contains the entire agreement between the parties and shall not be modified except in writing and signed by all appropriate parties.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**Nate Comic Inc.**

1701 South 1st Ave 404-C/PO Box13 Maywood, IL. 60153  
Phone #: 708-345-6342 and or Email: [natecomincinc@yahoo.com](mailto:natecomincinc@yahoo.com)  
Website: [www.natecomincinc.com](http://www.natecomincinc.com)

July 2, 2020

Mayor Edwenna Perkins and Maywood Village Board  
125 S 5<sup>th</sup> Ave  
Maywood, Illinois 60153

**RE: Donation Request of \$5,000 for Our Community Youth Counseling and Safe Zone Program**

Dear Mayor, Edwenna Perkins:

**Executive Summary**

The Nate Comic Inc. community program is requesting funding from the Village of Maywood Board for our yearly wraparound community youth counseling and safe zone program.

We operate an eight (8) months after-school tutoring program. We are offering a fun, enriching, high-quality programs as part of coordinated, caring community outreach. Dr. Lynetta Chambliss-Asbury is the Director. Our tutors / providers are expected to do the following:

- a. To be present for at least 2.5 hours (3:45p.m.-6:15p.m.) The ages of the kids range from 5-year to 16 years old.
- b. Our program are operating a community-based program, the After School Safe Zone Program providers are expected to support tutoring staff who take attendance, organize kids when arriving and departing, other "transition time" activities, and in some cases, distribute snacks.
- c. We maintain contact with families of kids to discuss participant attendance, progress, and special events. To build active engagement with kids and support from families, with the After School Safe Zone Program. To encourage regular attendance-which is key for kids to develop and master skills-tutors makes calls home to kids and families after consistent kid's absences.

Your funding is allowing us to reach troubled youth during these unprecedented times, whereas society closes the door on many of our young people that need the most help. COVID-19 has put a difficult burden on our grassroots organization. While there are many loan opportunities available on the local, state, and federal level. Not all businesses are able to take on debt during this challenging time. Please make check payable to **Nate Comic Inc. - Mail to 1701 South 1st Ave #404-C Maywood, IL. 60153**

**Thank you in advance for caring and helping!**

Respectfully,

Nathan Lee, CEO Nate Comic Inc. 

**Let's continue to make a difference together within our Community!**



# Free Tutoring Program

Children Ages 5 to 12yrs

## **Reading**

Phonics

Pronunciation

Reading Comprehension

## **Math**

Counting Money

Telling Time

Multiplication

Division

Fractions

## **Spelling**

Pronunciation & Diction

## **Manuscript**

We can assist with any other subject he/she needs.

Snacks will be served

*The Eisenhower Building*

*1701 So. 1st Ave.*

*Maywood IL. 60130 4th Floor, Room 404*

*Call Nathan @ 708.345.6342*

# After-School Wish List

<b>Art &amp; Music</b>	<b>Outdoor &amp; Recreation</b>
Glitter	Soccer Balls*
Tissue Paper	Basketballs*
Paint	Footballs
Water Colors	Kickballs
Beads and String	Orange Safety Cones
Paint Brushes	Band-Aids*
Instruments (Guitars, Violins, etc.)	Other First Aid Supplies*
Music Stands	Air Pump Pins*
	Air Pump for Sports Balls*
<b>Large Building Items</b>	<b>Cleaning Supplies</b>
Bean Bag Chairs	Hand Sanitizer*
Couches/Futons*	Trash Bags*
Folding Chairs*	Paper Towels*
Folding Tables*	Toilet Paper*
Mini Fridges (College Students)	Tissues*
Working Laptops*	Vacuum
Large Mirrors	Broom/Dustpan
Book Shelves	Mops/Buckets
Large Trash/Recycling Bins	Cleaning Products*
Bright Wall Paint	

## After-School Supplies

Pencils/Pens	Poster Board*
Calculators*	Manual Pencil Sharpeners*
Markers*	Binders
Crayons	Folders*
Construction Paper	Lined Paper/Notebooks
Child-Safe Scissors*	Flashcards
Glue Sticks*	Backpacks*

## OFFICE OF THE ILLINOIS SECRETARY OF STATE

**JESSE WHITE**  
SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

File Number	66727009		
Entity Name	NATE COMIC INCORPORATED		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	08/17/2009	State	ILLINOIS
Agent Name	NATHAN L LEE	Agent Change Date	11/01/2016
Agent Street Address	701 S 1ST AVE 404C	President Name & Address	DR CATHERINE LARRY 1701 S 1ST AVE 404C MAYWOOD IL 60153
Agent City	MAYWOOD	Secretary Name & Address	MICHAEL BURRELL 804 S FOURTH AVE MAYWOOD IL 60153
Agent Zip	60153	Duration Date	PERPETUAL
Annual Report Filing Date	11/01/2016	For Year	2016

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

**(One Certificate per Transaction)**

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.cyberdriveillinois.com)



Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	66727009
Entity Name	NATE COMIC INCORPORATED
Status	ACTIVE

<b>Entity Information</b>	
Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Monday, 17 August 2009
State	ILLINOIS
Duration Date	PERPETUAL

<b>Agent Information</b>	
Name	NATHAN L LEE
Address	

1701 S 1ST AVE 404-C  
MAYWOOD , IL 60153

Change Date  
Tuesday, 1 November 2016

**Annual Report**

Filing Date  
00/00/0000

For Year  
2020

**Officers**

President  
Name & Address  
DR CATHERINE LARRY 1701 S 1ST AVE 404C MAYWOOD IL 60153

Secretary  
Name & Address  
MICHAEL BURRELL 804 S FOURTH AVE MAYWOOD IL 60153

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

"Helping One Community at a Time"  
Nate Louis Lee Jr.  
Director/CEO

Nate Comic Inc.



1701 S. 1st Ave 404-C/P.O. Box 13  
Maywood, IL 60153  
(708) 345-6342  
E-mail: natecomicinc@yahoo.com



Nate Comic Inc. © since 1998.



# VILLAGE OF MAYWOOD

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125 SOUTH FIFTH AVENUE, MAYWOOD, ILLINOIS 60153  
OFFICE: 708-450-4492 • FAX: 708-450-0657

**TO:** VILLAGE MANAGER, MAYWOOD VILLAGE BOARD  
**FROM:** MAYOR EDWENNA PERKINS/ ON BEHALF OF COMMISSIONER WELCH  
**DATE:** August 12, 2020  
**RE:** CELL PHONE REQUEST – BOARD OF FIRE & POLICE COMM. SECRETARY

Hello board. I was approached by the newly appointed secretary of the Maywood Board of Fire and Police Commission, Mr. Wayne Welch. Commissioner Welch ask about issuance of a cell phone for use to do commission activities. He has gotten off and running trying to facilitate a smooth transition to the board's required lists as well as office requirements and wishes to keep his interactions for the commission separate from his personal ones.

**FW: Little League Baseball**

Jonette Greenhow <jgreenhow@maywood-il.org>

Thu 8/13/2020 9:59 AM

To: Willie Norfleet <wnorfleet@maywood-il.org>

Cc: Arlene Ireland <aireland@maywood-il.org>

Hello Mr Norfleet:

I'm forwarding you this message from Athletic Konnection for attachment for to the AK agenda item.

Thank you

Sent from my Sprint Samsung Galaxy Note10+.

----- Original message -----

From: Edward Alexander <coachspeed50@gmail.com>

Date: 8/13/20 9:49 AM (GMT-06:00)

To: Jonette Greenhow <jgreenhow@maywood-il.org>

Subject: Little League Baseball

Good morning hope all are well

The AK Little League Baseball is reaching back out to the Village Officials in regards to the use of the little League field in the upcoming season of 2021

Due to the COVID 19 the 2020 season was canceled in the best interest of the youth as well as the coaching staff

We are thankful for the past years that the village of Maywood has allowed us to use the field and would appreciate a continuing relationship with the village of Maywood thanks in advance

Edward Alexander  
President

Sent from my iPhone



# Village of MAYWOOD

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



August 26, 2020

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

From: Valdimir Talley, Jr.  
Maywood Chief of Police

Sir:

The attached proposal is being forwarded to your attention for consideration, and for submission to the Regularly Scheduled Village Board meeting which is scheduled to begin 7:00 pm on September 1, 2020.

#### **MPD Proposal #22**

The Maywood Police Department (MPD) needs to effect cleaning the Rubber Berm Trap (RBT) mining for our indoor firearm range. This is a budgeted item; however, immediate action is now required due to flooding which occurred in the station. The total expense is **\$7,650** and would come from FY21 budget line 01-40-51100.

The department intends to submit the cleaning for consideration as an expenditure which may qualify for CARES Act resources because it addresses recommendations to protect personnel health and well-being during this global crisis. Our request should not exceed more than 5 minutes of the Board's time, and I would be available for any questions. Thank you for your consideration and support.

Attachment



Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

# Maywood Police Department-RBT Mining

Quotation: 118801 By: Diana Rotolo Printed: 2020-Aug-12

### Included Items:

- 1 **Rubber Berm Trap Mining (20' wide indoor trap)5 lanes.** ..... 4,850.00
  - Crew will bag up and stage any hazardous waste for transport
  - Crew will bag up and stage all lead for transport and recycling.
  - free packaging included with ATI Metals program
  
- 1 **Crew Mobilization** ..... 1,950.00
  
- 1 **Haz-Waste - Filter and range waste disposal pricing is dependent on the amount of cubic yards of waste.** ..... 0.00
  - Pricing is based on 400 lbs./cubic yard.

Pricing is based on approved waste: lead contaminated filters, ppe, and other lead contaminated debris produced by the range.

#### Pricing:

- 2-cubic yard super sack:
- 2-5 cubic yards - All in cost \$850/cubic yard.
- 6+ cubic yards - All in cost \$600/cubic yard.

#### Pricing includes:

- UN-rated packaging required by EPA/DOT
- All documentation including Waste Profile and Manifest (Customer will receive the customer copy of the manifest on pickup. Customer will receive the facility signed off copy by mail within 35 days of proper disposal) Pickup at their facility
- Disposal at hazardous waste landfill
- Environmental, insurance, and security fees
- Fuel surcharge
- LTL Stop fee

- 1 **Generator for Work - 20KW - DCA25** ..... 850.00
  - includes equipment delivery and pickup from the job site

**Total** 7,650.00

*Received  
8/24/20  
x*

**Payment Terms:**

ATI Store Credit

**Shipping Terms:**

na

**Installation Terms:**

na

**Terms and Conditions:**

You must reference the Order Number above on your purchase order to secure best price. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

**Comments:**

This quote is good for 60 days upon receipt of quote. Updated Aug 10, 2020. This is for the RBT mining of 1 bay with 5 lanes, totaling 20 linear feet.

Indoor Shooting Range Minning done during the day -Standard Rubber Trap mining for rubber granules or "chopped rubber" (about 1/4' chunks)

-Customer will run lead recovered from range through ATIs recycle program to apply to credit.

**Does not Include:**

-No wiping down doors, windows or stalls. No replacement of sticky floor mats at entrances or exits. No cleaning behind the Bullet Traps or in hallways (or passageway) between traps, review rooms, etc.

-All hazmat disposal will be provided by the owner unless range is signed up with Action Targets Hazardous Waste disposal program.

-No additional replacement rubber included unless stated in quote.

-No additional fire retardant included unless stated in quote.

[ x ] Owner approves of no fire retardant being added to trap at time of cleaning.

NOTE: Range operator has confirmed that they don't have 3 phase power, A generator will be added to cost of cleaning/quote.

**Range Address:**

Maywood PD  
125 South 5th Ave.  
Maywood IL 60153

COMMANDER

WE NEED TO  
SIGN THESE SO I CAN  
SEND THEM BACK.  
THEY ARE GOING TO TRY  
TO GET AN INVOICE BUT  
THE GUY WASN'T SURE  
IF HE COULD YET.



Action Target Inc.  
 c/o  
 3411 S. Mountain Vista Pkwy  
 Provo, Utah 84606  
 Tel: (801) 377-8033  
 Fax: (801) 377-8096

## RANGE SERVICES CONTRACT

**THIS CONTRACT ("Agreement")** between Action Target Inc. and its subsidiaries, assigns, and contractors on the one hand ("ATI" or the "ATI Parties") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "Effective Date") and includes the Attachments. ATI and Customer are sometimes referred to each as a "Party" or together as "Parties". This Agreement includes this cover page and Attachments 1, 2, and 3. By signing, Customer authorizes ATI to use credits generated pursuant to this Agreement to pay invoices payable by Customer to Action Target for the Range Services provided by Action Target until Customer rescinds such authorization.

<b>"Customer":</b>	Name: _____		
	Address: _____		
	City/State/Zip: _____		
	Tel: _____	Fax: _____	
	Authorized Agent: _____	Email: _____	

<b>AUTHORIZED:</b>  <b>ACTION TARGET INC.</b>	<b>ACCEPTED AND AGREED:</b>  <b>CUSTOMER:</b> _____
Authorized Signature	Authorized Signature
Printed Name and Title	Printed Name and Title
Date of Authorization	Date of Acceptance

# ATTACHMENT 1

## TERMS AND CONDITIONS

**SECTION 1. TERM.** The initial Term of this Agreement begins on the date both parties sign and ends on December 31 of that year. During the Term, Customer cannot accept payment or payment-in-kind from any entity or person other than ATI for services similar to the Service offered pursuant to this Agreement. At the conclusion of the Term and each subsequent Term, this Agreement will automatically renew for one calendar year and can only be canceled by either Party by providing written notice at least 30 days before the end of the Term. If no written notice is provided at least 30 days before the end of any given Term, the Agreement will continue another Term.

**SECTION 2. SERVICES TO BE PERFORMED.** *ATI will perform the services chosen below by customer. Work to be performed is specified in the following attachments:*

- Rubber Berm Trap Mining – Attachment 2
- Metals Recycling of Brass and/or Lead - Attachment 3
- If you OPT out of ATI adding Fire Retardant at time of service, please check.

**SECTION 3. WAIVER AND INDEMNIFICATION.**

**Indemnification.** To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold ATI and its affiliates and subsidiaries, and its and their respective contractors and subcontractors, and their respective directors, officers, employees, representatives, invitees and agents (the "ATI Group") harmless of, from, and against any and all claims, damages, losses, demands, lawsuits, judgments and costs of suit or defense, including attorney fees (collectively "Claims"), whether for personal injury, property damage, direct or consequential damage, or economic loss directly or indirectly arising out of, or alleged to have arisen from, caused by, or resulting from (in whole or in part) (1) Customer's failure to meet the Customer Obligations set forth herein or (2) Customer's negligence or willful misconduct.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, defense and hold harmless obligations under this paragraph, such legal limitations are made a part of the Agreement and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnity, defense, and hold harmless obligations shall continue in full force and effect. Customer's obligation to defend pursuant to this Section shall be with attorneys approved by ATI, such approval not to be unreasonably withheld. Notwithstanding anything in the Agreement to the contrary, the indemnification obligations of the Customer survive any expiration or termination of the Agreement.

Any claim for damages that Customer may make, or any liability or indemnity obligation that ATI may have with respect to or arising out of or related to the Service, including property damage or bodily injury, shall be limited to the insurance proceeds from ATI's insurance.

**Waiver.** While fire retardant is not guaranteed to prevent fire completely, ATI recommends that fire retardant be applied to the rubber in Customer's trap. If Customer chooses not to have ATI apply fire retardant, Customer waives all claims against ATI related to any harm or damage resulting from the failure to apply fire retardant or that could have been prevented by the application of fire retardant.

**SECTION 4. ASSIGNMENT.** Customer shall not assign any of the rights or obligations provided to it by or required under this Agreement, without first obtaining the prior written consent of ATI. Any assignment made by Customer without the prior written consent of ATI shall be null and void.

**SECTION 5. GENERAL PROVISIONS.** This Agreement is governed by the laws of the State of Utah and any claim or dispute shall be brought in Utah County, Utah. If any term, provision, or condition of the Agreement is held to be invalid, void, or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Customer and ATI shall survive the completion of all Services to be performed under the Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against ATI. The individuals executing the Agreement warrant that they have read and understood its provisions, and that they are authorized to bind the Parties for which they sign. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**SECTION 6. ENTIRE AGREEMENT.** This written Agreement is the entire integrated agreement between Customer and ATI and supersedes all prior negotiations, representations, or agreements, whether written or oral.

## ATTACHMENT 2

### ATI SERVICES – RUBBER BERM TRAP CLEANING

**SECTION 1. CUSTOMER OBLIGATIONS FOR RUBBER BERM TRAP CLEANING.** Customer must contact ATI to schedule the Services set forth in Attachment 2. On the date of the Service, Customer must have the range available for ATI to perform the Service including to the following:

- a) 240V 3 Phase 30 Amp power- I15-30 outlet must be available on the range within 60 feet of the bullet trap, if this power is not available a generator can be utilized at owners' expense. Please discuss with salesman.
- b) The pathway from the parking lot to the bullet trap must allow for transport of wheeled machinery that weighs 400 pounds and is sized to fit through a standard 3'0" man door.
- c) The pathway from the parking lot to the bullet trap must allow for transportation of lead-filled 55-gallon drums that weigh 2,000 pounds and are moved with a pallet jack.
- d) Photographic documentation of the jobsite and required pathways must be provided by Customer prior to mobilization.
- e) Customer must pay the agreed-upon fixed mining fee in its entirety, regardless of the resulting value of the recovered lead. The volume of lead in the bullet trap and the LME spot price for lead both impact the final dollar value of the recoverable lead; Action Target has no control over either of these variables.
- f) Although our process is quite clean, customer needs to have range ventilation operating during cleaning for the comfort and safety of our workers, and for the overall cleanliness of the range.

**ATI Scope of Work:**

- a) *ATI Crew will work a maximum of 12 hours per day.*
- b) Hang a barrier sheet to separate bullet trap work area from the rest of the range.
- c) Inspect bullet trap for wear, damage, and other areas of concern.
- d) Remove lead-impacted rubber from the trap.
  - i) Rubber will be removed from the entire width of the trap.
  - ii) Depth of rubber removal is dependent on locations and concentrations of recoverable lead.
  - iii) Rubber higher than 6 feet measured perpendicular from the floor may not be lead impacted and may not be removed at the discretion of onsite Action Target personnel.
- e) Separate lead and bullet debris from the rubber.
  - i) Action Target's proprietary system will extract almost all recyclable lead from the impacted rubber.
  - ii) The separation process can also capture fine materials like rubber dust, lead dust, and small pieces of paper, cardboard, etc. Amounts of fine materials captured vary significantly by location and trap condition.
- f) Deposit lead and bullet debris in storage drums.
  - i) If you are recycling the lead through Action Target's recycling program, all UN-DOT storage barrels and other transportation materials will be provided at no charge.
  - ii) If you are recycling the lead through Action Target's recycling program, storage drums will be marked, loaded, transported, and processed according to the details in your recycling program contract.
- g) Return the separated rubber to trap.
  - i) If present, inspect the storage hoppers for the proper level of rubber.
  - ii) If part of the contract agreement, replenish the body of the trap and the storage hoppers with additional rubber purchased by the customer.
  - iii) If part of the contract agreement, apply fire retardant treatment.
  - iv) Groom and level the face of the trap.
- h) Recycling
  - i) Action Target offers a comprehensive recycling program for shooting range lead and brass. This program can be integrated with the rubber trap mining services detailed above.
- i) Properly dispose of all cleaning supplies, personal protective equipment, lead-contaminated hazardous waste created by this project.
  - i) Unless expressly included in the contract agreement, proper and lawful disposal of lead contaminated hazardous waste will be the responsibility of the customer.
- j) Cleaning – if included as part of the contract agreement, cleaning services may include the following:
  - i) HEPA vacuum accessible intake vents over the bullet trap.
  - ii) HEPA vacuum accessible floor areas underneath the bullet trap.
  - iii) HEPA vacuum the accessible back side surfaces of the ceiling baffles.
  - iv) HEPA vacuum and wet wipe the target tracks, carriers and cross braces.
  - v) Wet-wipe shooting stalls plus all horizontal and vertical surfaces from the firing line to the back wall and from the bottom of the safety ceiling to the floor.
  - vi) HEPA vacuum shooting range floor and walls up to 8 feet.
- k) Compliance
  - i) All applicable OSHA and EPA regulations will be followed throughout the process.

## ATTACHMENT 3 ATI SERVICES – METALS RECYCLING

**SECTION 1. CUSTOMER OBLIGATIONS FOR METALS RECYCLING.** On the date of pickup, Customer must have the range available for ATI to perform the Service.

- a. **Scheduling.** Customer must contact ATI at 801-876-2442 or via email at [recycle@actiontarget.com](mailto:recycle@actiontarget.com) to schedule each Service. The date of service will be subject to ATI's availability to perform the Service and will be arranged within 3 business days of the request.
- b. **Packaging Requirements.** Lead and brass must be separately identified, separately packaged, and on separate pallets.
  - 1. **Brass Packaging.** Customer must have all brass materials on pallets in either 55-gallon drums or Gaylord boxes with the top covered (stretch wrap or cardboard is okay). If the materials are in drums, the drums must be strap banded. Drums should be filled to a minimum of 80% of their capacity. Penalties may apply if not fully utilized.
  - 2. **Range Lead Packaging.** Customer must have all range lead on pallets in sealed 55-gallon drums. Drums should be filled to a minimum of 80% of their capacity. Penalties may apply if not fully utilized. Drums must be strapped to a pallet with one drum per pallet. Drums sent to you by Action Target will be on single drum pallets. Please use these for lead drum shipments.
  - 3. **Order Packaging.** Customer may order 55-gallon drums, Gaylord boxes, pallets, or super sacks on pallet by contacting ATI. Customer will pay for all other packaging including five-gallon buckets (if required).
- c. **Lead Quality.** Pricing is based on clean, indoor range lead with no other contaminants, e.g., rubber. **No floor sweepings or live rounds are to be present with lead.**
- d. **Brass Quality.** If any non-brass casings are fired on site, ATI will deduct this contaminant from brass and deduct from final weight confirmation. Shot shells, range sweeps and vacuum dust may be shipped if they are **MIXED WITH BRASS**, however, after the sortation process, they must be disposed of as hazardous waste. We will deduct the following environmental fees to offset the treatment and disposal costs:
  - \$1.75/LB for sweepings, environmental fee will be charged for treatment and hazardous waste disposal.
  - \$0.40/LB for shot shells, environmental fee will be charged for hazardous waste disposal.
- e. **Weight Limits.** To receive the credit amount listed below the minimum weight for which service should be scheduled is 4,000 lbs. Weights from 3,000 to 3,999 lbs. will receive the price listed below minus \$.06 per lb. Weights from 2,999 lbs. or below will get a \$.10 per lb. premium and shipping will be deducted. The maximum per pallet weight is 3,000 lbs. per pallet. Customer is encouraged to utilize maximum weights when possible.
- f. **Credit.** A Final Weight Confirmation Report will be emailed to Customer within one week of receipt of metals at receiving warehouse (transit time from pickup to warehouse is generally 3–7 days). Upon receipt of the Report, Customer may contact ATI and elect either (1) a Credit (plus 10% as discussed below) towards the Action Target Store, Action Target Equipment, or Action Target Services; or (2) a check; however, a check and credit may not be combined. If Customer elects a check, the check will be mailed to Customer within 30 days after receiving the Report in an amount as calculated below, subject to a possible deduction as stated herein. If Customer elects a credit, Customer will receive the Credit—in the amount the check would have been plus 10%—immediately after notifying Action Target as stated in the Report. If the customer has any outstanding unpaid balances with ATI, credit may be used to pay towards these balances. Notwithstanding anything herein, Credits expire after 24 months of Customer's receipt.
  - 1. **Brass shell credit.** Customer will receive 54% of the copper price (per pound, brass shells received) that is published on The London Metal Exchange ([www.LME.com](http://www.LME.com)) for the day Customer schedules the Service.
  - 2. **Range lead credit.** Customer will receive 39% of the lead price (per pound of range lead received from rubber berm traps) that is published on The London Metal Exchange ([www.LME.com](http://www.LME.com)) for the day ATI picks up the load.

LME.com displays prices in dollars per metric ton. To convert to dollars per pound, use the following Credit Conversion Formula:

$$\begin{aligned} \text{Range lead: } & (\text{LME Price} * 39\%) / 2204.6 = \text{price per pound} \\ \text{Brass: } & (\text{LME Price} * 54\%) / 2204.6 = \text{price per pound} \end{aligned}$$

For example, if LME.com gives the lead price as \$2,223, multiply that by 39%, which equals \$866.97. Then to convert to dollars per pound, divide that by 2204.6. This gives you a price of \$0.39 cents per pound with a minimum 4,000 lbs. Weights from 2,000 to 3,999 lbs. would receive \$0.39 per lb. and weights over 10,000 lbs. will receive an increase as set forth below. ATI will pick up lead dust and will provide a credit of \$.01 per pound of lead dust.

**CREDIT ADJUSTMENT.** ATI shall be entitled to adjust the Credit Conversion Formula set forth in Section 2 upon changes in worldwide metals pricing. If ATI adjusts the formula, Customer shall be entitled to terminate the agreement within 30 days of notice of adjustment. If Customer does not notify ATI in writing of termination, this Agreement shall continue as set forth in Section 1.

**PACKAGING.** If Customer breaches this Agreement, ATI shall be entitled to a reimbursement of costs for any packaging provided to Customer and any other remedies available.

### CUSTOMER AND PROJECT INFORMATION

Range Name:

Address:

Contact Person:

Phone Number:

Email Address:

Loading hours:

### VOLUME

A full 55-gallon drum of brass weighs approximately 600 lbs., a full 55-gallon drum of RBT lead weighs approximately 2,200 lbs., and a full-size Gaylord box of brass weighs approximately 3,000 lbs. Knowing this:

- What is your approximate monthly brass volume in drums/lbs.?
- What is your approximate monthly lead volume in drums/lbs.?
- Do you shoot frangible bullets?
- How much weight do you anticipate ATI will pick up per Service?
- How often do you anticipate scheduling Service? (Minimum pickup weight is 4,000 lbs.)
- Does your range have a Total Containment Trap with a screw auger?

### ACCESS

Dock high access?	YES	NO
Pallet jack on site?	YES	NO
Forklift on site?	YES	NO
18-wheeler access?	YES	NO
24-foot box truck access (lift gate)?	YES	NO

### AMMUNITION

Are any of the following cases ("Contaminants") fired on site (if the answer to any is yes, ATI will deduct 4% from the Final Weight Confirmation sent to Customer):

Aluminum?	YES	NO
Steel?	YES	NO
Shotgun shells?	YES	NO

If you remove all of the above Contaminants from your brass, ATI will not deduct 4%. If any shipment contains higher than 4% Contaminants, ATI shall be entitled to deduct the higher percentage on the next shipment.

***No floor sweepings or live rounds are to be present with lead***

Range Environmental Solutions LLC  
 c/o Farren Rosen  
 2401 Sunset Blvd, Ste. 300  
 Houston, Texas 77005  
 Tel: (713) 637-4022  
 Service@reswaste.net

## CONTRACT FOR MANAGEMENT OF WASTE SERVICES

**THIS CONTRACT FOR MANAGEMENT OF WASTE SERVICES ("Agreement")** between Range Environmental Solutions LLC and its subsidiaries, assigns, and contractors on the one hand ("**Contractor**") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "**Effective Date**") and includes the Attachments. Contractor and Customer are sometimes referred to each as a "**Party**" or together as "**Parties**". This Agreement includes this cover page and the following Attachments:

- Attachment 1 – TERMS AND CONDITIONS
- Attachment 2 – PRICING INFORMATION
- Attachment 3 – ENVIRONMENTAL SERVICES ADDENDUM
- Attachment 4 – ATI METAL CREDIT PAYMENT AUTHORIZATION

<b>"Customer":</b>	Name: _____		
	Address: _____		
	City/State/Zip: _____		
	Tel: _____	Fax: _____	
	Authorized Agent: _____	Email: _____	

<b>AUTHORIZED:</b>  Range Environmental Solutions LLC	<b>ACCEPTED AND AGREED:</b>  <b>CUSTOMER:</b> _____
Authorized Signature	Authorized Signature
Printed Name and Title	Printed Name and Title
Date of Authorization	Date of Acceptance

## ATTACHMENT 1

### TERMS AND CONDITIONS

**SECTION 1. PURPOSE.** Customer desires Contractor to arrange for and manage the collection and disposal of certain Hazardous Waste from its facility located at the address(es) set forth above (the "Services"). Customer understands and agrees that the Services will be provided by a third-party qualified service provider under ("Service Provider") selected, engaged and managed by Contractor.

**SECTION 2. TERM.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for twelve (12) months or until terminated in accordance with Section 9 below ("Initial Term"). After the Initial Term, this Agreement will automatically renew for successive renewal terms (each a "Renewal Term", together with the Initial Term, the "Term") equal in length to the Initial Term unless either party gives written termination notice at least ninety (90) days before expiration of the Initial Term or any subsequent Renewal Term. The parties agree that if any Services are performed prior to the Effective Date or the Initial Term, the terms and conditions of this Agreement shall govern. During the Term, Customer shall arrange for the Services exclusively through Contractor in accordance with the terms of this Agreement.

**SECTION 3. SERVICES TO BE PERFORMED.** Contractor agrees to engage a third-party Service Provider for the collection and disposal of lead contaminated hazardous waste ("Hazardous Waste"), including filters, PPE, and lead contaminated debris, generated from the operation of the Customer's shooting ranges and training facilities.

- a. **Scheduling.** Customer must contact Contractor at 346-561-2564 or via email at [Service@reswaste.net](mailto:Service@reswaste.net) to schedule each Service. The date of service will be subject to the Service Provider's availability to perform the Service and Contractor shall communicate with the Customer's representative for notification and arrangement of the Service date. Customer should anticipate pickup occurring approximately two (2) weeks after Customer has requested service from Contractor, although the Service may occur sooner. Customer's initial Service request may require a longer lead time to allow for Customer administrative setup and generation of waste profiles.
- b. **Packaging Requirements.** Hazardous Waste is required to be properly packaged and shall be made accessible for pickup by the Customer. Contractor shall provide Customer with the proper packaging materials at least three (3) business days prior to the scheduled Service date. \$100 per bag deposit will be charged via credit card when packaging is shipped. This will be credited towards your final invoice once hazardous waste is collected by Contractor. Additional packaging instructions may be obtained from Contractor, but requirements include:
  - Undamaged UN rated packaging to be provided by Contractor. Super sacks hold 2 cubic yards, boxes hold 1 cubic yard.
  - Sacks/boxes shall not be filled above the 1 or 2 cubic yard allowance.
  - Sacks/boxes must be on pallets.
  - Filters are to be layered in an orderly fashion to increase stability of sacks/boxes while in transit.
  - Spread out mid and HEPA filters through multiple pallets to avoid costs for excess weight.
  - Top and sides of sacks/boxes must be free from any waste or waste residue to avoid release of Hazardous Material to the environment.
  - Pricing is based on a maximum weight of 400 lbs per cubic yard.
- c. **Absolutely no sweeps are to be shipped under this contract.**

For any questions related to scheduling or packaging requirements, please call 346-561-2564 or email [Service@reswaste.net](mailto:Service@reswaste.net).

### **SECTION 4. FEES AND BILLING.**

- a. **Amount.** Customer agrees to pay Contractor for the performance of the Services at the fees or rates set forth in a price sheet or in a Work Order Authorization, or, if not specified therein, at Contractor's standard fees or rates for such Services at the time the Services are rendered. Contractor's standard fees and rates as of the Effective Date are set forth on Attachment 2 hereto. Customer is responsible for all sales and use taxes associated with the Services.
- b. **Invoices.** Contractor shall invoice Customer for the Services performed, and Customer shall pay such invoice within thirty (30) days after the date of the Invoice. If Customer desires to pay such invoice with credit from Customer's contract with Action Target Inc. for the removal and recycling of expended brass cartridge scrap and range lead scrap, Customer shall inform RES of this in writing and RES will forward the invoice to Action Target. If the invoice amount exceeds the amount of such customer credit, Customer shall pay the remaining outstanding invoice amount within thirty (30) days after the date

of the invoice. In the event Customer has a good-faith objection to an invoice, Customer shall pay the undisputed amount pursuant to the terms of this Agreement and notify Contractor of such objection in writing within twenty (20) days; failure to object in writing within twenty (20) days constitutes waiver of objections to invoices.

- c. **Late Payment.** For any late payment received by Contractor, Contractor shall charge Customer a service charge of one and one-half percent (1½%) per month of the outstanding invoice amount or the maximum percentage allowed by law, whichever is less. Customer shall pay all reasonable costs of collection, including attorneys' fees and expenses, incurred by Contractor in the collection of payment of invoices which are not timely paid by Customer.
- d. **Non-Payment of Invoices.** If payment of Contractor invoices is not maintained on a 30-day current basis, Contractor may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from Customer until full payment is made.
- e. **Change in Fees or Rates.** Contractor shall have the right to revise any of the prices upon thirty (30) days' written notice to Customer; including upon notice of any price or fee increase to Contractor imposed by Service Provider.

**SECTION 5. CUSTOMER SITE ACCESS.** On the date of Service, Customer must have the range available for the Service Provider to perform the Service. Customer shall allow Service Provider access to such Customer's property and/or worksite during regular business hours as necessary to perform Services. Customer shall provide the Service Provider a safe working environment for any Services performed. Service Provider, its employees and subcontractors are required to comply with any safety procedures at the work site, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Contractor or Service Provider prior to the commencement of Services, if such procedures are delivered to Contractor, Contractor will provide the safety procedures to the Service Provider. Customer hereby provides permission granting Service Provider, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.

**SECTION 6. INDEPENDENT CONTRACTOR.** The relationship between Contractor and Customer under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.

**SECTION 7. STANDARD OF CARE OF SERVICE PROVIDER.** Contractor agrees that it will only engage Service Providers to provide the Services that (i) possess the business, professional, and technical expertise to perform the Services, (ii) possess the equipment, facilities, and employees to perform the Services, (iii) are capable of performing the Services in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) agree to perform the Services in compliance with all valid and applicable laws and regulations, including all local, state and federal environmental laws, and (v) represent to Contractor that its facilities have been issued all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

**SECTION 8. FORCE MAJEURE.** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.

**SECTION 9. TERMINATION.** Either party may terminate this Agreement or any Services under this Agreement upon thirty (30) days prior written notice if the other party has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination. If this Agreement is terminated under this section, Customer shall pay Contractor for the Services performed up to the date of the termination of this Agreement.

**SECTION 9. WAIVER.** Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.

**SECTION 10. INDEMNIFICATION.** To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold Contractor and its affiliates and subsidiaries, and its and their respective contractors and subcontractors, including Service Providers, and their respective members, managers, directors, officers, employees, representatives, invitees and agents (the "Contractor Parties") harmless of, from, and against any and all claims, damages, losses, demands, lawsuits, judgments and costs of suit or defense, including attorney fees (collectively "Claims"), whether for personal injury, property damage, direct or consequential damage, or economic loss directly or

indirectly arising out of, or alleged to have arisen from, caused by, or resulting from (in whole or in part) (1) compliance with packaging requirements and packaging of the materials by Customer, (2) Customer's negligence or willful misconduct, or (3) anything related to or arising from Customer's failure to uphold its obligations under this Agreement.

The Parties agree with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, defense and hold harmless obligations under this Section 10, such legal limitations are made a part of the Agreement and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnity, defense, and hold harmless obligations shall continue in full force and effect. Customer's obligation to defend pursuant to this Section 10 shall be with attorneys approved by the Contractor Parties, such approval not to be unreasonably withheld. The Contractor Parties that are not parties to this Agreement, including Service Providers, are third-party beneficiaries of the indemnification provision of this Section 10. Notwithstanding anything in the Agreement to the contrary, the indemnification obligations of the Customer shall survive any expiration or termination of the Agreement.

Customer hereby waives, releases, and forever discharges the Contractor Parties, of, from, and against any and all claims, actions, causes of action, demands, rights, agreements, promises, warranties, guarantees, liabilities, losses, damages, costs and expenses, of every nature and character, description and amount, known or unknown, without limitation or exception, whether based on theories of contract, breach of contract, breach of the covenant of good faith and fair dealing, tort, violation of statute or ordinance, or any other theory of liability or declaration of rights whatsoever, arising from or in any way related to the packaging of the materials. Any claim for damages that Customer may make, or any liability or indemnity obligation that the Contractor Parties may have with respect to or arising out of or related to the Services, including property damage or bodily injury, shall be limited to the greater of the amount (a) Contractor receives from the specific Service on the date of the damage and (b) the insurance proceeds from Contractor's insurance.

**SECTION 11. ASSIGNMENT.** Customer shall not assign any of the rights or obligations provided to it by or required under this Agreement, without first obtaining the prior written consent of Contractor. Any assignment made by Customer without the prior written consent of Contractor shall be null and void.

**SECTION 12. DISPUTE RESOLUTION.** Contractor and Customer shall employ good faith efforts to amicably resolve any claims or disputes arising out of or relating to this Agreement ("Dispute"). If unsuccessful for any reason, the Dispute shall be submitted to non-binding mediation to be conducted by a mutually acceptable mediator in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"), and mediator and administrative fees shall be shared equally between the Parties. The mediation shall occur in Houston, Texas.

If the Dispute cannot be resolved informally or by mediation, as discussed above, either party may initiate court proceedings in the state or federal courts located in Harris County, Houston, Texas. If legal action is brought in connection with any Dispute, the prevailing party shall be entitled to its reasonable attorneys' fees, court costs, collection agency fees, and all other reasonable costs incurred in connection with the legal action.

Notwithstanding anything in this Agreement to the contrary, in no event shall (i) the employees, agents, officers or directors of Contractor or the Contractor Parties be personally liable for any claims, damages, losses, demands, lawsuits, judgments, fees and/or costs of suit or defense, including, without limitation, attorney fees, or (ii) Contractor or the Contractor Parties be liable for special, indirect, incidental, exemplary, punitive or consequential damages of any kind, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise.

***CUSTOMER, CONTRACTOR AND EACH OF THEM REPRESENT AND AGREE THAT THEY HAVE READ, UNDERSTAND, AND KNOWINGLY AND SPECIFICALLY AUTHORIZE, ACCEPT, AND CONSENT TO THE MEDIATION CLAUSE SET FORTH IN THIS SECTION 12.***

**SECTION 13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Texas without regard to principles of conflicts of law that would direct the application of another jurisdiction.

**SECTION 14. GENERAL PROVISIONS.** If any term, provision, or condition of the Agreement is held to be invalid, void, or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Customer and Contractor shall survive the completion of all Services to be performed under the Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against Contractor. The individuals executing the Agreement warrant that they have read and understood its provisions, and that they are authorized to bind the Parties for which they sign.

**SECTION 15. ENTIRE AGREEMENT.** This written Agreement is the entire integrated agreement between Customer and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral.

**ATTACHMENT 2**  
**PRICING INFORMATION**

**Range Name:**

**Pricing:**

**2-cubic yard super sack:**

- 2-5 cubic yards – All in cost \$850/cubic yard.
- 6+ cubic yards – All in cost \$600/cubic yard.

**1-cubic yard box:**

- 2-5 cubic yards – All in cost \$1050/cubic yard.
- 6+ cubic yards – All in cost \$800/cubic yard.

Pricing is based on 400 lbs/cubic yard. Additional weight will be charged at \$0.70/lb.

Sacks and boxes must be on pallets.

Generally, a 2-cubic yard sack full of pre filters weighs about 300 lbs.

Mid and HEPA filters should be spread out across multiple pallets in order to avoid excess cost for weight.

It is the ranges responsibility to ensure that sacks/boxes are loaded with materials layered in an orderly fashion and are stable for safe transportation.

**Additional charges for range account may include:**

\$100 demurrage after 1st hour of loading

\$350 charge if material is not packaged or staged correctly for pickup (resulting in missed pickup)

\$350 cancellation fee with less than 72 hours notice

\$250 for urgent, unscheduled pickup

\$500 for scheduled pickup on weekend or after hours

Other fees may apply if material does not conform to description and must be repackaged at handling facility if straight out rejected.

Pricing is based on approved waste: lead contaminated filters, ppe, and other lead contaminated debris produced by the range.

**Pricing includes:**

UN-rated packaging required by EPA/DOT

All documentation including Waste Profile and Manifest (Customer will receive the customer copy of the manifest on pickup.

Customer will receive the facility signed off copy by mail within 35 days of proper disposal)

Pickup at their facility

Disposal at hazardous waste landfill

Environmental, insurance, and security fees

Fuel surcharge

LTL Stop fee

With minimum of 10 cubic yard annual commitment, Contractor will provide for 2 hours of waste management related consulting by environmental engineers to each range free of charge. Assistance will include technical interpretations of state and federal regulations as well as help with paperwork for the jurisdiction in which the gun range operates. Without a 10 cubic yard annual commitment, this service is available for a \$500 fee.

**Pricing does not include city, state, and federal taxes**

## ATTACHMENT 3

### ENVIRONMENTAL SERVICES ADDENDUM

Range Name:

#### *(Waste Management Services)*

1. **Receipt or Delivery of Waste Materials.** (a) The term "Waste Materials" refers to the materials described in the Generator Waste Profile or Profile Acceptance Letter (collectively, the "Profile Acceptance Letter"). (b) each Customer shall tender delivery of the Waste Materials to Service Provider at those times and places, in those quantities, and in the manner agreed to by Service Provider and Customer. Receipt by Service Provider of the Waste Material at its processing facilities and the taking of possession and control of the Waste Materials shall not, in itself, constitute acceptance of the Waste Materials for processing. (c) Customer shall, at the same time and place, tender to Service Provider (and provide Contractor a copy) those completed documents, shipping papers or manifests as are required for lawful transfer of the Waste Materials to Service Provider, and applicable statutes, ordinances, orders, rules or regulations of the federal, state or local governments, including, but not limited to, the Hazardous Materials Transportation Act ("HMTA"), 49 U.S.C. §§1801, et seq., as amended, the Toxic Substances Control Act ("TSCA"), 15U.S.C. §§ 2601 et seq., as amended, and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended. (d) Customer shall permit Service Provider reasonable access to Waste Materials for purposes of sampling and testing, and Service Provider may conduct such sampling and testing of the Waste Materials, before or after acceptance for processing, as it may determine to be appropriate in its sole discretion. Service Provider's sampling and testing, or Service Provider's failure to sample and test, shall not relieve Customer of any of its responsibility or liability under this Agreement. Service Provider shall accept for processing conforming Waste Materials which have been tendered and delivered in conformance with this Agreement.
2. **Acceptance, Rejection, or Revocation of Acceptance of Non-Conforming Waste Materials.** (a) If Service Provider determines that any unit of the Waste Materials is non-conforming for any reason, Service Provider may deem all units of such Waste Materials that are tendered or accepted at the same time as the non-conforming unit to be non-conforming for the same reason. Within a reasonable time after Service Provider actually discovers the non-conformity, Service Provider may, in its sole discretion, reject or revoke acceptance of all non-conforming Waste Materials or accept for processing all or any part of such Waste Materials. If Service Provider accepts non-conforming Waste Materials, Service Provider shall process the Waste Materials. Service Provider shall give prompt notice of the nature of the non-conformity within five (5) business days of the discovery of the non-conformity. Waste Materials tendered by a Customer, and their containers, shall be considered "non-conforming": (i) if the Waste Materials are not in accordance with the warranties, descriptions, specifications or limitations stated in this Agreement or Profile Acceptance Letter, or (ii) if they have constituents or components, not specifically identified in the applicable Profile Acceptance Letter, which increase the nature or extent of the hazard and risk undertaken by Service Provider in agreeing to handle, load, transport, store, treat, process, recycle and/or dispose of the Waste Materials, insofar as such activity is to be performed by Service Provider hereunder, or (iii) if the storage, treatment, processing, disposal, recycling facility or Service Provider's Processing Facility is not permitted. (b) If Service Provider rejects or revokes acceptance, of all or any units of Waste Materials and, at the time of such rejection or revocation, such Waste Materials are in Service Provider's possession or control, Service Provider shall, within a reasonable time after such rejection or revocation, prepare such Waste Materials for lawful transportation and return, or cause the return of such Waste Materials to Customer or to such other location as Customer may direct. In such case, Customer shall pay to Contractor the cost of transportation to Service Provider's facility, the cost of return transportation to Customer (or such other location as Customer may direct), and other reasonable charges incurred by Service Provider for testing, storage, and other reasonable actions to manage the Waste Materials.
3. **Title and Risk of Loss.** Customer shall at all times retain title to and liability for the Waste Materials. The title to the Waste Materials transported to a treatment/storage/disposal facility shall transfer directly from Customer to the treatment/storage/disposal facility upon acceptance. Excluding any prior written agreements to the contrary, Service Provider will have ownership rights in, title to, and risk of loss for, any products which Service Provider reclaims from any Waste Materials which it has accepted from Customer. If Service Provider revokes its acceptance of Waste Materials, title, risk of loss, and all other incidents of ownership to the Waste Materials, to the extent same were transferred to Service Provider, shall be transferred from Service Provider and re-vest in Customer at the time notice of such revocation of acceptance is received by Customer, provided that Service Provider shall exercise reasonable care as long as it has possession of such rejected Waste Materials. Customer acknowledges and agrees that at no time shall Contractor take or be deemed to have taken control of, title to or liability for any Waste Materials.
4. **Customer Warranties and Representations.** (a) **Waste Materials.** Customer warrants and represents that: i) the description of the Waste Materials in the Waste Profile Letters, manifests and shipping documents is true and correct in all material respects; ii) all Waste Materials to be delivered to Service Provider by Customer hereunder shall conform to such description; iii) it shall fairly advise Service Provider of the hazards and risks known by Customer to be incident to the handling, loading, transporting, storing, treating, processing, recycling and disposal of the Waste Materials; iv) containers of Waste Materials delivered to Service Provider shall conform to the container specifications, marking and label requirements under the law; and are otherwise in full compliance with all material description requirements of applicable statutes, ordinances, orders, rules and regulations of the United States, state and local governments in whose jurisdictions such Waste Materials are tendered to Service Provider. (b) **New Information.** Customer warrants and represents that it shall promptly inform Contractor and Service Provider of any information known or learned of by it during the term of this Agreement, including but not limited to whether the Waste Materials present or may present a hazard or risk to persons or the environment which was not apparent from the information or description provided to Contractor or Service Provider. Such information shall include, but not be limited to, any relevant notification of substantial risk required to be given by Customer pursuant to Section 8(e) of TSCA. (c) **Title to Waste Materials.** Customer further represents and warrants that it has sole title to Waste Materials which will be tendered to Service Provider and is under no legal restraint, statutory, regulatory, administrative or judicial, which prohibits the transfer of possession or title to such Waste Materials.

**ATTACHMENT 4**

**ATI METAL CREDIT PAYMENT AUTHORIZATION**

Dear Customer,

By signing this form below you authorize Action Target, Inc. ("ATI") to use credits generated from Customer's contract with ATI for the removal and recycling of expended brass cartridge scrap and range lead scrap to pay invoices payable by Customer to Range Environmental Solutions LLC ("Contractor") for the Services provided by Contractor to Customer under the Contract for Management of Waste Services between Customer and Contractor until Customer rescinds such authorization.

<b>ACCEPTED AND AGREED:</b>
<b>CUSTOMER:</b> _____
Authorized Signature
Printed Name and Title
Date of Authorization



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

mdgoldich@ktjlaw.com  
DD 312-984-6411

www.ktjlaw.com

**CONFIDENTIAL – ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**  
**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Carmen P. Forte, Jr. and Caitlyn R. Culbertson**  
**DATE: August 26, 2020**  
**RE: LNR Family Store, Inc. v. Village of Maywood, Case Number 18 L 4973**

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I am pleased to enclose a copy of the Court order dated August 6, 2020 that was entered by the First District Court of Appeals in the above-referenced lawsuit filed against the Village by LNR Family Store, Inc.

LNR Family Store, Inc. (“LNR”) filed a complaint in the Law Division of the Cook County Circuit Court against the Village, alleging that Mayor Perkins’ May 15, 2017 revocation of LNR’s business and tobacco licenses violated its due process rights. We filed a motion to dismiss the complaint on October 3, 2018, arguing that LNR failed to state a due process violation, and failed to exhaust its administrative remedies. The Judge agreed, and dismissed LNR’s complaint with prejudice on February 28, 2019. LNR then appealed this decision to the Illinois Appellate Court. The August 6, 2020 order affirmed the judgement of the Circuit Court and the dismissal of plaintiff’s complaint.

This is an excellent outcome for the Village. Based on the enclosed Court order, the Mayor’s order revoking LNR’s 2017 business and tobacco licenses is confirmed, and the store will remain closed. LNR sought an unspecified amount of monetary damages in its complaint for the inability to continue operating its store. The Village is not liable for any alleged damages resulting from the Village’s business license revocation action. This decision could be appealed to the Illinois Supreme Court by LNR. We will advise if such an appeal is filed.

If there are any questions, please do not hesitate to contact us.

*Carmen and Caitlyn*

Enclosure

cc: Viola Mims, Village Clerk (w/encl.)  
Willie Norfleet, Jr., Village Manager (w/ encl.)  
David Myers, Community Development Director (w/ encl.)  
Michael T. Jurusik, Village Attorney (w/ encl.)

2020 IL App (1st) 191417-U

No. 1-19-1417

Order filed August 6, 2020

Fourth Division

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST DISTRICT

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LNR FAMILY STORE, INC. )  
 )  
Plaintiff-Appellant, ) Appeal from the  
 ) Circuit Court of  
v. ) Cook County.  
 )  
VILLAGE OF MAYWOOD, EDWENNA ) No. 18 L 4973  
PERKINS, Village President of Maywood, )  
In Her Official Capacity ) Honorable  
 ) Moira S. Johnson,  
Defendants ) Judge, presiding.  
 )  
(Village of Maywood, Defendant-Appellee). )  
 )

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JUSTICE BURKE delivered the judgment of the court.  
Presiding Justice Gordon and Justice Lampkin concurred in the judgment.

**ORDER**

- ¶ 1 *Held:* We affirm the dismissal of plaintiff’s complaint, as barred by operation of the doctrine of exhaustion of administrative remedies.
- ¶ 2 Plaintiff LNR Family Store, Inc. (LNR) appeals from the order of the circuit court granting the Village of Maywood’s (Village) section 2-619 (735 ILCS 5/2-619(a)(9) (West 2018)) motion

to dismiss LNR's lawsuit filed pursuant to section 1983 of Title 42 of the United States Code (42 U.S.C § 1983 (2018)). For the following reasons, we affirm.

¶ 3 The record reflects that LNR owned and operated a grocery store located within the Village. In 2016, the Village issued three citations to LNR arising from violations of Chapter 116 of the Village Code, which regulates the sale of tobacco products. Specifically, the citations alleged that LNR sold individual tobacco products (loose cigarettes) that were not marked for individual sale. On March 3, 2017, following an administrative hearing, LNR was found liable for each of the three violations. LNR filed a petition for administrative review in the chancery division of the circuit court of Cook County (case 17 M4 1288) to appeal the March 2017 findings of liability.

¶ 4 On April 24, 2017, while LNR's appeal of the March 3, 2017 findings of liability was pending in the circuit court, the Village issued to LNR a "Notice of Hearing Regarding Suspension/Revocation" to determine whether LNR's business and tobacco licenses would be revoked. According to LNR, it requested that the Village postpone the revocation hearing until LNR's pending challenge to the March 2017 findings in the circuit court was resolved, but the Village denied that request.<sup>1</sup> The Village proceeded with the revocation hearing on May 8, 2017. The Village's evidence at the revocation hearing included the March 2017 findings of liability, notwithstanding that those findings were under review in the circuit court. On May 15, 2017, the president of the Village issued an order that revoked LNR's business and tobacco retailer licenses, effective May 28, 2017 (the revocation order). It is undisputed that the revocation order was based, in part, on the March 2017 findings of liability stemming from the three citations for sale of loose

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<sup>1</sup> We note that the record on appeal does not contain any written request or other formal submission from LNR seeking to postpone or stay the revocation hearing.

cigarettes. The May 15, 2017 revocation order specified that LNR “may seek judicial review of this decision pursuant to a writ of certiorari from the Chancery Division of the Circuit Court of Cook County.”

¶ 5 On August 15, 2017, the circuit court in case 17 M4 1288 entered an order in LNR’s favor upon its petition for administrative review of the March 2017 findings of liability. The circuit court found that the findings of liability were “against the manifest weight of the evidence” and specified that the March 2017 findings of liability “are hereby reversed.” The Village did not appeal the circuit court’s reversal of the March 2017 findings of liability.

¶ 6 On March 28, 2018, LNR filed a petition for common law writ of *certiorari* in the chancery division of the circuit court of Cook County. In that petition, LNR sought reversal of the Village’s May 2017 revocation order, in light of the August 2017 circuit court order reversing the March 2017 findings of liability. The petition sought, *inter alia*, an order “[r]equiring [the Village] to reinstate the business and tobacco license of LNR and to pay any and all damages incurred by LNR as a result of the actions of [the Village.]”

¶ 7 On May 9, 2018, the Village filed a motion to dismiss the petition, arguing that it was untimely because it was filed more than six months after the May 15, 2017 revocation decision.

¶ 8 On May 14, 2018 (while the Village’s motion to dismiss LNR’s petition for common law writ of *certiorari* was still pending in the chancery division) LNR initiated a separate action in the law division of the circuit court of Cook County by filing a complaint for damages (the “section 1983 complaint”) pursuant to section 1983 of Title 42 of the United States Code (42 U.S.C § 1983 (2018)). The section 1983 complaint named as defendants both the Village and Edwenna Perkins, in her official capacity as the Village president. In the section 1983 complaint, LNR sought

damages for alleged violations of constitutional rights stemming from the Village's March 2017 findings of liability and May 2017 revocation order. The section 1983 complaint alleged that the Village had violated LNR's "Due Process rights" because it "relied totally on the hearsay testimony of the police and code enforcement officer and never produced \* \* \* the confidential informant who had allegedly made any suspect purchases" of loose cigarettes. LNR alleged that the revocation decision was based "on improper and invalid findings of liability" and that the Village had violated LNR's constitutional "right to confront witnesses and be free from the deprivation of their business and livelihood without Due Process." LNR claimed that it suffered "severe and permanent financial ruin" and "extreme anguish," that the Village's acts were "wanton and malicious," and sought an award of punitive damages. The section 1983 complaint's prayer for relief sought a judgment against the Village "for an amount in excess of the jurisdictional limits of the Law Division of the Circuit Court of Cook County."

¶ 9 On June 11, 2018, LNR filed a response to the Village's motion to dismiss the petition for writ of *certiorari* as untimely. LNR argued that there had been "no unreasonable delay" in filing that petition.

¶ 10 On June 15, 2018, the Village moved to consolidate LNR's chancery court action based on the petition for writ of *certiorari* with the lawsuit commenced by the section 1983 complaint. LNR opposed that motion. On August 30, 2018, the circuit court (Judge Irwin J. Solganick) granted the motion to consolidate, stating that "[c]ase no. 2018 L 4973 is consolidated into case no. 2018 CH 2025." The consolidation order further stated that matter was "set for status before Judge Gamrath."

¶ 11 On August 30, 2018, the circuit court (Judge Celia Gamrath) granted the Village's motion to dismiss the petition for writ of *certiorari* as untimely. The court noted that "[s]ix months is the time period for a party to bring a petition for writ of *certiorari*." The court pointed out that LNR had filed its petition on March 28, 2018, more than ten months after the May 2017 revocation decision, "without offering any reasonable excuse for the delay." On that basis, the court dismissed LNR's petition for writ of *certiorari* with prejudice. Also, on August 30, 2018, the court entered a transfer order stating that "[a]ll equitable claims have been dismissed" in the consolidated action, indicating that LNR's section 1983 complaint remained pending.

¶ 12 On October 30, 2018, the Village filed a motion to dismiss the section 1983 complaint pursuant to section 2-619.1 of the Code (735 ILCS 5/2-619.1 (West 2018)), arguing that dismissal was proper pursuant to either section 2-619 or 2-615 (735 ILCS 5/2-615 (West 2018)) of the Code. In the motion, the Village first argued that dismissal was warranted under section 2-615 because the section 1983 complaint failed to set forth facts necessary to state a cause of action. The Village alternatively argued that dismissal was warranted pursuant to section 2-619(a)(9) of the Code "because LNR failed to exhaust the administrative remedies available to it" following the May 2017 revocation order. The Village noted that LNR's remedy to seek judicial review of the revocation was to file a petition for writ of *certiorari*, but LNR had failed to do so in a timely manner, leading to dismissal of the petition. The Village argued that: "Having foregone the proper channel by which to challenge the Village's administrative action, LNR should not be permitted to sustain a haphazard civil rights claim as a last-ditch effort for relief." The Village thus contended that LNR's failure to exhaust its administrative remedies constituted "other affirmative matter" warranting dismissal pursuant to section 2-619 of the Code.

¶ 13 On February 28, 2019, the court heard argument on the motion to dismiss. Counsel for the Village argued that the section 1983 lawsuit was an improper attempt by LNR to challenge the Village's revocation order through the "back door," since LNR had failed to file a timely petition for writ of *certiorari*. The Village argued that LNR "should not be allowed to receive a second bite of the administrative review apple by way of this due process claim simply because they failed to exhaust the administrative review in the first place."

¶ 14 LNR's counsel responded that whether it filed a timely petition for writ of *certiorari* had "nothing to do with [its] civil rights complaint." Counsel stated that a "[section] 1983 action is a tort in and of itself" and that its lawsuit arose from the fact that "the Village took property from LNR, closed them down, put them out of business" based upon findings of liability that were later reversed. LNR's counsel also suggested that merely filing a petition for writ of *certiorari* would be inadequate because "the chancery judge would be confined to only hear the four corners of the administrative review" and would not be able to consider "evidence of the reversal" of the March 2017 findings of liability.

¶ 15 Following argument, the court granted the Village's motion to dismiss, stating:

"I'm going to grant the motion pursuant to [section 2-619 of the Code] and find that based upon the [August 30, 2018] orders that were entered by Judge Gamrath dismissing the [petition for writ of *certiorari*] that Plaintiff failed to exhaust his administrative remedies."

The court specified that the lawsuit was dismissed with prejudice.

No. 1-19-1417

¶ 16 LNR filed a motion for reconsideration, which was denied on June 4, 2019. On July 3, 2019, LNR filed a timely notice of appeal.

¶ 17 On appeal, LNR seeks reversal of the dismissal of the section 1983 complaint, arguing that the doctrine of exhaustion of administrative remedies did not bar that lawsuit. LNR asserts that it “should be allowed to file an independent [section]1983 tort action to address violations of their Constitutional Rights \* \* \* in the closure of their business without pursuing an administrative review of a portion of those Governmental Actions.” LNR contends that, to the extent that the Village’s actions “violated their Due Process rights,” the section 1983 claim “should be addressed as an Independent Tort.” LNR’s brief reiterates its claim that its due process rights were violated when the Village proceeded with the license revocation hearing in May 2017, despite the fact that LNR had a pending appeal of the March 2017 findings of liability. As a result, the Village had already revoked LNR’s business and tobacco license by the time that the circuit court reversed the underlying findings of liability.

¶ 18 LNR suggests that exhaustion of administrative remedies cannot serve as a bar to the section 1983 lawsuit, because its section 1983 claims could not be resolved merely through administrative review of the Village’s May 2017 revocation decision. That is, LNR’s section 1983 complaint could not be decided only on the administrative record before the Village at the time of the revocation hearing; rather, the section 1983 complaint also depends upon the circuit court’s subsequent reversal of the March 2017 findings. LNR argues: “To proceed on the Administrative appeal would only allow them to address what occurred within the four corners of the revocation hearing and would be fruitless in giving [LNR] a remedy to address having to go to trial against

improper evidence [the March 2017 findings] against them.” LNR thus contends that the doctrine of exhaustion of administrative remedies is inapplicable.

¶ 19 The Village responds that the section 1983 lawsuit is an improper second attempt to seek judicial review of the Village’s May 2017 revocation, following dismissal of LNR’s untimely petition for writ of *certiorari*. The Village argues that, after failing to timely file that petition, LNR now “attempts to dress up its challenge to the revocation decision as a [section] 1983 claim” in “a last ditch attempt to seek the remedies [LNR] failed to properly pursue on administrative review.” The Village asserts that LNR “failed to exhaust” the remedy of administrative review by failing to file a timely petition within six months of the May 2017 revocation. The Village claims that, “Having foregone the proper channel by which to challenge the Village’s administrative action, LNR should not be permitted to sustain a civil rights claim as a last-ditch effort for relief.” The Village thus argues that LNR’s failure to exhaust administrative remedies is “affirmative matter” warranting dismissal of the section 1983 complaint pursuant to section 2-619(a)(9) of the Code.

¶ 20 “A section 2-619 motion to dismiss admits the legal sufficiency of the complaint and raises defects, defenses, or other affirmative matters that appear on the face of the complaint or are established by external submissions that act to defeat the claim. [Citation.] Section 2-619(a)(9), specifically, allows dismissal when the claim asserted is barred by an affirmative matter which avoids the legal effect of or defeats the claim. [Citations.]” *Burns v. Department of Insurance*, 2013 IL App (1st) 122449, ¶ 9. “Our standard of review of a dismissal under section 2-619 of the Code is *de novo*. [Citations.]” *Id.*

¶ 21 Exhaustion of administrative remedies is an affirmative defense, and the party asserting the defense bears the burden of establishing it. *Village of South Elgin v. Waste Management of Illinois*,

*Inc.*, 348 Ill. App. 3d 929, 934 (2004); see also *Hawthorne v. Village of Olympia Fields*, 204 Ill. 2d 243, 254 (2003) (“Failure to exhaust administrative remedies is an affirmative defense that is waived if not raised in the trial court. [Citation.]”).

¶ 22 “The doctrine of exhaustion of remedies helps establish a proper relationship between the court system and administrative bodies. [Citation.]” *Village of South Elgin*, 348 Ill. App. at 934. “[T]he general rule is that parties aggrieved by the action of an administrative agency cannot seek review in the courts without first exhausting all administrative remedies available to them. [Citation]. Requiring the exhaustion of remedies allows the administrative agency to fully develop and consider the cause before it, use its expertise to resolve matters, correct its own errors, and conserve judicial time by avoiding unnecessary or piecemeal appeals.” *Burns*, 2013 IL App (1st) 122449, ¶ 12 (citing *Castaneda v. Human Rights Comm'n*, 132 Ill. 2d 304, 308 (1989)).

¶ 23 “Importantly, the exhaustion doctrine extends to administrative review in the circuit court. [Citation.]” *Arvia v. Madigan*, 209 Ill. 2d 520, 532 (2004); see also *Hawthorne*, 204 Ill. 2d at 252 (“[R]eview of a final administrative decision in circuit court in accordance with the Administrative Review Law is regarded as an administrative remedy subject to the exhaustion doctrine.”). “[W]here the Administrative Review Law is applicable and the circuit court may grant the relief a party seeks within the context of reviewing the agency’s decision, a circuit court has no authority to entertain independent causes of action regarding the agency’s actions. [Citation.]” *Arvia*, 209 Ill. 2d. at 232. “ ‘Any other conclusion would enable a party to litigate separately every alleged error committed by an agency in the course of the administrative proceedings.’ ” *Id.* (quoting *Dubin v. Personnel Board*, 128 Ill.2d 490, 498-99 (1989)). Thus, under the exhaustion doctrine, “[w]here the Administrative Review Law is applicable and provides a remedy, a court may not redress a

party's grievances through any other type of action. The circuit court's power to resolve factual and legal issues arising from the challenged decision must be exercised within its review of the decision under the Administrative Review Law and not in a separate proceeding. [Citation.]” *Hawthorne*, 204 Ill. 2d at 252.

¶ 24 This precedent indicates that, where the circuit court has already engaged in administrative review pursuant to the Administrative Review Law, the exhaustion doctrine will apply to preclude an independent action in the circuit court based on the same administrative decision. Notably, the parties' briefs do not specifically discuss whether the Administrative Review Law governed LNR's petition for writ of *certiorari*, and the briefs otherwise lack citations to pertinent authorities, including relevant portions of the Village Code.

¶ 25 This court has independently reviewed the Village Code, including the provisions governing tobacco (Chapter 116) and business licenses (Chapter 110). Notably, the Village Code provides for different mechanisms by which a party may seek judicial review of an administrative decision, depending on whether a party seeks review of a finding that a Code provision has been violated, or seeks to challenge a license revocation. Code violations are explicitly subject to judicial review under the Administrative Review Law.<sup>2</sup> On the other hand, the Village Code provides that a party seeking judicial review of the revocation of a business or tobacco license should file a common law writ of *certiorari*. Village Code §110.17 (I) (“Appeals of any final

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<sup>2</sup>Section 39.08 (N) of the Village Code provides that, following an administrative hearing, the Hearing Officer's determination “constitutes a final determination for purposes of judicial review and is subject to review under the Illinois Administrative Review Law.” Further, Section 39.15 of the Village Code provides: “Any final decision by a Hearing Officer that a Code violation does or does not exist shall constitute a final determination for purposes of judicial review under the Illinois Administrative Review Law.”

determination of the Village President \* \* \* following a hearing held pursuant to this section may be sought by seeking a writ of certiorari from the Chancery Division of the Circuit Court of Cook County according to applicable law.”); Village Code § 116.99 (l) (“A person may seek a writ of certiorari from Chancery Division of the Circuit Court of Cook County according to applicable law, appealing any final determination of liability or decision of the Village President or his or her designee under this chapter.”).

¶ 26 Consistent with these provisions of the Village Code, the record reflects that LNR filed a common law writ of *certiorari* in the circuit court seeking review of the Village’s May 2017 revocation decision. Although the circuit court proceeded to dismiss that petition as untimely, LNR separately filed its section 1983 complaint. The pertinent question on appeal becomes whether the disposition of that common law writ of *certiorari* served to exhaust administrative remedies – notwithstanding that the method of judicial review was common law writ, rather than pursuant to the Administrative Review Law. Stated differently, we consider whether the circuit court’s decision on that writ of *certiorari* implicates the exhaustion doctrine, such that the circuit court may not redress LNR’s grievances pertaining to the license revocation through any other type of action, including a claim pursuant to section 1983.

¶ 27 The parties do not cite, and this court’s research has not yielded a decision on point addressing this precise issue. However, we believe that the reasoning behind the exhaustion doctrine applies, such that LNR should be limited to one opportunity to obtain judicial review of an administrative decision, regardless of whether the circuit court previously reviewed the administrative decision pursuant to the Administrative Review Law or upon a common law writ of *certiorari*. In reaching this conclusion, we note the functional similarity of the methods of

review. Our court has explained that administrative decisions are “typically” appealed through the Administrative Review Law. *Smoke N Stuff v. City of Chicago*, 2015 IL App (1st) 140936, ¶ 14 (citing 735 ILCS 5/3-101 *et seq.* (West 2014)). However, “[w]hen an administrative agency does not expressly adopt the Administrative Review Law and does not provide for alternative methods of reviewing its decision, the common law writ of *certiorari* is an available method for litigants seeking circuit court review of administrative decisions.” *Id.* ¶ 14 (citing *Outcom, Inc. v. Illinois Department of Transportation*, 233 Ill. 2d 324, 333 (2009)); see also *Chicago Title Land Trust Co. v. Board of Trustees of Village of Barrington*, 376 Ill. App. 3d 494, 500-01 (2007) (“It is well established under Illinois law that when the Administrative Review Law is not available, a plaintiff may seek review of an administrative act through the common law writ of *certiorari*. [Citations.]”)

¶ 28 We see no reason not to apply the exhaustion doctrine where, as here, the party aggrieved by an administrative decision has previously sought judicial review of that decision through a common law writ of *certiorari*. Significantly, our precedent indicates that our court applies the same standard of review to a circuit court’s review of an administrative decision, whether the request for review came before the circuit court upon a common law writ of *certiorari* or under the Administrative Law Review. See *Dubin v. Personnel Board of City of Chicago*, 128 Ill.2d 490, 498 (1989) (“The differences which once existed between the statutory and common law methods of reviewing decisions of administrative agencies have been all but lost, and now the nature and extent of judicial review is virtually the same under both methods.”); *Smoke N Stuff*, 2015 IL App (1st) 140936, ¶ 15 (explaining that, although Chicago tobacco dealer “improperly sought a writ of *certiorari*” to challenge license revocation “as opposed to seeking review pursuant to the Administrative Review Law” under the Chicago Municipal Code, “we will review [tobacco

dealer's] petition according to the Administrative Review Law because the standards of review 'are essentially the same.' ” (quoting *Hanrahan v. Williams*, 174 Ill. 2d 268, 272 (1996))).

¶ 29 Here, the relevant Village Code provision specified that a party should file a common law writ of *certiorari* if seeking judicial review of the Village's license revocation decisions. LNR did so, but its writ was deemed untimely. The parties do not direct us to any precedent deciding whether, pursuant to the doctrine of exhaustion of administrative remedies, a court's dismissal of a common law writ of *certiorari* precludes a party from seeking review of the underlying administrative decision through another lawsuit. However, we conclude that the exhaustion doctrine applies in this situation, given the functional similarity between a request for judicial review pursuant to common law writ and a petition under the Administrative Review Law. Further, this conclusion is consistent with the goal of limiting duplicative piecemeal litigation. See *Arvia*, 209 Ill.2d at 532 (recognizing that if exhaustion doctrine did not extend to administrative review in the circuit court, it would “enable a party to litigate separately every alleged error committed by an agency in the course of the administrative proceedings” (quoting *Dubin*, 128 Ill.2d at 499)); *Burns*, 2013 IL App (1st) 122449, ¶ 12 (the exhaustion doctrine “conserve[s] judicial time by avoiding unnecessary or piecemeal appeals.”).

¶ 30 Simply put, LNR was entitled to only one opportunity to seek circuit court review of the Village's revocation decision. The Village Code provided that the method to obtain such review was to file a writ of *certiorari*. LNR filed a writ of *certiorari* in the circuit court, but the circuit court determined that it was untimely. Having failed to pursue the prescribed method of review, LNR could not seek a second opportunity at administrative review by relabeling its request for review as a lawsuit pursuant to section 1983 of Title 42 of the United States Code. The record

makes apparent that LNR's section 1983 complaint was merely an attempt to circumvent the preclusive effect of its failure to seek administrative review in a timely manner. We note that LNR filed the section 1983 complaint only after the Village filed its motion to dismiss the writ of *certiorari* as untimely. It appears that LNR, sensing that the writ would be dismissed, sought to preserve a challenge to the license revocation by transforming its claim into allegations of constitutional violations. It is clear that, in order to assess the merits of the section 1983 complaint, the circuit court would be required to review the Village's administrative determinations that led to the revocation of LNR's licenses. In essence, LNR's section 1983 action was a second attempt to obtain judicial review of the same administrative actions that it attempted to challenge through its untimely writ of *certiorari*. However, the writ was the sole avenue by which LNR could seek judicial review of the Village's revocation decision. See *Canel v. Topinka*, 212 Ill.2d 311, 321 (2004) ("Where the Administrative Review Law [citation] is applicable and provides a remedy, a circuit court may not redress a party's grievance through any other type of action. [Citation.] The circuit court's power to resolve factual and legal issues arising from an agency's decision must be exercised within its review of the agency's decision and not in a separate proceeding. [Citation.]"). Having already disposed of the writ of *certiorari* as untimely, the circuit court could not "redress [LNR's] grievance through any other type of action" including the section 1983 complaint. See *id.*

¶ 31 In short, we agree with the Village and the trial court that the doctrine of exhaustion of administrative remedies serves as affirmative matter warranting dismissal of the section 1983 complaint. LNR had an opportunity to seek judicial review of the Village's revocation decision through the writ of *certiorari*, yet failed to exercise that right in a timely manner, leading to the writ's dismissal. We point out that, even after the circuit court entered its August 15, 2017, order

No. 1-19-1417

reversing the findings of liability, LNR still had three months in which to file a timely petition for writ of *certiorari* from the Village's May 2017 revocation order, but failed to do so. Having failed to timely seek judicial review through the proper channel, LNR could not disguise its claim as an independent tort action in order to receive another "bite at the apple" of circuit court review of the Village's revocation decision. Accordingly, we conclude that the court did not err in granting the Village's motion to dismiss LNR's section 1983 complaint.

¶ 32 In reaching this conclusion, we do not mean to suggest that a plaintiff may *never* bring a section 1983 claim in conjunction with a claim for administrative review. We acknowledge case law recognizing that "causes of action for constitutional violations committed by an administrative agency are not preempted by the Review Law when the Review Law applies to the actions of an administrative agency." *Stykel v. City of Freeport*, 318 Ill. App. 3d 839, 849 (2001) ("A constitutional claim is an original action independent of the administrative review proceeding and is therefore plenary in scope. [Citation.] Moreover, a constitutional challenge is not a review proceeding even when it questions an administrative decision that has an adjudicative component."); see also *Hofrichter v. City of Chicago Heights*, 2016 IL App (1st) 153106, ¶¶ 18-19 (recognizing that, even if Administrative Review Law applied to plaintiff's claim against City of Chicago for failing to promote him, he was "nevertheless entitled" to pursue a claim for relief pursuant to section 1983). However, from the record in this case, it is apparent that LNR's section 1983 complaint represented a duplicative attempt at administrative review, after LNR realized that its writ of *certiorari* would be dismissed as untimely. Under the circumstances, we agree with the circuit court that the exhaustion doctrine applied and served as an affirmative matter warranting dismissal of the section 1983 complaint.

No. 1-19-1417

¶ 33 For the foregoing reasons, we affirm the judgment of the circuit court of Cook County.

¶ 34 Affirmed.

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** August 26, 2020  
**SUBJECT:** Payment Approval, Cook County Department of Public Health

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice dated April 28, 2020 for retail food establishment reports for January 2020-March 2020.

**RECOMMENDATION:** It is recommendation that the total payments of \$7,100.00 be approved for payment. The expense account to be charged: 01-23-52400.



**COOK COUNTY HEALTH & HOSPITALS SYSTEM**  
**CCHHS**

Cook County Dept. of Public Health  
15900 S. Cicero Ave, Oak Forest, Illinois 60452  
www.cookcountypublichealth.org  
Terry Mason, MD, Chief Operating Officer

To: Frederick  
President  
Cook County Board of  
Commissioners

John Jay Shannon, MD  
Chief Executive Officer  
Cook County Health &  
Hospitals System

Mr. David Myers  
Village of Maywood  
40 West Madison  
Maywood, IL 60153

April 28, 2020

**Board Members**

- M. Leo Hermosa  
Chairman
- Commissioner Jerry Miller  
Vice Chairman
- Mary Dwyer, RN, MPH  
Asst. Mary Dwyer
- Emile M. Jung
- David Ernesto Muner
- Brian A. Rocco, Jr.
- May B. Robertson-Lynn
- John P. Swannick Gonzalez, PhD, JD
- William A. Thomas, MSW

Dear Mr. Myers:

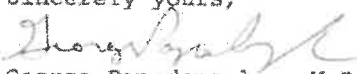
Enclosed are the retail food establishment reports for the most recent quarter (January 2020 thru March 2020). The number of inspections performed for which you were charged was 71. Based upon the fee of \$100.00 per inspection, the cost for services rendered during this period is \$7,100.00.


Please make check payable to: Cook County Dept. of Public Health and remit to:

Cook County Dept. of Public Health  
10220 S. 76th Avenue, Room 250  
Bridgeview, IL 60455  
Attention: Environmental Health Services

- Austin Health Center
- Cermak Health Services
- Children's Advocacy Center
- Cook Health Center
- Ruth M. Robinson  
CORE Center
- Conage Drive Health Center
- CountyCare Health Plan
- Englewood Health Center
- Logan Square Health Center
- Morton East Adolescent Health Center
- West South Health Center
- Oak Forest Health Center
- Dr. Judge White Health Center
- Powerton Hospital
- Cook County Department of Public Health
- Riverside Health Center
- John Stroger Jr. Hospital
- West Health Center
- Wood Dale Health Center

Should you have any questions, please contact me at (708)974-7107.

Sincerely yours,  
  
George Papadopoulos, M.P.H.  
Assistant Director  
Environmental Health Services

<b>RECOMMENDED TO BE PAID</b>	
DATE:	5/11/20
DEPT HEAD:	
EXPENSE ACCT:	01-23-58400
PO#	

**CCDPH Offices:** Bridgeview • Des Plaines • Forest Park • Markham • Maywood • Oak Forest • Rolling Meadows

• Ambulatory & Community Health Network • Cermak Health Services • Cook County Department of Public Health • John H. Stroger Jr. Hospital • Oak Forest Health Center • Provident Hospital • Ruth M. Robinson CORE Center

Inspection Date	Premise Name	Premise Address	Fee
02/19/2020	Al's Drive Inn	80 W. Madison	\$100.00
02/19/2020	Amoco Food Shop	1000 S. 1st Avenue	\$100.00
01/07/2020	Antojos Poblanos el Carmen	603 Lake	\$100.00
01/16/2020	Art Food & Beverage	817 Roosevelt	\$100.00
02/20/2020	B K Snack	1701 s. 1st Ave	\$100.00
02/05/2020	Beggars Pizza	621 W. Roosevelt	\$100.00
01/23/2020	BP	905 W. Roosevelt	\$100.00
02/18/2020	BP Amoco	1001 Madison	\$100.00
02/11/2020	Burger King	113 W. Roosevelt Road	\$100.00
03/03/2020	Burger King	49 W. Lake Street	\$100.00
01/23/2020	Candyland	209 S. 5th	\$100.00
01/17/2020	Carnitas don Alfredo	15 N. First	\$100.00
02/06/2020	Chicago Chicken Factory	609 Roosevelt	\$100.00
01/28/2020	Church's Chicken	600 S. 5th Avenue	\$100.00
01/07/2020	Cielito Lindo	612 lake	\$100.00
03/05/2020	Citgo Gas	715 W. Roosevelt Road	\$100.00
01/17/2020	Citgo Gas & Deli	601 S. Fifth Avenue	\$100.00
02/13/2020	Clark Gas	409 N. 5th	\$100.00
03/06/2020	Cradle to the Classroom	35 S. 19th	\$100.00
02/21/2020	D A Candy Corner	1612 W. Madison	\$100.00
01/07/2020	Discoteca Diaz	617 Lake Street	\$100.00
02/19/2020	Dunkin Donuts	1317 S. 1st Avenue	\$100.00
03/09/2020	El Durnaguito	402 W. Lake Street	\$100.00
01/24/2020	El Durnaguito	402 W. Lake Street	\$100.00
02/04/2020	Emerson School	311 Washington	\$100.00
03/06/2020	Garden House of Proviso Council of Aging	515 S. 2nd Avenue	\$100.00
02/26/2020	Garfield School	1514 S. Ninth Avenue	\$100.00
01/17/2020	Golo Gas	15 N. 1st Ave	\$100.00
02/04/2020	Granz	1919 St. Charles	\$100.00
01/29/2020	Gulf Gas Station	1209 S. 1st	\$100.00
03/13/2020	Hillary & Cooks	1200 S. 17th Avenue	\$100.00
03/06/2020	Irving School	805 S. 17th Avenue	\$100.00
01/16/2020	Issy's Corn & Fruits Truck #1	40 w. Madison	\$100.00
01/27/2020	Jenny Pizza	509 W. Lake Street	\$100.00
03/13/2020	JJ Fish & Chicken	917 Roosevelt	\$100.00
01/15/2020	Johnny BBQ	1919 St. Charles	\$100.00
01/14/2020	Kidz Korner	246 13th	\$100.00
01/15/2020	Kingston Market	1401 S. 5th	\$100.00
01/27/2020	La Placita	70 504 W. Lake	\$100.00

Inspection Date	Premise Name	Premise Address	Fee
02/05/2020	Lacey's Place	611 Roosevelt	\$100.00
02/10/2020	Lake Liquors	19 N. 5th Avenue	\$100.00
01/24/2020	Lincoln School	811 Chicago Avenue	\$100.00
01/17/2020	Magallanes Taco's	620 S. 5th Ave	\$100.00
01/22/2020	Marathon Gas	204 Lake Street	\$100.00
01/07/2020	Mariella Banquet	124 S. 5 th AVE	\$100.00
01/07/2020	Mariella's Banquet #2	1345 S. 5th	\$100.00
01/15/2020	Maywood Express	2 S. 5th Avenue	\$100.00
01/08/2020	Maywood Express Food Inc	1001 S. 9th	\$100.00
02/06/2020	MAYWOOD FOOD & LIQUOR	1816 ST. CHARLES	\$100.00
02/04/2020	Maywood Margery Daw	500 S. Fifth Avenue	\$100.00
01/16/2020	Mc Donalds	11 N. 1st Avenue	\$100.00
01/24/2020	Mc Donalds	507 W. Roosevelt	\$100.00
02/20/2020	Meal of the Day Cafe	1701 S. First Avenue (4th Floo	\$100.00
02/20/2020	Mexico Distributor	1710 Madison	\$100.00
03/05/2020	Morris Meats	1406 S. 5th Avenue	\$100.00
01/07/2020	Nurticlub	503 Lake	\$100.00
03/09/2020	One Stop Food Express & Liquor	1014 S. 17th Avenue	\$100.00
03/06/2020	Pee Wee Day Care	30 N. Fifth Avenue	\$100.00
03/04/2020	Poor Boy	101 Roosevelt Road	\$100.00
02/26/2020	Proviso Area for Exceptional Children	1000 Van Buren	\$100.00
03/10/2020	Shark's Fish & Chicken	715 S. Fifth Avenue	\$100.00
01/22/2020	Shark's fish & Chicken	1001 W. Roosevelt	\$100.00
03/09/2020	Shell Gas	1701 Harrison	\$100.00
02/05/2020	Shrimp Spot	1117 S. 1st	\$100.00
01/16/2020	Submarine Brothers	813 Roosevelt Road	\$100.00
03/04/2020	Super Save	101 Madison	\$100.00
01/06/2020	Supermercado	523 W. Lake Street	\$100.00
01/23/2020	Tello Beef	711 Roosevelt Road	\$100.00
02/13/2020	Train Up a Child	1407 S. Fifth Avenue	\$100.00
01/27/2020	Washington School	1111 Washington Blvd	\$100.00
03/02/2020	White Castle	211 W. Roosevelt Road	\$100.00
Summary for the Village of Maywood (71 Inspection(s))		Community Sum	\$7,100.00

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** August 26, 2020  
**SUBJECT:** Payment Approval, Fleet Services

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #66839271 dated 7/31/2020 for retail fuel purchases for the Village of Maywood.

**RECOMMENDATION:** It is recommendation that the total payments of \$14,344.62 be approved for payment. The expense account to be charged: Various Departments.

# FLEET SERVICES

# INVOICE/STATEMENT

INVOICE NUMBER: 66839271  
 ACCOUNT NAME: VILLAGE OF MAYWOOD (04)

PAGE 1 OF 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0453-00-650290-0	32,400.00	31	07-31-2020	08-21-2020	14,344.62

DATE	ACTIVITY DESCRIPTION	CHARGES/DEBITS	PAYMENTS/CREDITS
07-02-2020	PAYMENT RECEIVED - THANK YOU		22,248.47
07-31-2020	RETAIL FUEL PURCHASES	14,284.62	
07-31-2020	OTHER ADJUSTMENTS THIS PERIOD	60.00	

**REMINDER**  
 PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.

Recommended To Be Paid

Dept. Head: *Walter Maywood*

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

Date: \_\_\_\_\_ PO # \_\_\_\_\_

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

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
22,248.47	22,248.47	14,344.62	0.00	14,344.62

PAY ONLINE AT: [www.wexonline.com](http://www.wexonline.com)  
 CALL CUSTOMER SERVICE TO PAY BY PHONE  
 FEDERAL TAX ID: 84-1425616

SEE REVERSE SIDE FOR MORE INFORMATION AND TERMS.

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

## WEX FLEET UNIVERSAL

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

Fax change of address request to 1-800-395-0809.  
 Make check payable to:

**WEX BANK**

Use enclosed envelope or send to:

ACCOUNT NAME	VILLAGE OF MAYWOOD (04)
ACCOUNT NUMBER	0453-00-650290-0
INVOICE NUMBER	66839271
BILL CLOSING DATE	07-31-2020
AMOUNT DUE	14,344.62
AMOUNT ENCLOSED	
PAYMENT DUE DATE	08-21-2020

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO LATE FEES.



WEX BANK  
 PO BOX 6293  
 CAROL STREAM IL 60197-6293



# FLEET SERVICES

## Financial Summary - Department Totals

ACCOUNT : VILLAGE OF MAYWOOD (04)

CLOSING DATE: 07-31-2020

ACCOUNT NO: 0453-00-650290-0

DELIVER TO:  
 TANIKA SKIPPER  
 VILLAGE OF MAYWOOD (04)  
 40 MADISON ST  
 MAYWOOD IL 60153-2323

DEPARTMENT	TYPE OF TRANSACTION	CURRENT PERIOD					YEAR TO DATE				
		EXMPTD TAX	FUEL COST	NON-FUEL COST	ANCIL	TOTAL COST	EXMPTD TAX	FUEL COST	NON-FUEL COST	ANCIL	TOTAL COST
CE	RETAIL TXN	0.00	576.90	0.00	0.00	576.90	-194.27	3,335.72	0.00	4.00	3,145.45
FIRE DPT	RETAIL TXN	0.00	2,743.16	0.00	0.00	2,743.16	-1,181.47	17,440.13	0.00	24.00	16,282.66
MAYOR	RETAIL TXN	0.00	69.07	0.00	0.00	69.07	-20.98	400.09	0.00	4.00	383.11
P WORKS	RETAIL TXN	0.00	5,320.92	0.00	0.00	5,320.92	-2,442.02	33,245.68	24.74	34.00	30,862.40
POLICE	RETAIL TXN	0.00	5,574.57	0.00	0.00	5,574.57	-2,265.24	36,889.49	95.44	186.00	34,905.69
ACCT ANCILLARY FEES											
OVERNIGHT FEE					0.00	0.00				21.50	21.50
ONLINE FEE					15.00	15.00				105.00	105.00
<b>ACCOUNT TOTAL</b>		<b>0.00</b>	<b>14,284.62</b>	<b>0.00</b>	<b>15.00</b>	<b>14,299.62</b>	<b>-6,103.99</b>	<b>91,311.11</b>	<b>120.18</b>	<b>378.50</b>	<b>85,705.81</b>
<b>CARD ACTIVITY</b>		<b>TOTAL</b>	<b>ACTIVE</b>	<b>% ACTIVE</b>							
CURRENT PERIOD		128	52	40.6							
PREVIOUS PERIOD		128	54	42.2							




**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** August 26, 2020  
**SUBJECT:** Payment Approval, Kane, McKenna and Associates, Inc

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #17296 dated 7/31/2020 for TIF Professional Services.

**RECOMMENDATION:** It is recommendation that the total payments of \$6,168.75 be approved for payment. The expense account to be charged: 72-33-52400.

Kane, McKenna and Associates, Inc.  
 150 North Wacker Drive  
 Suite 1600  
 Chicago, Illinois 60606

 Kane, McKenna  
 and Associates, Inc.  
 T 312.444.1702  
 F 312.444.9052

Invoice submitted to:

MAYWOOD MADISON/ROOSEVELT TIF AMENDMENT  
 MR. WILLIE NORFLEET, JR, VILLAGE  
 MANAGER  
 VILLAGE OF MAYWOOD  
 40 EAST MADISON STREET  
 MAYWOOD, IL 60153-2323

<b>RECOMMENDED TO BE PAID</b>	
DATE:	8-18-20
DEPT HEAD:	William Nagel
EXPENSE ACCT:	73-37-52400
PO#	

July 31, 2020

In Reference To: VILLAGE OF MAYWOOD  
 MADISON/5TH & ROOSEVELT TIF AMENDMENT  
 CONTRACT DATED 01/29/20  
 CLIENT #1868

Invoice #17296

**Please Note: Payment(s) received after the last day of the month will appear on your next invoice.**

Professional Services

			<u>Hours</u>	<u>Amount</u>
7/1/2020	CD	DOCUMENT PREPARATION / REVIEW	2.00	400.00
	CD	PHONE CALL/CONFERENCE CALL	0.50	100.00
	PM	PHONE CALL/CONFERENCE CALL	0.50	112.50
	PM	DOCUMENT PREPARATION / REVIEW	0.50	112.50
7/2/2020	CD	DOCUMENT PREPARATION / REVIEW	2.00	400.00
7/6/2020	CD	DOCUMENT PREPARATION / REVIEW	1.00	200.00
	CD	PHONE CALL/CONFERENCE CALL	0.50	100.00

			<u>Hours</u>	<u>Amount</u>
7/7/2020	PM	DOCUMENT PREPARATION / REVIEW	0.50	112.50
	PM	PHONE CALL/CONFERENCE CALL	0.50	112.50
	PM	PHONE CALL/CONFERENCE CALL	0.50	112.50
7/10/2020	CD	DOCUMENT PREPARATION / REVIEW	1.00	200.00
	PM	DOCUMENT PREPARATION / REVIEW	0.50	112.50
7/13/2020	CD	DOCUMENT PREPARATION / REVIEW	1.00	200.00
7/14/2020	PM	DOCUMENT PREPARATION / REVIEW	1.00	225.00
	PM	MEETING	3.50	787.50
7/15/2020	PM	DOCUMENT PREPARATION / REVIEW	0.50	112.50
7/17/2020	CD	PHONE CALL/CONFERENCE CALL	0.50	100.00
7/20/2020	CD	DOCUMENT PREPARATION / REVIEW	1.00	200.00
	CD	RESEARCH ANALYSIS	1.00	200.00
	PM	DOCUMENT PREPARATION / REVIEW	1.00	225.00
7/21/2020	LD	RESEARCH ANALYSIS	1.00	175.00
	PM	DOCUMENT PREPARATION / REVIEW	0.50	112.50
7/22/2020	CD	DOCUMENT PREPARATION / REVIEW	1.00	200.00
	CD	RESEARCH ANALYSIS	1.00	200.00
	LD	RESEARCH ANALYSIS	0.75	131.25
7/23/2020	LD	RESEARCH ANALYSIS	1.00	175.00
7/24/2020	LD	RESEARCH ANALYSIS	1.00	175.00

	<u>Hours</u>	<u>Amount</u>
7/27/2020 LD RESEARCH ANALYSIS	1.25	218.75
7/28/2020 LD RESEARCH ANALYSIS	1.25	218.75
7/29/2020 LD DOCUMENT PREPARATION / REVIEW	1.00	175.00
7/30/2020 LD RESEARCH ANALYSIS	0.75	131.25
7/31/2020 LD RESEARCH ANALYSIS	0.75	131.25
Current professional fees	30.75	\$6,168.75
Previous balance		\$14,225.00
6/25/2020 Invoice #17157. Check No. 102750		(\$3,812.50)
6/26/2020 applied Payment to wrong invoice		\$3,812.50
6/29/2020 Invoice #17101. Check No. 102714		(\$3,387.50)
Total payments and adjustments		(\$3,387.50)
Total balance due		<u>\$17,006.25</u>

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
6,168.75	3,025.00	3,812.50	0.00	4,000.00

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** August 26, 2020  
**SUBJECT:** Payment Approval, Pipe-View, LLC

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoices for cleaning and televising of approximately 23,000 feet of combined sewers. A majority of the sewers were located within the proposed limits of 2020 Capital Improvement projects, as well as other projects in line for future improvements.

<b><u>Invoice</u></b>	<b><u>Amount</u></b>	<b><u>Date</u></b>
00024	\$5,529.84	08/10/2020
00025	\$5,716.04	08/10/2020
00026	\$5,491.20	08/10/2020
00027	\$990.33	08/10/2020

**RECOMMENDATION:** It is recommendation that the total payments of \$17,727.41 be approved for payment. The expense account to be charged: Various Accounts.

Pipe-View LLC

203 Farmwood Ln.  
LaPorte, IN 46350

# Invoice

Date	Invoice #
8/10/2020	00024

Bill To
Village of Maywood 40 Madison St. Maywood, IL 60153

P.O. No.	Terms	Project

Qty	Unit	Description	Date of S...	Rate	Amount
		Invoice for Add-on work No. 1			
4,076	LF	1. Televising Sewers		1.08	4,402.08
12	Tons	2. Removal and Disposal of Waste Materials		10.00	120.00
663	LF	3. Basic Clean of 12" (18th Ave- Harrison to Van Buren)		0.62	411.06
663	LF	4. Heavy Clean of 12" (18th Ave- Harrison to Ban Buren)		0.90	596.70
		<b>\$5,529.84</b>			

**RECOMMENDED TO BE PAID**  
**DATE:** 8.26.20  
**DEPT HEAD:** [Signature]  
**EXPENSE ACCT:** 41-52-53400  
**PO#** \_\_\_\_\_

<b>Total</b>	\$5,529.84
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,529.84

Pipe-View LLC

203 Farmwood Ln.  
LaPorte, IN 46350

# Invoice

Date	Invoice #
8/10/2020	00025

Bill To
Village of Maywood 40 Madison St. Maywood, IL 60153

*\$5,716.04*

<b>RECOMMENDED TO BE PAID</b>	
DATE:	<u>8.26.20</u>
DEPT HEAD:	<u>[Signature]</u>
EXPENSE ACCT:	<u>41-52-53400</u>
PO#	

P.O. No.	Terms	Project

Qty	Unit	Description	Date of S...	Rate	Amount
		Invoice for Add- On work No. 2			
630	LF	1.Clean 8" Sewer (7th Ave- Rice to Hugh Muir)		0.56	352.80
630	LF	2. Heavy Clean 8" Sewer (7th Ave- Rice to Hugh Muir)		0.60	378.00
607	LF	3. Basic Clean 10" Sewer ( 11th Ave- Washington to Warren)		0.62	376.34
607	LF	4. Heavy Clean 10" Sewer (11th Ave- Washington to Warren)		0.90	546.30
389	LF	5. Basic Clean 12" Sewer (Madison- 19th Ave to 20th Ave)		0.50	194.50
389	LF	6. Heavy Clean 12" Sewer (Madison-10th Ave to 20th Ave)		0.30	116.70
707	LF	7. Basic Clean 10" Sewer (21st ave- st Charles to R.R.)		0.62	438.34
707	LF	8. Heavy Clean 10" Sewer (21st ave- St Charles to R.R.)		0.90	636.30
671	LF	9. BasicClean 10" Sewer (3rd Ave -Lexington to Harvard)		0.62	416.02
671	LF	10. Heavy Clean 10" (3rd Ave- Lexington to Harvard)		0.90	603.90
478	LF	11. Basic Clean 10"(20th Ave-Lexington to Bataan)		0.50	239.00
478	LF	12.Heavy Clean 10" Sewer (20th Ave to Lexington to Bataan)		0.30	143.40
534	LF	13. Basic Clean 8" Sewer (7th Ave- Hugh Muir to Augusta)		0.56	299.04
534	LF	14. Heavy Clean 8" Sewr (7th Ave- Hugh Muir to Augusta)		0.60	320.40
655	LF	15. Clean 10" Sewer (Alley Between 19th Ave and 20th Ave)		0.60	393.00
655	LF	16.Heavy Clean 10" Sewer (Alley between 19th Ave and 20th Ave)		0.40	262.00

<b>Total</b>	\$5,716.04
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,716.04

Pipe-View LLC

203 Farmwood Ln.  
LaPorte, IN 46350

# Invoice

Date	Invoice #
8/10/2020	00026

Bill To
Village of Maywood 40 Madison St. Maywood, IL 60153

*# 5,491.20*

**RECOMMENDED TO BE PAID**

DATE: 8.26.20

DEPT HEAD: Jul 6 2020

EXPENSE ACCT: 41-52-53400

PO# \_\_\_\_\_

P.O. No.	Terms	Project

Qty	Unit	Description	Date of S...	Rate	Amount
		Invoice for Add on Work No. 3			
330	LF	1. Basic Clean 36" Sewer (School- 6th Ave to 5th Ave)		1.60	528.00
330	LF	2. Heavy Clean 36" (School-6th Ave to 5th Ave)		1.40	462.00
660	LF	3. Heavy Clean 12" Sewer (14th Ave- Randolph to Oak)		6.82	4,501.20

<b>Total</b>	\$5,491.20
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$5,491.20

August 10, 2020

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

Re: 2020 Sewer Cleaning and Televising Project  
Pay Estimate No. 3 and Final

Dear Mr. Norfleet:

Pipe-View, LLC of LaPorte, Indiana has completed work on the referenced project. The project consists of the cleaning and televising of approximately 23,000 feet of combined sewers. A majority of the sewers were located within the proposed limits of 2020 Capital Improvement projects, as well as other projects in line for future improvements.

Pay Estimate No. 3 and Final includes the release of monies that were retained on the previous pay estimate. We have reviewed the work performed and have found the work represented by the quantities on this estimate satisfactorily completed. We have reviewed the current project quantities with representatives of Pipe-View, LLC, and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 00027 in the amount of \$990.33. We have attached the Contractor's Affidavit and Final Waivers of Lien for this Pay Estimate No. 3 and Final.

This project is being funded 35% through the Madison Street TIF and 65% through the General Fund, and this payment may be allocated accordingly.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

  
\_\_\_\_\_

William Peterhansen, P.E., CFM

cc: - Mr. John West, Director of Public Works  
Mr. Nick Zarantonello, Pipe-View, LLC

Enclosures

Recommended To Be Paid

Dept. Head: 

Expense Acct: 72-33-52400

Date: 8-27-20 01-50 524 00  
PO # \_\_\_\_\_

2020 Sewer Cleaning and Televising Project  
 Owner: Village of Maywood  
 Contractor: Pipe-View, LLC  
 Engineer: Hancock Engineering Co.  
 Engineer's Pay Estimate No. 3 and Final  
 Date: August 4, 2020

No.	Item	Unit	AWARDED		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
1	Basic CL of 6" D, Sewer (2nd Ave. - Washington to Pine)	Foot	310	\$155.00	-	5	305	\$ 0.50	\$ 152.50
2	Heavy CL of 6" D, Sewer (2nd Ave. - Washington to Pine)	Foot	155	46.50	-	155	-	0.30	-
3	Basic CL of 9" D, Sewer (Washington Blvd. - 15th to 16th)	Foot	310	155.00	757	0	1,067	0.50	533.50
4	Heavy CL of 9" D, Sewer (Washington Blvd. - 15th to 16th)	Foot	310	93.00	-	310	-	0.30	-
5	Basic CL of Sewer Crossings of Washington Blvd.	Foot	8,400	5,040.00	-	1,859	6,541	0.60	3,924.60
6	Heavy CL of Sewer Crossings of Washington Blvd.	Foot	4,200	1,680.00	-	3,527	673	0.40	269.20
7	Basic CL of 12" D, Sewer (19th Ave. - Various Locations)	Foot	1,700	952.00	-	27	1,673	0.56	936.88
8	Heavy CL of 12" D, Sewer (19th Ave.)	Foot	1,700	1,020.00	-	1,274	426	0.60	255.60
9	Basic CL of 10" D, Sewer (Madison St. - 80 Madison to 1st)	Foot	175	87.50	481	0	656	0.50	328.00
10	Heavy CL of 10" D, Sewer (Madison St. - 80 Madison to 1st)	Foot	175	52.50	-	175	-	0.30	-
11	Basic CL of 10" D, Sewer (1st Ave. - Legion to School)	Foot	1,000	500.00	4	0	1,004	0.50	502.00
12	Heavy CL of 10" D, Sewer (1st Ave. - Legion to School)	Foot	1,000	300.00	-	1,000	-	0.30	-
13	IDOT Associated Requirements (First Ave.)	LS	1	1,000.00	-	0	1	1,000.00	1,000.00
14	Basic CL of 9" D, Sewer (2nd Ave. - Madison to School)	Foot	330	165.00	-	45	285	0.50	142.50
15	Heavy CL of 9" D, Sewer (2nd Ave. - Madison to School)	Foot	165	49.50	-	165	-	0.30	-
16	Basic CL of 15" D, Sewer (19th Ave. - Van Buren to Harrison)	Foot	620	347.20	44	0	664	0.56	371.84
17	Heavy CL of 15" D, Sewer (19th Ave. - Van Buren to Harrison)	Foot	310	186.00	-	310	-	0.60	-
18	Basic CL of 12" D, Sewer (19th Ave. - Van Buren to Winfield Scott Pk)	Foot	1,080	604.80	-	8	1,072	0.56	600.32
19	Heavy CL of 12" D, Sewer (19th Ave. - Van Buren to Winfield Scott Pk)	Foot	540	324.00	-	540	-	0.60	-
20	Basic CL of 36" Storm Relief Sewer (Huron St.)	Foot	860	1,376.00	-	46	814	1.60	1,302.40
21	Heavy CL of 36" Storm Relief Sewer (Huron St.)	Foot	430	602.00	-	430	-	1.40	-
22	Basic CL of 12" D, Sanitary Sewer (Huron St.)	Foot	375	210.00	-	185	190	0.56	106.40
23	Heavy CL of 12" D, Sanitary Sewer (Huron St.)	Foot	188	112.80	-	188	-	0.60	-
24	Basic CL of 9" D, Sewer (6th Ave - Madison St. to Washington Blvd.)	Foot	1,250	625.00	13	0	1,263	0.50	631.50
25	Heavy CL of 9" D, Sewer (6th Ave - Madison St. to Washington Blvd.)	Foot	625	187.50	-	625	-	0.30	-
26	Basic CL of 12" Sanitary Sewer (Legion St. - Greenwood Ave. to East)	Foot	275	154.00	96	0	371	0.56	207.76
27	Heavy CL of 12" Sanitary Sewer (Legion St. - Greenwood Ave. to East)	Foot	130	78.00	-	130	-	0.60	-
28	Basic CL of 12" Comb Sewer (North - South Crossings of Wilcox St.)	Foot	1,800	1,008.00	-	622	1,178	0.56	659.68
29	Heavy CL of 12" Comb Sewer (North - South Crossings of Wilcox St.)	Foot	900	540.00	-	900	-	0.60	-
30	Basic CL of 10" D, Relief Sewer (Wash Blvd. - 17th Ave. to 14th Ave.)	Foot	850	425.00	-	850	-	0.50	-
31	Heavy CL of 10" D, Relief Sewer (Wash Blvd. - 17th Ave. to 14th Ave.)	Foot	425	127.50	-	425	-	0.30	-
32	Basic CL of 12" D, Relief Sewer (Washington Blvd. and 20th Ave)	Foot	300	168.00	-	300	-	0.56	-
33	Heavy CL of 12" D, Relief Sewer (Washington Blvd. and 20th Ave)	Foot	300	180.00	-	300	-	0.60	-
34	Basic CL of 12" D, Sewer (North - South Crossings of Lexington Ave.)	Foot	900	504.00	84	0	984	0.56	551.04
35	Heavy CL of 12" D, Sewer (North - South Crossings of Lexing Ave.)	Foot	450	270.00	-	118	332	0.60	199.20
36	Basic CL of 8" D, Sewer (8th Ave. - Oak St. to St. Charles Rd.)	Foot	650	325.00	12	0	662	0.50	331.00
37	Heavy CL of 8" D, Sewer (8th Ave. - Oak St. to St. Charles Rd.)	Foot	325	97.50	-	325	-	0.30	-
38	Basic CL of 12" D, Sewer (3rd Ave. - Lexington Ave. to Bataan Dr.)	Foot	300	168.00	99	0	399	0.56	223.44
39	Heavy CL of 12" D, Sewer (3rd Ave. - Lexington Ave. to Bataan Dr.)	Foot	300	180.00	99	0	399	0.60	239.40
40	Basic CL of 9" D, Sewer (2nd Ave. - Chicago Ave. to Hugh Muir Ln.)	Foot	650	325.00	24	0	674	0.50	337.00
41	Heavy CL of 9" D, Sewer (2nd Ave. - Chicago Ave. to Hugh Muir Ln.)	Foot	325	97.50	-	325	-	0.30	-
42	Basic CL of 10" D, Sewer (North - South Crossings of Huron St.)	Foot	700	350.00	583	0	1,283	0.50	641.50
43	Heavy CL of 10" D, Sewer (North - South Crossings of Huron St.)	Foot	350	105.00	-	350	-	0.30	-
44	Basic CL of 12" D, Sewer (Lexington Ave. - 25th Ave. to 24th Ave.)	Foot	300	168.00	208	0	508	0.56	284.48
45	Heavy CL of 12" D, Sewer (Lexington Ave. - 25th Ave. to 24th Ave.)	Foot	150	90.00	49	0	199	0.60	119.40
46	Basic CL of 12" D, Sewer (24th Ave. - Lexington Ave. to North)	Foot	225	126.00	21	0	246	0.56	137.76
47	Heavy CL of 12" D, Sewer (24th Ave. - Lexington Ave. to North)	Foot	110	66.00	-	110	-	0.60	-
48	Basic CL of 18" D, Sewer (Bataan Dr. - 24th Ave. to 23rd Ave.)	Foot	500	310.00	5	0	505	0.62	313.10
49	Heavy CL of 18" D, Sewer (Bataan Dr. - 24th Ave. to 23rd Ave.)	Foot	250	225.00	255	0	505	0.90	454.50
50	Televising Sewers	Foot	23,860	25,768.80	-	410	23,450	1.08	25,326.00
51	Removal and Disposal of Waste Materials	Ton	200	2,000.00	-	162	38	10.00	380.00
52	Basic CL of 10" D, Sewer (15th Ave. - Randolph to Oak)	Foot	0	0.00	667	0	667	0.50	333.50
53	Heavy CL of 10" D, Sewer (15th Ave. - Randolph to Oak)	Foot	0	0.00	667	0	667	0.30	200.10
54	Televising Sewers (15th Ave. - Randolph to Oak)	Foot	0	0.00	667	0	667	1.08	720.36
55	Heavy CL, Root Cut, Disposal (Bataan Dr. - 23rd Ave. to 18th Ave.)	Foot	0	0.00	680	0	680	10.00	6,800.00

Total	\$49,727.60	\$ 49,516.46
Less Previous Pay Estimates		\$ 48,526.13
Total Amount Due, Estimate No. 3 and Final		\$ 990.33



Pipe-View LLC  
 203 Farmwood Ln.  
 LaPorte, IN 46350

# Invoice

Date	Invoice #
8/10/2020	00027

<b>Bill To</b>
Village of Maywood 40 Madison St. Maywood, IL 60153

P.O. No.	Terms	Project

Qty	Unit	Description	Date of S...	Rate	Amount
		Pay Estimate No. 3 Final			
305	LF	1. Basic Clean of 6" (2nd Ave-Washington to Pine)		0.50	152.50
1,067	LF	3. Basic Clean 9" (Washington Blvd-15th to 16th)		0.50	533.50
6,541	LF	5. Basic Clean of Sewer Crossings of Washington Blvd.		0.60	3,924.60
673	LF	6. Heavy Clean Sewer crossings of Washington Blvd		0.40	269.20
1,673	LF	7. Basic Clean 12" Sewer (19th Ave- Various Locations)		0.56	936.88
426	LF	8. Heavy Clean 12" Sewer (19th Ave)		0.60	255.60
656	LF	9. Basic Clean 10" Sewer (Madison St to 80 Madison to 1st)		0.50	328.00
1,004	LF	11. Basic Clean 10" Sewer		0.50	502.00
1	LS	IDOT Associated Requirements (First Ave)		1,000.00	1,000.00
285	LF	14. Basic clean 9" Sewer (2nd Ave-Madison to School)		0.50	142.50
664	LF	16. Basic Clean 15" (19th Ave-Van Buren to Harrison)		0.56	371.84
1,072	LF	18. Basic Clean 12" Sewer (19th Ave-Van Buren to Winfield Scott Pk)		0.56	600.32
814	LF	20. Basic Clean 36" Storm Relief Sewr (Huron St)		1.60	1,302.40
190	LF	22. Basic Clean 12" Sanitary Sewer (Huron)		0.56	106.40
1,263	LF	24. Basic Clean 9" (6th Ave to Madison St to Washington Blvd)		0.50	631.50
371	LF	26. Basic clean 12" Sanitary Sewer (Legion St to Greenwood Ave to East)		0.56	207.76
1,178	LF	28. Basic Clean 12" Comb Sewer (North-South Crossings of Wilcox St)		0.56	659.68
984	LF	34. Basic Clean 12" (North -South Crossings of Lexington Ave)		0.56	551.04
332	LF	35. Heavy Clean 12" (North- South Crossings of Lexington Ave)		0.60	199.20
662	LF	36. Basic Clean 8" ( 8thAve - Oak St to St Charles Rd)		0.50	331.00
399	LF	38. Basic Clean 12" (3rd Ave- Lexington ave to Bataan Dr)		0.56	223.44
399	LF	39. Heavy Clean 12" (3rd Ave- Lexington Ave to Bataan Dr)		0.60	239.40
674	LF	40. Basic Clean 9" (2nd Ave- Chicago ave to Hugh Muir Ln)		0.50	337.00
1,283	LF	42. Basic Clean 10" (North-South Crossings of Huron St)		0.50	641.50

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>

Pipe-View LLC

203 Farmwood Ln.  
LaPorte, IN 46350

# Invoice

Date	Invoice #
8/10/2020	00027

<b>Bill To</b>
Village of Maywood 40 Madison St. Maywood, IL 60153

P.O. No.	Terms	Project

Qty	Unit	Description	Date of S...	Rate	Amount
508	LF	44. Basic Clean 12" Lexington Ave- 25th Ave to 24th Ave)		0.56	284.48
199	LF	45. Heavy Clean 12" (Lexington Ave to 25th Ave to 24th Ave)		0.60	119.40
246	LF	46. Basic Clean 12" (24th Ave- Lexington Ave to North)		0.56	137.76
505	LF	48. Basic Clean 18" (Bataan Dr to 24th Ave to 23rd Ave)		0.62	313.10
505	LF	49. Heavy Clean 18" (Bataan Dr to 24th Ave to 23rd Ave)		0.90	454.50
23,450	LF	50. Televising Sewers		1.08	25,326.00
38	LF	51. Disposal of Debris		10.00	380.00
667	LF	52. Basic Clean 10" (15th Ave- Randolph to Oak)		0.50	333.50
667	LF	53. Heavy Clean 10" (15th Ave- Randolph to Oak)		0.30	200.10
667	LF	54. Televising		1.08	720.36
680	LF	55. Heavy Clean (Bataan dr. 23rd Ave to 18th Ave)		10.00	6,800.00
		Less previous payment		-48,526.13	49,516.46 -48,526.13

<b>Total</b>	\$990.33
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$990.33

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** August 26, 2020  
**SUBJECT:** Payment Approval, Quicket

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #0000623 dated 6/25/2020 for the Annual Subscription Quicket Platform for The Village of Maywood Police Department.

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



# INVOICE

**Quicket Solutions**  
1 N Wacker Dr  
Suite 2410  
Chicago, Illinois 60606  
United States

(630) 723-7723  
www.quicketsolutions.com

**BILL TO**  
**Maywood Police Department**  
Lt. Daryl Fairley  
125 S. 5th Ave.  
Maywood, Illinois 60153  
United States

dfairley@maywoodpolice-il.org

**Invoice Number:** 0000623

**Invoice Date:** June 25, 2020

**Payment Due:** July 25, 2020

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

Items	Quantity	Price	Amount
<b>Annual Subscription</b> Quicket Platform -Phase 2	1	\$24,000.00	\$24,000.00

**Total:** \$24,000.00

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

<b>RECOMMENDED TO BE PAID</b>	
<b>DATE:</b>	<u>8/7/2020</u>
<b>DEPT HEAD:</b>	<u>[Signature]</u>
<b>EXPENSE ACCT:</b>	<u>01 40 58400</u>
<b>PO#</b>	

**Village of Maywood  
Interdepartmental Memorandum**

**TO:** Village Mayor and Board of Trustees  
**FROM:** Willie Norfleet, Village Manager  
**DATE:** August 26, 2020  
**SUBJECT:** Payment Approval, Triggi Construction

**SPECIFIC ACTION REQUESTED:** Payment approval of the attached invoice #2009-01 dated 7/31/2020 the reference project which includes roadway and drainage improvements along 6<sup>th</sup> Avenue (Madison Street to Washington Blvd), School Street (6<sup>th</sup> Avenue to 5<sup>th</sup> Avenue), Warren Street (6<sup>th</sup> Avenue to 5<sup>th</sup> Avenue), Legion Street (East of Greenwood Avenue) and Wilcox (9<sup>th</sup> Avenue to 5<sup>th</sup> Avenue). The project also includes improvements to Alleys 101, 106, and 344.

The project to be constructed consists of the removal and replacement of curb and gutter, sidewalks, and driveway aprons; replacement or repair of defective drainage structures; replacement of deteriorated storm sewer and laterals and certain sections of combined sewer; excavation of the existing pavement; installation of an aggregate base course; installation of concrete alley and concrete street pavements; installation of permeable brick pavers and infiltration pits within alley pavements; reconstructing pavements with hot-mix asphalt binder and hot-mix asphalt surface courses, milling and resurfacing of hot-mix asphalt pavements, restoration of disturbed sections of the parkways and alley right of ways, and other related work.

The work represented on the pay estimate includes work performed between June 29, 2020 and August 4, 2020. Generally, the work performed with this period includes sewer/water main repairs and concrete removal and replacement. We have reviewed the work performed and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Triggi Construction, Inc., and have found them to be accurate.

**RECOMMENDATION:** It is recommendation that the total payments of \$405,627.75 be approved for payment. The expense account to be charged: 72-33-82000.

August 10, 2020

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

Re: 2020 Alley and Roadway Improvements Project  
Pay Estimate No. 1

Dear Mr. Norfleet:

Triggi Construction, Inc. of West Chicago began construction on the referenced project on June 29, 2020. The project includes roadway and drainage improvements along 6<sup>th</sup> Avenue (Madison Street to Washington Blvd.), School Street (6<sup>th</sup> Avenue to 5<sup>th</sup> Avenue), Warren Street (6<sup>th</sup> Avenue to 5<sup>th</sup> Avenue), Legion Street (East of Greenwood Avenue), and Wilcox (9<sup>th</sup> Avenue to 5<sup>th</sup> Avenue). The project also includes improvements to Alleys 101, 106, and 344.

The project to be constructed consists of the removal and replacement of curb and gutter, sidewalks, and driveway aprons; replacement or repair of defective drainage structures; replacement of deteriorated storm sewer laterals and certain sections of combined sewer; excavation of the existing pavement; installation of an aggregate base course; installation of concrete alley and concrete street pavements; installation of permeable brick pavers and infiltration pits within alley pavements; reconstructing pavements with hot-mix asphalt binder and hot-mix asphalt surface courses, milling and resurfacing of hot-mix asphalt pavements, restoration of disturbed sections of the parkways and alley right of ways, and other related work.

The work represented on this pay estimate includes work performed between June 29, 2020 and August 4, 2020. Generally, the work performed within this period includes sewer/water main repairs and concrete removal and replacement. We have reviewed the work performed and have found the work represented by the quantities on this estimate satisfactorily completed to date. We have reviewed the current project quantities with representatives of Triggi Construction, Inc., and have found them to be accurate.

We therefore recommend that the Village of Maywood approve the payment of the Contractor's Invoice No. 2009-01 in the amount of \$405,627.75. We have attached the Contractor's Affidavit and Waivers of Lien for this Pay Estimate No. 1. The project is being funded through the Madison Street TIF.

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

Recommended To Be Paid

Dept. Head: Willie Norfleet

Expense Acct: 72-37-82000

Date: 8-25-20 PO # \_\_\_\_\_

cc: Mr. John West, Director of Public Works  
Triggi Construction, Inc., P.O. Box 235, 1975 Powis Road, West Chicago, IL 60186-0235

Enclosures

2020 Alley and Roadway Improvements  
 Owner: Village of Maywood  
 Contractor: Triggs Construction, Inc.  
 Engineer: Hancock Engineering Co.  
 Engineer's Pay Estimate No. 1  
 Date: August 4, 2020

No.	Item	Unit	AWARDED		QUANTITY			Unit Price	Amount
			Quantity	Value	Overage	Remaining	Completed		
1	Earth Excavation	CuYd	1,300	\$58,500.00	-	1,155	145	\$ 45.00	\$ 6,525.00
2	Earth Excavation (Special)	CuYd	700	31,500.00	-	685	15	45.00	675.00
3	Undercut Excavation	CuYd	300	7,500.00	-	300	-	25.00	-
4	Porous Granular Embankment, 3"	CuYd	300	7,500.00	-	300	-	25.00	-
5	Infiltration Pit	CuYd	55	5,500.00	-	55	-	100.00	-
6	Exploratory Excavation	Hour	10	10.00	-	10	-	1.00	-
7	Removal and Disposal of Regulated Substances	CuYd	1,100	1,100.00	-	1,100	-	1.00	-
8	Comb Curb & Gutter Removal	Foot	7,400	40,700.00	-	4,445	2,955	5.50	16,252.50
9	Sidewalk Removal	SqFt	18,500	27,750.00	-	10,800	7,700	1.50	11,550.00
10	Driveway Pavement Removal	SqYd	1,400	14,000.00	-	850	550	10.00	5,500.00
11	Pavement Removal	SqYd	3,200	48,000.00	-	1,740	1,460	15.00	21,900.00
12	Pavement Removal (Streets)	SqYd	1,500	22,500.00	-	1,500	-	15.00	-
13	Pavement Removal (Wilcox)	SqYd	3,700	92,500.00	-	3,700	-	25.00	-
14	Pavement Removal Parking	SqYd	600	9,000.00	-	600	-	15.00	-
15	Hot-Mix Asphalt Surface Removal (Variable Depth)	SqYd	6,200	31,000.00	-	6,200	-	5.00	-
16	Incidental HMA Surface Removal	SqYd	1,500	11,250.00	-	1,500	-	7.50	-
17	HMA Surface Removal - Butt Joint	SqYd	350	5,250.00	-	350	-	15.00	-
18	10" Dia. PVC Combined Sewer Pipe Replacement	Foot	70	28,000.00	-	0	70	400.00	28,000.00
19	12" Dia. PVC Combined Sewer Pipe Replacement	Foot	63	1,575.00	-	49	14	25.00	350.00
20	Additional 10" Dia. PVC Combined Sewer Pipe Replacement	Foot	24	24.00	-	19	5	1.00	5.00
21	Additional 12" Dia. PVC Combined Sewer Pipe Replacement	Foot	24	24.00	-	24	-	1.00	-
22	6" Dia. PVC Sanitary Sewer Service Pipe	Foot	50	50.00	-	50	-	1.00	-
23	Sanitary Service Connection	Each	8	2,000.00	-	6	2	250.00	500.00
24	10" Dia. PVC Storm Sewer Pipe	Foot	1,200	48,000.00	-	105	1,095	40.00	43,800.00
25	Trench Backfill	CuYd	600	600.00	-	400	200	1.00	200.00
26	Ty "C" CB, 2' Dia, Type 1 Frame, Open Lid	Each	1	3,000.00	1	0	2	3,000.00	6,000.00
27	Restricted Depth CB, 4' Dia, Ty 1 Frame, Open Lid	Each	22	93,500.00	-	5	17	4,250.00	72,250.00
28	10"x4" Catch Basin Trap & Restrictor	Each	1	575.00	-	0	1	575.00	575.00
29	Restricted Depth San MH, 4' Dia, Ty1 Frame, CLid	Each	3	21,000.00	-	2	1	7,000.00	7,000.00
30	Restricted Depth Storm MH, 4' Dia, Ty1 Frame, CLid	Each	4	28,000.00	2	0	6	7,000.00	42,000.00
31	Connection to Existing Structure	Each	10	2,500.00	-	10	-	250.00	-
32	Connection to Existing Storm Sewer	Each	1	5,500.00	-	0	1	5,500.00	5,500.00
33	Frames & Lids to be Adjusted	Each	50	23,750.00	-	48	2	475.00	950.00
34	Structure to be Reconstructed	Each	12	22,200.00	-	8	4	1,850.00	7,400.00
35	Frames & Lids	Each	40	10,000.00	-	40	-	250.00	-
36	Structure to be Removed	Each	21	1,050.00	3	0	24	50.00	1,200.00
37	Structure to be Abandoned	Each	7	350.00	-	7	-	50.00	-
38	Water Service Boxes & Valve Boxes to be Adjusted	Each	10	2,500.00	-	10	-	250.00	-
39	Fire Hydrant and Water Valve to be Replaced	Each	2	19,500.00	-	0	2	9,750.00	19,500.00
40	Comb Conc C&G, Ty B-6.12 (Modified)	Foot	7,200	144,000.00	-	5,700	1,500	20.00	30,000.00
41	Concrete Curb, Ty B	Foot	500	12,500.00	-	500	-	25.00	-
42	PCC Sidewalk, 5"	SqFt	18,500	120,250.00	-	14,000	4,500	6.50	29,250.00
43	Detectable Warnings	SqFt	700	17,500.00	-	550	150	25.00	3,750.00
44	PCC Driveway Pavement, 7"	SqYd	1,400	70,000.00	-	1,125	275	50.00	13,750.00
45	PCC Driveway Pavement, 8"	SqYd	600	33,000.00	-	575	25	55.00	1,375.00
46	PCC Pavement, 8" (Jointed)	SqYd	4,300	215,000.00	-	4,300	-	50.00	-
47	PCC Alley Pavement, 8"	SqYd	1,100	55,000.00	-	580	520	50.00	26,000.00
48	Edge Grade Adjustment	Foot	80	800.00	-	30	50	10.00	500.00
49	White Wax Compound	SqYd	10,000	1,000.00	-	10,000	-	0.10	-
50	PCC Base Course, 8"	SqYd	1,900	76,000.00	-	1,515	385	40.00	15,400.00
51	Deformed Tie Bars	Each	1,600	8,000.00	-	1,600	-	5.00	-
52	Permeable Brick Pavers	SqFt	400	10,000.00	-	400	-	25.00	-
53	Remove and Reset Existing Brick Pavers	SqFt	300	7,500.00	-	300	-	25.00	-
54	Incidental Hot-Mix Asphalt Surfacing	SqYd	2,750	68,750.00	-	2,750	-	25.00	-
55	Geogrid for Ground Stabilization	SqYd	6,100	12,200.00	-	5,580	520	2.00	1,040.00
56	Aggregate Base Course, Type B, 6"	SqYd	6,100	45,750.00	-	5,580	520	7.50	3,900.00
57	Aggregate Base Course, Type B, 8"	SqYd	2,500	25,000.00	-	2,455	45	10.00	450.00
58	Bituminous Materials (Tack Coat) 55-1	Gal	6,200	620.00	-	6,200	-	0.10	-
59	HMA Binder Course, IL 19.0, N50 (Reconstruction) 4"	Ton	225	22,500.00	-	225	-	100.00	-
60	HMA Leveling Binder (Machine Method)	Ton	400	38,000.00	-	400	-	95.00	-
61	HMA Binder Course, IL 19.0, N50 (Parking Pavement) 3"	Ton	120	14,400.00	-	120	-	120.00	-
62	HMA Surface Course, Mix 'D', N50	Ton	975	82,875.00	-	975	-	85.00	-
63	Topsoil Placement 3"	SqYd	5,200	5,200.00	-	5,200	-	1.00	-
64	Sodding	SqYd	5,200	72,800.00	-	5,200	-	14.00	-
65	Supplemental Watering	Unit	25	25.00	-	25	-	1.00	-
66	Inlet Filters	Each	53	2,650.00	-	31	22	50.00	1,100.00
67	Sign Panel - Type 1	SqFt	175	3,937.50	-	175	-	22.50	-
68	Telescoping Steel Sign Support	Foot	375	4,687.50	-	375	-	12.50	-
69	Thermoplastic Pavement Marking - Line 4"	Foot	900	1,350.00	-	900	-	1.50	-
70	Thermoplastic Pavement Marking - Line 6"	Foot	1,400	3,150.00	-	1,400	-	2.25	-
71	Thermoplastic Pavement Marking - Line 24"	Foot	300	2,700.00	-	300	-	9.00	-
72	Polyurea Pavement Marking Type 1 - Line 6"	Foot	475	2,375.00	-	475	-	5.00	-
73	Polyurea Pavement Marking Type 1 - Line 24"	Foot	200	4,000.00	-	200	-	20.00	-
74	Construction Videotaping	Unit	6	3,000.00	-	3	3	500.00	1,500.00
75	Traffic Control & Protection	LS	1	83,500.00	-	1	0.30	83,500.00	25,050.00

Total \$1,997,278.00 \$ 450,697.50  
 Retainer (10%) \$ 45,069.75  
 Total Amount Due, Estimate No. 1 \$ 405,627.75

**WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS  
COUNTY OF COOK

} SS

Gty # \_\_\_\_\_  
Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF MAYWOOD  
to furnish LABOR AND MATERIALS

for the premises known as MAYWOOD - 2020 ALLEY & ROADWAY IMPROVEMENTS  
of which VILLAGE OF MAYWOOD is the owner.

THE undersigned, for and in consideration of Four Hundred Five Thousand Six Hundred Twenty Seven and 75/100 Dollars  
( \$405,627.75 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect  
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the  
moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,  
furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE July 31, 2020

COMPANY NAME Triggi Construction, Inc.

ADDRESS P O Box 235, 1975 Powis Road, West Chicago, IL 60186-0235

SIGNATURE AND TITLE: 

GIOVANNI DIFRUSCOLO, PRESIDENT

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

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF COOK

} SS

TO WHOM IT MAY CONCERN:

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

That the total amount of the contract including extras\* is \$1,997,278.00 on which he or she has received payment of \$0.00 prior to this  
payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties  
having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become  
due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TRIGGI CONSTRUCTION, INC. P.O. BOX 235 WEST CHICAGO, IL 60186-0235	REPLACEMENT- CONCRETE	969,637.75	0.00	177,810.35	791,827.40
LINDAHL BROTHERS, INC. 622 E GREEN STREET BENSENVILLE, IL 60106-2579	ASPHALT PAVING/MILL	267,614.50	0.00	0.00	267,614.50
LPS PAVEMENT COMPANY, INC. 67 STONEHILL ROAD OSWEGO, IL 60543	BRICK PAVERS	20,000.00	0.00	0.00	20,000.00
PRECISION PAVEMENT MARKINGS, INC. 1220 BELL COURT PINGREE GROVE, IL 60140	PAVT. MARKINGS	11,780.75	0.00	0.00	11,780.75
ROY ERIKSON OUTDOOR MAINTENANCE 4430 137TH PLACE CRESTWOOD, IL 60418	LANDSCAPING	72,825.00	0.00	0.00	72,825.00
SMITH MAINTENANCE COMPANY 2221 W WALNUT STREET CHICAGO, IL 60612	TRAFFIC CONT & PROT	25,975.00	0.00	4,860.00	21,115.00
SUBURBAN GENERAL CONSTRUCTION, INC. 1019 E 31ST STREET LAGRANGE PARK, IL 60526	STORM SEWER	315,945.00	0.00	211,514.40	104,430.60
PRAIRIE MATERIAL 5185 PAYSHPERE CIRCLE CHICAGO, IL 60674	READY MIX CONCRETE	313,500.00	0.00	11,443.00	302,057.00

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF COOK

} SS

TO WHOM IT MAY CONCERN:

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

That the total amount of the contract including extras\* is \$1,997,278.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.</b>		1,997,278.00	0.00	405,627.75	1,591,650.25

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

DATE July 31st, 2020

SIGNATURE

Giovanni Di Frusco  
GIOVANNI DIFRUSCOLO, PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF JULY, 2020

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE

ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC



# Triggi Construction, Inc.

P O Box 235  
1975 Powis Road  
West Chicago, IL 60186-0235

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

Customer ID 27

VILLAGE OF MAYWOOD  
40 MADISON STREET  
MAYWOOD, IL 60153

Phone (708)344-1200  
PAY ESTIMATE ONE

**Invoice # 2009-01**

Date 07/31/2020 Page # 1

Job ID 2009

MAYWOOD - 2020 ALLEY &  
ROADWAY  
VARIOUS LOCATIONS  
MAYWOOD, IL 60153

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9901	EARTH EXCAVATION	145.00	CY	\$45.00	\$6,525.00
9902	EARTH EXCAVATION SPL	15.00	CY	\$45.00	\$675.00
9903	UNDERCUT EXCAVATION				
9904	POROUS GRAN EMBANK 3"				
9905	INFILTRATION PIT				
9906	EXPLORATORY EXCAVATION				
9907	REM & DISP REG SUBSTANCES				
9908	CURB AND GUTTER REMOVAL	2,955.00	FT	\$5.50	\$16,252.50
9909	SIDEWALK REMOVAL	7,700.00	SF	\$1.50	\$11,550.00
9910	DRIVEWAY PAVT REMOVAL	550.00	SY	\$10.00	\$5,500.00
9911	PAVEMENT REMOVAL	1,460.00	SY	\$15.00	\$21,900.00
9912	PAVT REMOVAL - STREETS				
9913	PAVT REMOVAL - WILCOX				
9914	PAVT REMOVAL - PARKING				
9915	HMA SURFACE REMOVAL VD				
9916	INCIDENTAL HMA SURFACE REM				
9917	HMA SURFACE REM - BUTT JT				
9918	10" PVC COMB SEWER REPL	70.00	FT	\$400.00	\$28,000.00
9919	12" PVC COMB SEWER REPL	14.00	FT	\$25.00	\$350.00
9920	ADDL 10" PVC COMB SEWER REPL	5.00	FT	\$1.00	\$5.00
9921	ADDL 12" PVC COMB SEWER REPL				
9922	6" PVC SANITARY SERVICE				

Continued

# Triggi Construction, Inc.

P O Box 235  
1975 Powis Road  
West Chicago, IL 60186-0235

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

Customer ID 27

VILLAGE OF MAYWOOD  
40 MADISON STREET  
MAYWOOD, IL 60153

Phone (708)344-1200  
PAY ESTIMATE ONE

**Invoice # 2009-01**

Date 07/31/2020 Page # 2

Job ID 2009

MAYWOOD - 2020 ALLEY &  
ROADWAY  
VARIOUS LOCATIONS  
MAYWOOD, IL 60153

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9923	SANITARY SERVICE CONNECT	2.00	EA	\$250.00	\$500.00
9924	10" PVC STORM SEWER	1,095.00	FT	\$40.00	\$43,800.00
9925	TRENCH BACKFILL	200.00	CY	\$1.00	\$200.00
9926	TY C CATCH BASIN 2' T1 FR OL	2.00	EA	\$3,000.00	\$6,000.00
9927	R-D CATCH BASIN 4' T1 FR OL	17.00	EA	\$4,250.00	\$72,250.00
9928	10" X 4" CB TRAP & RESTRICTOR	1.00	EA	\$575.00	\$575.00
9929	R-D SAN MANHOLE 4' T1 FR CL	1.00	EA	\$7,000.00	\$7,000.00
9930	R-D STORM MANHOLE 4' T1 FR CL	6.00	EA	\$7,000.00	\$42,000.00
9931	CONNECT TO EXIST STRUCTURE				
9932	CONNECT TO EXIST SEWER	1.00	EA	\$5,500.00	\$5,500.00
9933	FRAME AND LID ADJUSTED	2.00	EA	\$475.00	\$950.00
9934	STRUCTURE RECONSTRUCTED	4.00	EA	\$1,850.00	\$7,400.00
9935	FRAME AND LID				
9936	STRUCTURE REMOVED	24.00	EA	\$50.00	\$1,200.00
9937	STRUCTURE ABANDONED				
9938	WATER / VALVE BOX ADJUST				
9939	FIRE HYDRANT & VALVE REPL	2.00	EA	\$9,750.00	\$19,500.00
9940	CURB AND GUTTER B6.12 MOD	1,500.00	FT	\$20.00	\$30,000.00
9941	CONCRETE CURB TY B				
9942	PCC SIDEWALK 5"	4,500.00	SF	\$6.50	\$29,250.00
9943	DETECTABLE WARNINGS	150.00	SF	\$25.00	\$3,750.00
9944	PCC DRIVEWAY PAVT 7"	275.00	SY	\$50.00	\$13,750.00
9945	PCC DRIVEWAY PAVT 8"	25.00	SY	\$55.00	\$1,375.00
9946	PCC PAVEMENT 8" JOINTED				

Continued

# Triggi Construction, Inc.

P O Box 235  
1975 Powis Road  
West Chicago, IL 60186-0235

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

Customer ID 27

VILLAGE OF MAYWOOD  
40 MADISON STREET  
MAYWOOD, IL 60153

Phone (708)344-1200  
PAY ESTIMATE ONE

**Invoice # 2009-01**

Date 07/31/2020 Page # 3

Job ID 2009

MAYWOOD - 2020 ALLEY &  
ROADWAY  
VARIOUS LOCATIONS  
MAYWOOD, IL 60153

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9947	PCC ALLEY PAVEMENT 8"	520.00	SY	\$50.00	\$26,000.00
9948	EDGE GRADE ADJUSTMENT	50.00	FT	\$10.00	\$500.00
9949	WHITE WAX COMPOUND				
9950	PCC BASE CSE 8"	385.00	SY	\$40.00	\$15,400.00
9951	DEFORMED TIE BARS				
9952	PERMEABLE BRICK PAVERS				
9953	REM & RESET BRICK PAVERS				
9954	INCIDENTAL HMA SURFACING				
9955	GEOGRID F/ GR STAB	520.00	SY	\$2.00	\$1,040.00
9956	AGGREGATE BASE CSE TY B 6"	520.00	SY	\$7.50	\$3,900.00
9957	AGGREGATE BASE CSE TY B 9"	45.00	SY	\$10.00	\$450.00
9958	BIT MATLS TACK COAT SS-1				
9959	HMA BINDER 19.0 N50 RECONST 4"				
9960	HMA LEVEL BINDER MM				
9961	HMA BINDER 19.0 N50 PARKING 3"				
9962	HMA SURFACE CSE MIX D N50				
9963	TOPSOIL PLACEMENT 3"				
9964	SODDING				
9965	SUPPLE WATERING				
9966	INLET FILTERS	22.00	EA	\$50.00	\$1,100.00
9967	SIGN PANEL TY 1				
9968	TELES STEEL SIGN SUPPORT				
9969	THPL PAVT MK LINE 4"				

Continued

# Triggi Construction, Inc.

P O Box 235  
 1975 Powis Road  
 West Chicago, IL 60186-0235

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Customer ID 27

VILLAGE OF MAYWOOD  
 40 MADISON STREET  
 MAYWOOD, IL 60153

Phone (708)344-1200  
 PAY ESTIMATE ONE

**Invoice # 2009-01**

Date 07/31/2020 Page # 4

Job ID 2009

MAYWOOD - 2020 ALLEY &  
 ROADWAY  
 VARIOUS LOCATIONS  
 MAYWOOD, IL 60153

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9970	THPL PAVT MK LINE 6"				
9971	THPL PAVT MK LINE 24"				
9972	POLYUREA PAVT MK T1 LINE 6"				
9973	POYUREA PAVT MK T1 LINE 24"				
9974	CONST VIDEOTAPING	3.00	UN	\$500.00	\$1,500.00
9975	TRAFFIC CONTROL & PROTECT	0.30	LS	\$83,500.00	\$25,050.00
9990	RESERVED				
Original Contract		1,997,278.00			450,697.50
Approved Change Orders		0.00			45,069.75
Current Contract		1,997,278.00			405,627.75
					0.00
Balance to Complete		1,546,580.50			<b>405,627.75</b>

TERMS: NET DUE 07/31/2020.

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

**RESOLUTION APPROVING THE SALE OF REAL PROPERTY  
COMMONLY KNOWN AS 1819 SOUTH 12th AVENUE  
PURSUANT TO THE ANLAP PROGRAM OF THE VILLAGE OF MAYWOOD  
(Purchasers: Mr. Murillo and Ms. Rodriquez,  
owners of 1821 South 12th Avenue, Maywood, Illinois)**

**WHEREAS**, the Village of Maywood has the authority to acquire various parcels of real property pursuant to its responsibility to protect the public health, safety and welfare, and has acquired title to numerous parcels of vacant, surplus real property pursuant to such authority; and

**WHEREAS**, a certain such parcel acquired by the Village is real property commonly known as 1819 South 12th Avenue, Maywood, Illinois (PIN: 15-15-405-008-0000) (the "Subject Property"). The Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Subject Property is a substandard vacant lot located in a residential zoning district. The Subject Property qualifies to be sold by the Village under the Adjacent Neighbor Land Acquisition Program (the "ANLAP Program"), which has been enacted by ordinance by the Village President and Board of Trustees of the Village of Maywood as Chapter 155 of the Maywood Village Code; and

**WHEREAS**, Roberto Murillo and Martha Rodriguez (collectively, the "Adjacent Neighbor"), owners of property commonly known as 1821 South 12th Avenue, Maywood, Illinois (PIN: 15-15-405-009) (the "Adjacent Property") located adjacent to the Subject Property, has offered in writing to purchase the Subject Property for \$500.00 and to be subject to the conditions and covenants required by Chapter 155 of the Maywood Village Code relative to the sale of real property under the ANLAP Program; and

**WHEREAS**, no other adjacent neighbor has submitted a bid or otherwise responded to notices regarding the availability of the lot under the ANLAP program; and

**WHEREAS**, the Corporate Authorities of the Village have considered the offer of the Adjacent Neighbor to purchase the Subject Property for \$500.00; and

**WHEREAS**, the Corporate Authorities of the Village are authorized under the Village's home rule powers set forth at Article VII, Section 6 of the Illinois Constitution of 1970 and Chapter 155 of the Maywood Village Code to sell the Subject Property to the Adjacent Neighbor, and have determined that it is in the best interests of the Village to sell the Subject Property to the Adjacent Neighbor for \$500.00, provided that the conditions and covenants

required by Chapter 155 of the Maywood Village Code relative to the sale of real property under the ANLAP Program are satisfied.

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS.**

**SECTION 1:** Each of the recitals above are incorporated by reference into this Section 1.

**SECTION 2:** Pursuant to the Village's home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970 and Chapter 155 of the Maywood Village Code, the Corporate Authorities find that it is in the best interests of the Village to convey the Subject Property to Adjacent Neighbor Roberto Murillo and Martha Rodriguez, for \$500.00, subject to and provided that the terms, conditions and covenants set forth below and/or required by Chapter 155 of the Maywood Village Code relative to the sale of real property under the ANLAP Program are satisfied. The Village Attorney is directed to prepare the quit claim deed and all other necessary documents to consummate this real estate transaction. The Village President, the Village Manager and/or the Village Clerk, or their designees, are authorized and directed to execute and deliver the quit claim deed and such other documents as may be necessary or convenient to allow the Village to consummate this transaction and to comply with all of the applicable requirements of the Maywood Village Code relative to the sale of the Subject Property under the ANLAP Program.

**SECTION 3:** The Subject Property shall be conveyed to Adjacent Neighbor Roberto Murillo and Martha Rodriguez, subject to the following conditions and covenants:

A. The Subject Property shall be conveyed by the Village in "AS-IS, WHERE-IS" Condition, including all existing environmental conditions existing in, on or beneath the Subject Property, and subject to all existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public utilities. This covenant shall be included in the conveying deed;

B. The Subject Property shall be maintained in accordance with the provisions of the Maywood Village Code. This covenant shall be included in the conveying deed;

C. As part of the conveyance of the Subject Property, the Adjacent Neighbor shall execute any documents necessary to consolidate the Subject Property purchased by it with the Adjacent Parcel owned by them at 1821 South 12<sup>th</sup> Avenue. Once conveyed and consolidated, the Subject Property may not be conveyed, assigned or otherwise transferred except in conjunction with the Adjacent Property with which it has been consolidated; and

D. The purchasing Adjacent Neighbor, in addition to the purchase price, shall be responsible for paying all delinquent property taxes and debts owed to the Village, as well as

providing payment of fees and costs incurred by the Village under the ANLAP Program related to the conveyance of the Subject Property in the amount of \$1,500.00, including costs for preparation of this Resolution, quit claim deed and other closing documents, plat of consolidation, and costs related to mailing, filing and recording documents relative to the conveyance. Any costs incurred for survey, title commitment/policy or closing costs, if a formal closing is requested by the Adjacent Neighbor, and any additional costs incurred by the Village relative to the conveyance, beyond the amount of the deposit, shall be payable by the Adjacent Neighbor in addition to the \$1,500.00. The Adjacent Neighbor shall make the deposit of \$1,500.00 relative to the fees and costs to the Village within thirty (30) calendar days of the approval of this Resolution.

**SECTION 4:** This Resolution shall be effective from and after its passage and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of September, 2020, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of September, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

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

**ATTEST:**

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

**Exhibit A**

**LEGAL DESCRIPTION  
OF THE SUBJECT PROPERTY**

LOT 11 (EXCEPT THE NORTH 8.8 FEET) IN HENRY G. FOREMAN'S HARRISON STREET SUBDIVISION, A SUBDIVISION OF LOTS 3 THROUGH 6 OF OWNER'S PARTITION OF THE NORTH 11 ACRES OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN SAID COOK COUNTY IN THE STATE OF ILLINOIS.

Commonly known as: 1819 South 12th Avenue, Maywood, Illinois 60153

PIN: 15-15-405-008-0000



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

**RESOLUTION APPROVING THE SALE OF REAL PROPERTY  
COMMONLY KNOWN AS THE NORTH 13.2 FEET OF 1314 SOUTH 4TH AVENUE  
PURSUANT TO THE ANLAP PROGRAM OF THE VILLAGE OF MAYWOOD  
(Purchasers: Gregory Bays and Belinda Bays,  
owners of 1312 South 4th Avenue, Maywood, Illinois)**

**WHEREAS**, the Village of Maywood has the authority to acquire various parcels of real property pursuant to its responsibility to protect the public health, safety and welfare, and has acquired title to numerous parcels of vacant, surplus real property pursuant to such authority; and

**WHEREAS**, a portion of one such parcel acquired by the Village is real property commonly known as the north 13.2 feet of 1314 South 4th Avenue, Maywood, Illinois (part of PIN: 15-14-128-007-0000) (the "Subject Property"). The Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Subject Property is a substandard vacant lot located in a residential zoning district. The Subject Property qualifies to be sold by the Village under the Adjacent Neighbor Land Acquisition Program (the "ANLAP Program"), which has been enacted by ordinance by the Village President and Board of Trustees of the Village of Maywood as Chapter 155 of the Maywood Village Code; and

**WHEREAS**, Gregory Bays and Belinda Ann Kemp Bays (collectively, the "Adjacent Neighbor"), owners of property commonly known as 1312 South 4<sup>th</sup> Avenue, Maywood, Illinois (PIN: 15-14-128-006) (the "Adjacent Property") located adjacent to the Subject Property, have offered in writing to purchase the Subject Property for \$500.00 and to be subject to the conditions and covenants required by Chapter 155 of the Maywood Village Code relative to the sale of real property under the ANLAP Program; and

**WHEREAS**, no other adjacent neighbor has submitted a bid or otherwise responded to notices regarding the availability of the Subject Property under the ANLAP program. The south 13.2 feet of 1314 South 4<sup>th</sup> Avenue will be sold to the owners of property to the south of 1314 South 4<sup>th</sup> Avenue; and

**WHEREAS**, the Corporate Authorities of the Village have considered the offer of the Adjacent Neighbor to purchase the Subject Property for \$500.00; and

**WHEREAS**, the Corporate Authorities of the Village are authorized under the Village's home rule powers set forth at Article VII, Section 6 of the Illinois Constitution of 1970 and Chapter 155 of the Maywood Village Code to sell the Subject Property to the Adjacent

Neighbor, and have determined that it is in the best interests of the Village to sell the Subject Property to the Adjacent Neighbor for \$500.00, provided that the conditions and covenants required by Chapter 155 of the Maywood Village Code relative to the sale of real property under the ANLAP Program are satisfied.

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS.**

**SECTION 1:** Each of the recitals above are incorporated by reference into this Section 1.

**SECTION 2:** Pursuant to the Village's home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970 and Chapter 155 of the Maywood Village Code, the Corporate Authorities find that it is in the best interests of the Village to convey the Subject Property to Adjacent Neighbor Gregory Bays and Belinda Ann Kemp Bays, for \$500.00, subject to and provided that the terms, conditions and covenants set forth below and/or required by Chapter 155 of the Maywood Village Code relative to the sale of real property under the ANLAP Program are satisfied. The Village Attorney is directed to prepare the quit claim deed and all other necessary documents to consummate this real estate transaction. The Village President, the Village Manager and/or the Village Clerk, or their designees, are authorized and directed to execute and deliver the quit claim deed and such other documents as may be necessary or convenient to allow the Village to consummate this transaction and to comply with all of the applicable requirements of the Maywood Village Code relative to the sale of the Subject Property under the ANLAP Program.

**SECTION 3:** The Subject Property shall be conveyed to Adjacent Neighbor Gregory Bays and Belinda Ann Kemp Bays, subject to the following conditions and covenants:

A. The Subject Property shall be conveyed by the Village in "AS-IS, WHERE-IS" Condition, including all existing environmental conditions existing in, on or beneath the Subject Property, and subject to all existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public utilities. This covenant shall be included in the conveying deed;

B. The Subject Property, once conveyed, shall be maintained by the Adjacent Neighbor in accordance with the provisions of the Maywood Village Code. This covenant shall be included in the conveying deed;

C. As part of the conveyance of the Subject Property, the Adjacent Neighbor shall execute any documents necessary to consolidate the Subject Property purchased by it with the Adjacent Parcel owned by them at 1312 South 12th Avenue. Once conveyed and consolidated, the Subject Property may not be conveyed, assigned or otherwise transferred except in conjunction with the Adjacent Property with which it has been consolidated; and

D. The purchasing Adjacent Neighbor, in addition to the purchase price, shall be responsible for paying all delinquent property taxes and debts owed to the Village, as well as providing a deposit for the payment of fees and costs incurred by the Village under the ANLAP Program related to the conveyance of the Subject Property in the amount of \$1,500.00, including costs for preparation of this Resolution, quit claim deed and other closing documents, plat of consolidation, and costs related to mailing, filing and recording documents relative to the conveyance. Any costs incurred for survey, title commitment/policy or closing costs, if a formal closing is requested by the Adjacent Neighbor, and any additional costs incurred by the Village relative to the conveyance, beyond the amount of the deposit, shall be payable by the Adjacent Neighbor in addition to the \$1,500.00. The Adjacent Neighbor shall make the deposit of \$1,500.00 relative to the fees and costs to the Village within thirty (30) calendar days of the approval of this Resolution.

**SECTION 4:** This Resolution shall be effective from and after its passage and approval as provided by law.

**ADOPTED** this \_\_\_ day of September, 2020, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_ day of September, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

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

**ATTEST:**

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

**Exhibit A**

**LEGAL DESCRIPTION  
OF THE SUBJECT PROPERTY**

THE NORTH 13.2 FEET OF LOT 13 IN BLOCK 154 IN MAYWOOD BEING IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: The North 13.2 feet of 1314 South 4th Avenue, Maywood, Illinois 60153

PIN: 15-14-128-007-0000 (a part of)

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

**CLERK'S CERTIFICATE**

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

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

**RESOLUTION APPROVING THE SALE OF REAL PROPERTY  
COMMONLY KNOWN AS THE NORTH 13.2 FEET OF 1314 SOUTH 4TH AVENUE  
PURSUANT TO THE ANLAP PROGRAM OF THE VILLAGE OF MAYWOOD  
(Purchasers: Gregory Bays and Belinda Bays,  
owners of 1312 South 4th Avenue, Maywood, Illinois)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of September, 2020.

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 September, 2020.

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

[SEAL]

450511\_1

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

**RESOLUTION APPROVING THE SALE OF REAL PROPERTY  
COMMONLY KNOWN AS THE SOUTH 13.2 FEET OF 1314 SOUTH 4TH AVENUE  
PURSUANT TO THE TAX REACTIVATION PROGRAM OF THE VILLAGE OF MAYWOOD  
(Purchasers: Lionel Lusardi and Patricia Lusardi,  
owners of 1316 South 4th Avenue, Maywood, Illinois)**

**WHEREAS**, the Village of Maywood (the "Village") has the authority to acquire various parcels of real property pursuant to its responsibility to protect the public health, safety and welfare, and has acquired title to numerous parcels of vacant, surplus real property pursuant to such authority; and

**WHEREAS**, the Village has enacted a Tax Reactivation Program to establish procedures for the sale of surplus property for the purposes of redeveloping or rehabilitating the same; and

**WHEREAS**, a portion of one such parcel acquired by the Village is real property commonly known as the south 13.2 feet of 1314 South 4th Avenue, Maywood, Illinois (part of PIN: 15-14-128-007-0000) (the "Subject Property"). The Subject Property is legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the Village is in receipt of an offer from Lionel and Patricia Lusardi (collectively, the "Purchaser"), owners of property commonly known as 1316 South 4th Avenue, Maywood, Illinois (PIN: 15-14-128-008) (the "Adjacent Property") located adjacent to the Subject Property, to purchase the Subject Property, pursuant to the Tax Reactivation Program, for a total purchase price of \$1,000.00, for the purpose of consolidation with the Adjacent Property; and

**WHEREAS**, the north 13.2 feet of 1314 South 4th Avenue will be sold to the owners of property to the north of 1314 South 4th Avenue; and

**WHEREAS**, the Corporate Authorities of the Village of Maywood find and determine that the Subject Property is surplus property and that it is desirable and in the best interests of the Village to convey fee simple title to the Subject Property to the Purchaser in compliance with the terms and conditions of the Maywood Village Code relative to the sale of real property under the Tax Reactivation Program, as modified below, for a purchase price of \$1,000.00, for the purpose described above; and

**WHEREAS**, the Village is authorized under its home rule powers set forth at Article VII, Section 6 of the Illinois Constitution of 1970, and the Tax Reactivation Program of the Maywood Village Code, to sell the Subject Property to Purchaser pursuant to the Tax Reactivation Program and the terms and conditions contained therein, as modified below.

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

**SECTION 1:** Each of the recitals above is incorporated by reference into this Section 1.

**SECTION 2:** Pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970 and the Tax Reactivation Program of the Maywood Village Code (Chapter 156), the Corporate Authorities declare the Subject Property to be surplus property subject to sale under the Village's Tax Reactivation Program, and find that it is in the best interests of the Village to convey the Subject Property to Purchaser Lionel and Patricia Lusardi, for \$1,000.00, subject to and provided that the terms, conditions and covenants set forth below and/or required by Chapter 156 of the Maywood Village Code relative to the sale of real property under the Tax Reactivation Program are satisfied. The Village Attorney is directed to prepare the quitclaim deed and all other necessary documents to consummate this real estate transaction. The Village President, the Village Clerk and/or the Village Manager, or their designees, working in conjunction with the Village Attorney and Community Development staff, are authorized and directed to execute, on behalf of the Village, all conveyance instruments and documents that are necessary or convenient to allow the Village to consummate this transaction and to comply with all of the applicable requirements of the Tax Reactivation Program and the Purchaser's proposal, and to take such steps as they deem necessary in order to effectuate the sale of the Subject Property to Purchaser pursuant to the terms and conditions set forth in the Tax Reactivation Program, for the purchase price of \$1,000.00. Notwithstanding the foregoing, given the substandard size of the Subject Property, its location in a residential zoning district, and the intent of the Purchasers to consolidate it with the residential Adjacent Property owned by them, the Tax Reactivation Program requirement of a redevelopment agreement is waived in this particular sale.

**SECTION 3:** This Resolution shall be effective from and after its passage and approval as provided by law.

**ADOPTED** this 1st day of September, 2020, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_ day of September, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

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

**ATTEST:**

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

**Exhibit A**

**LEGAL DESCRIPTION  
OF THE SUBJECT PROPERTY**

THE SOUTH 13.2 FEET OF LOT 13 IN BLOCK 154 IN MAYWOOD BEING IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: The south 13.2 feet of 1314 South 4th Avenue, Maywood, Illinois 60153

PIN: 15-14-128-007-0000 (a part of)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK’S CERTIFICATE**

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

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

**RESOLUTION APPROVING THE SALE OF REAL PROPERTY  
COMMONLY KNOWN AS THE SOUTH 13.2 FEET OF 1314 SOUTH 4TH AVENUE  
PURSUANT TO THE TAX REACTIVATION PROGRAM OF THE VILLAGE OF MAYWOOD  
(Purchasers: Lionel Lusardi and Patricia Lusardi,  
owners of 1316 South 4th Avenue, Maywood, Illinois)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_\_ day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_\_ day of September, 2020.

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 September, 2020.

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

[SEAL]

August 24, 2020

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

Dear Mr. Norfleet:

Re: 2020 MFT Roadway Improvements  
Section No. 20-00141-00-FP  
Bid Opening Results and Recommendation

Dear Mr. Norfleet:

Proposals were received for the 2020 MFT Roadway Improvements on August 12, 2020 at the Village Clerk's office. Eleven (11) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from six (6) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
M&J Asphalt Paving Company, Inc.	\$ 395,858.50
Builders Paving, LLC	\$ 398,000.00
Lindahl Brothers, Inc.	\$ 409,929.25
Brothers Asphalt Paving, Inc.	\$ 425,585.75
J.A. Johnson Paving Company	\$ 433,000.00
Schroeder Asphalt Services, Inc.	\$ 446,903.61
Engineer's Estimate	\$ 455,670.00

The lowest responsive, responsible bidder for this project was M&J Asphalt Paving Company, Inc. of Cicero, Illinois. M&J Asphalt Paving Company, Inc. is a contractor that has completed work of similar scope within the Village in the past and more recently in surrounding communities. The contractor has worked as a general contractor within the Village of Maywood on the 2019 Roadway Improvements Project, 2019 Asphalt Patching Program, 2019 Sidewalk Program, and 2017 Roadway Improvements. M&J Asphalt Paving Company, Inc. received positive references for recent work performed within the City of Elmhurst, Village of Lagrange, and City of Blue Island.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we

find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of November 14, 2020. We recommend that the Contract for the improvements be awarded to M&J Asphalt Paving Company, Inc., in the amount of Three Hundred Ninety-Five Thousand, Eight Hundred Fifty-Eight Dollars and 50/100 (\$395,858.50).

The scope of work involves the following:

1. 19<sup>th</sup> Avenue – Harrison Street to VanBuren Street

Approximately 600 linear feet of pavement will be reconstructed due to long term distress and failure of this pavement. The pavement reconstruction will include installation of geotechnical fabric, six-inches (6") of aggregate base course, and six-inches (6") of hot-mix asphalt. The concrete curbs and driveways were recently replaced (1990's) and may remain in place without the expenditure of additional Village funds. ADA compliant roadway crossings will be implemented where needed and necessary combined sewer repairs will be performed, as well as repair/replacement of utility structures as needed, landscaping restoration, pavement markings and other related improvements.

2. Huron Street – 1<sup>st</sup> Avenue to DesPlaines River

Approximately 600 linear feet of pavement will be reconstructed due to long term distress and failure of this pavement. The improvements will match that of above, and also include full curb and gutter removal and replacement as well as concrete driveway apron replacement.

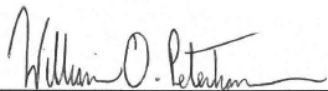
The construction of the project will be funded through Motor Fuel Tax (MFT) funds. As such, the "Resolution for Improvement Under the Illinois Highway Code" (BLR 09110) shall be required in order to expend the funds.

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

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

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

Attachments



VILLAGE OF: MAYWOOD  
 BID DATE AND TIME: Wednesday, August 12, 2020 @ 11:00 a.m.  
 PROJECT: 2020 MFT Roadway Improvement  
 ENGINEER'S ESTIMATE OF COST: \$455,670.00

				ENGINEER'S EOC		M&J ASPHALT	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00	7.15	9,295.00
2	Sidewalk Removal	SqFT	2100	3.00	6,300.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	14.00	5,670.00	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	16.00	52,000.00	13.88	45,110.00
5	Frame and Lids to be Adjusted	Each	9	400.00	3,600.00	525.00	4,725.00
6	Frames and Lids	Each	5	450.00	2,250.00	315.00	1,575.00
7	Structure to be Reconstructed	Each	3	1,500.00	4,500.00	2,475.00	7,425.00
8	Inlet Filters	Each	14	150.00	2,100.00	105.00	1,470.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	30.00	39,000.00	21.70	28,210.00
10	PCC Sidewalk, 5"	SqFt	2100	6.00	12,600.00	6.50	13,650.00
11	PCC Driveway, 7"	SqYd	405	65.00	26,325.00	55.50	22,477.50
12	Detectable Warnings	SqFt	80	35.00	2,800.00	28.00	2,240.00
13	Trench Backfill	CuYd	75	45.00	3,375.00	1.05	78.75
14	White Wax Compound	SqYd	675	2.00	1,350.00	3.48	2,349.00
15	Incidental HMA Surface Removal	SqYd	400	25.00	10,000.00	9.00	3,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	20.00	2,000.00	30.25	3,025.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	85.00	68,000.00	72.30	57,840.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	90.00	38,250.00	86.75	36,868.75
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	6.00	4,800.00	0.92	736.00
20	Geogrid for Ground Stabilization	SqYd	3250	4.00	13,000.00	1.93	6,272.50
21	Aggregate Base Course, Type B, 6"	SqYd	3250	8.00	26,000.00	9.75	31,687.50
22	Topsoil Placement, 4"	SqYd	1300	5.00	6,500.00	6.50	8,450.00
23	Sodding	SqYd	1300	10.00	13,000.00	13.50	17,550.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	6.00	1,350.00	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	12.00	900.00	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	400.00	2,400.00	685.00	4,110.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	400.00	2,400.00	685.00	4,110.00
28	10" Dia PVC Storm Sewer	Foot	30	75.00	2,250.00	47.25	1,417.50
29	12" Dia PVC Storm Sewer	Foot	60	85.00	5,100.00	47.25	2,835.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	2,000.00	2,000.00	3,150.00	3,150.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,000.00	15,000.00	5,250.00	15,750.00
32	Connection to Existing Structure	Each	2	1,000.00	2,000.00	525.00	1,050.00
33	Earth Excavation	CuYd	450	45.00	20,250.00	42.00	18,900.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	40.00	8,200.00	40.00	8,200.00
35	Porous Granular Embankment Subgrade	CuYd	205	40.00	8,200.00	40.00	8,200.00
36	Traffic Control and Protection	L.S.	1	15,000.00	15,000.00	5,600.00	5,600.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	4.00	4,400.00	4.60	5,060.00
38	Mobilization @ 3%	L.S.	1	15,000.00	15,000.00	1.00	1.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$455,670.00</b>		<b>\$395,858.50</b>	



VILLAGE OF:  
 BID DATE AND TIME:  
 PROJECT:  
 ENGINEER'S ESTIMATE OF COST:

				BUILDERS PAVING		LINDAHL BROS	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00	6.00	7,800.00
2	Sidewalk Removal	SqFT	2100	1.50	3,150.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	10.00	4,050.00	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	10.00	32,500.00	15.00	48,750.00
5	Frame and Lids to be Adjusted	Each	9	500.00	4,500.00	500.00	4,500.00
6	Frames and Lids	Each	5	300.00	1,500.00	300.00	1,500.00
7	Structure to be Reconstructed	Each	3	2,350.00	7,050.00	2,350.00	7,050.00
8	Inlet Filters	Each	14	100.00	1,400.00	100.00	1,400.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	31.50	40,950.00	28.00	36,400.00
10	PCC Sidewalk, 5"	SqFt	2100	6.50	13,650.00	6.50	13,650.00
11	PCC Driveway, 7"	SqYd	405	60.00	24,300.00	60.00	24,300.00
12	Detectable Warnings	SqFt	80	30.00	2,400.00	30.00	2,400.00
13	Trench Backfill	CuYd	75	1.00	75.00	1.00	75.00
14	White Wax Compound	SqYd	675	1.00	675.00	2.25	1,518.75
15	Incidental HMA Surface Removal	SqYd	400	12.00	4,800.00	9.00	3,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	35.00	3,500.00	13.00	1,300.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	70.00	56,000.00	78.00	62,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	88.00	37,400.00	80.00	34,000.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.50	400.00	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	3.00	9,750.00	2.75	8,937.50
21	Aggregate Base Course, Type B, 6"	SqYd	3250	10.00	32,500.00	8.50	27,625.00
22	Topsoil Placement, 4"	SqYd	1300	4.45	5,785.00	8.00	10,400.00
23	Sodding	SqYd	1300	10.00	13,000.00	7.00	9,100.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	4.50	1,012.50	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	10.50	787.50	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	650.00	3,900.00	650.00	3,900.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	650.00	3,900.00	650.00	3,900.00
28	10" Dia PVC Storm Sewer	Foot	30	45.00	1,350.00	45.00	1,350.00
29	12" Dia PVC Storm Sewer	Foot	60	45.00	2,700.00	45.00	2,700.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	3,000.00	3,000.00	3,000.00	3,000.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,000.00	15,000.00	5,000.00	15,000.00
32	Connection to Existing Structure	Each	2	500.00	1,000.00	500.00	1,000.00
33	Earth Excavation	CuYd	450	30.00	13,500.00	40.00	18,000.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	30.00	6,150.00	36.00	7,380.00
35	Porous Granular Embankment Subgrade	CuYd	205	15.00	3,075.00	36.00	7,380.00
36	Traffic Control and Protection	L.S.	1	15,000.00	15,000.00	10,000.00	10,000.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	8.00	8,800.00	6.15	6,765.00
38	Mobilization @ 3%	L.S.	1	11,690.00	11,690.00	10,000.00	10,000.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$398,000.00</b>		<b>\$409,929.25</b>	



VILLAGE OF:  
 BID DATE AND TIME:  
 PROJECT:  
 ENGINEER'S ESTIMATE OF COST:

				BROTHERS ASPHALT		J.A. JOHNSON PAVING	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.30	8,190.00	6.50	8,450.00
2	Sidewalk Removal	SqFT	2100	1.47	3,087.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	13.65	5,528.25	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	8.00	26,000.00	12.50	40,625.00
5	Frame and Lids to be Adjusted	Each	9	525.00	4,725.00	500.00	4,500.00
6	Frames and Lids	Each	5	315.00	1,575.00	300.00	1,500.00
7	Structure to be Reconstructed	Each	3	2,467.50	7,402.50	2,350.00	7,050.00
8	Inlet Filters	Each	14	105.00	1,470.00	100.00	1,400.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	32.55	42,315.00	29.50	38,350.00
10	PCC Sidewalk, 5"	SqFt	2100	7.35	15,435.00	7.00	14,700.00
11	PCC Driveway, 7"	SqYd	405	66.15	26,790.75	60.00	24,300.00
12	Detectable Warnings	SqFt	80	42.00	3,360.00	35.00	2,800.00
13	Trench Backfill	CuYd	75	1.05	78.75	1.00	75.00
14	White Wax Compound	SqYd	675	2.10	1,417.50	2.50	1,687.50
15	Incidental HMA Surface Removal	SqYd	400	8.00	3,200.00	12.50	5,000.00
16	HMA Surface Removal, Butt Joint	SqYd	100	5.00	500.00	1.00	100.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	75.00	60,000.00	70.50	56,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	110.00	46,750.00	90.00	38,250.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.10	80.00	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	3.00	9,750.00	2.50	8,125.00
21	Aggregate Base Course, Type B, 6"	SqYd	3250	10.00	32,500.00	9.00	29,250.00
22	Topsoil Placement, 4"	SqYd	1300	6.30	8,190.00	5.00	6,500.00
23	Sodding	SqYd	1300	11.55	15,015.00	13.00	16,900.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	7.86	1,768.50	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	31.44	2,358.00	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	682.50	4,095.00	650.00	3,900.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	682.50	4,095.00	650.00	3,900.00
28	10" Dia PVC Storm Sewer	Foot	30	47.25	1,417.50	45.00	1,350.00
29	12" Dia PVC Storm Sewer	Foot	60	47.25	2,835.00	45.00	2,700.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	3,150.00	3,150.00	3,000.00	3,000.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,250.00	15,750.00	5,000.00	15,000.00
32	Connection to Existing Structure	Each	2	252.00	504.00	500.00	1,000.00
33	Earth Excavation	CuYd	450	40.00	18,000.00	50.00	22,500.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	40.00	8,200.00	40.00	8,200.00
35	Porous Granular Embankment Subgrade	CuYd	205	40.00	8,200.00	40.00	8,200.00
36	Traffic Control and Protection	L.S.	1	12,013.00	12,013.00	25,179.50	25,179.50
37	HMA - Longitudinal Joint Sealant	Foot	1100	6.43	7,073.00	6.60	7,260.00
38	Mobilization @ 3%	L.S.	1	12,767.00	12,767.00	12,000.00	12,000.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$425,585.75</b>		<b>\$433,000.00</b>	

				SCHROEDER ASPHALT	
No.	Items	Unit	Quantity	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00
2	Sidewalk Removal	SqFT	2100	1.50	3,150.00
3	Driveway Pavement Removal	SqYd	405	10.00	4,050.00
4	Pavement Removal (Streets)	SqYd	3250	10.00	32,500.00
5	Frame and Lids to be Adjusted	Each	9	485.00	4,365.00
6	Frames and Lids	Each	5	400.00	2,000.00
7	Structure to be Reconstructed	Each	3	1,500.00	4,500.00
8	Inlet Filters	Each	14	125.00	1,750.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	34.00	44,200.00
10	PCC Sidewalk, 5"	SqFt	2100	8.50	17,850.00
11	PCC Driveway, 7"	SqYd	405	80.00	32,400.00
12	Detectable Warnings	SqFt	80	40.00	3,200.00
13	Trench Backfill	CuYd	75	23.00	1,725.00
14	White Wax Compound	SqYd	675	1.00	675.00
15	Incidental HMA Surface Removal	SqYd	400	4.00	1,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	8.00	800.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	78.00	62,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	87.00	36,975.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	2.50	8,125.00
21	Aggregate Base Course, Type B, 6"	SqYd	3250	9.00	29,250.00
22	Topsoil Placement, 4"	SqYd	1300	8.00	10,400.00
23	Sodding	SqYd	1300	12.00	15,600.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	950.00	5,700.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	985.00	5,910.00
28	10" Dia PVC Storm Sewer	Foot	30	125.00	3,750.00
29	12" Dia PVC Storm Sewer	Foot	60	130.00	7,800.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	2,150.00	2,150.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	4,750.00	14,250.00
32	Connection to Existing Structure	Each	2	825.00	1,650.00
33	Earth Excavation	CuYd	450	38.00	17,100.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	38.00	7,790.00
35	Porous Granular Embankment Subgrade	CuYd	205	50.00	10,250.00
36	Traffic Control and Protection	L.S.	1	20,600.00	20,600.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	7.49	8,239.00
38	Mobilization @ 3%	L.S.	1	13,016.61	13,016.61
<b>TOTAL AMOUNT OF BID</b>				<b>\$446,903.61</b>	

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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 312-984-6419

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: August 26, 2020**  
**RE: Approval of Bid Response and Construction Contract Relative to the Village’s 2020 MFT Roadway Improvements Project**

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Per the request of the Village Engineer, I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$385,858.50 TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK, with the Construction Contract attached as Exhibit “A”, and the Resolution for Improvement Under the Illinois Highway Code attached as Exhibit “B”

**Project and Scope of Work**

For Project details, please refer to the Village Engineer’s Memorandum dated August 24, 2020 (attached).

The Construction Contract (Exhibit “A”) to be provided by the Village Engineer.

M&J Asphalt Paving Company, Inc. (the “Contractor”) submitted the lowest, qualified and responsive bid, a “not-to-exceed” bid price of \$395,858.50. The cost of the Project will be paid from the Village’s MFT Funds.

If there are any questions, please contact me.

*Mike*

**Enclosures**

- cc: Viola Mims, Village Clerk (w/ encls.)
- Willie Norfleet, Jr., Village Manager (w/ encls.)
- David Myers, Director of Community Development (w/encls.)
- John West, Director of Public Works (w/encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Bill Peterhansen, Village Engineer (w/ encls.)



August 24, 2020

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

Dear Mr. Norfleet:

Re: 2020 MFT Roadway Improvements  
Section No. 20-00141-00-FP  
Bid Opening Results and Recommendation

Dear Mr. Norfleet:

Proposals were received for the 2020 MFT Roadway Improvements on August 12, 2020 at the Village Clerk's office. Eleven (11) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from six (6) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
M&J Asphalt Paving Company, Inc.	\$ 395,858.50
Builders Paving, LLC	\$ 398,000.00
Lindhahl Brothers, Inc.	\$ 409,929.25
Brothers Asphalt Paving, Inc.	\$ 425,585.75
J.A. Johnson Paving Company	\$ 433,000.00
Schroeder Asphalt Services, Inc.	\$ 446,903.61
Engineer's Estimate	\$ 455,670.00

The lowest responsive, responsible bidder for this project was M&J Asphalt Paving Company, Inc. of Cicero, Illinois. M&J Asphalt Paving Company, Inc. is a contractor that has completed work of similar scope within the Village in the past and more recently in surrounding communities. The contractor has worked as a general contractor within the Village of Maywood on the 2019 Roadway Improvements Project, 2019 Asphalt Patching Program, 2019 Sidewalk Program, and 2017 Roadway Improvements. M&J Asphalt Paving Company, Inc. received positive references for recent work performed within the City of Elmhurst, Village of Lagrange, and City of Blue Island.

Based on previous experience with this contractor, the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we

August 24, 2020

Page 2 of 2

find that the contractor is qualified to complete the work specified. The contractor also maintains the capacity to complete the project within the specified completion date of November 14, 2020. We recommend that the Contract for the improvements be awarded to M&J Asphalt Paving Company, Inc., in the amount of Three Hundred Ninety-Five Thousand, Eight Hundred Fifty-Eight Dollars and 50/100 (\$395,858.50).

The scope of work involves the following:

1. 19<sup>th</sup> Avenue – Harrison Street to VanBuren Street

Approximately 600 linear feet of pavement will be reconstructed due to long term distress and failure of this pavement. The pavement reconstruction will include installation of geotechnical fabric, six-inches (6") of aggregate base course, and six-inches (6") of hot-mix asphalt. The concrete curbs and driveways were recently replaced (1990's) and may remain in place without the expenditure of additional Village funds. ADA compliant roadway crossings will be implemented where needed and necessary combined sewer repairs will be performed, as well as repair/replacement of utility structures as needed, landscaping restoration, pavement markings and other related improvements.

2. Huron Street – 1<sup>st</sup> Avenue to DesPlaines River

Approximately 600 linear feet of pavement will be reconstructed due to long term distress and failure of this pavement. The improvements will match that of above, and also include full curb and gutter removal and replacement as well as concrete driveway apron replacement.

The construction of the project will be funded through Motor Fuel Tax (MFT) funds. As such, the "Resolution for Improvement Under the Illinois Highway Code" (BLR 09110) shall be required in order to expend the funds.

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

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

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

Attachments



VILLAGE OF: MAYWOOD  
 BID DATE AND TIME: Wednesday, August 12, 2020 @ 11:00 a.m.  
 PROJECT: 2020 MFT Roadway Improvement  
 ENGINEER'S ESTIMATE OF COST: \$455,670.00

				ENGINEER'S EOC		M&J ASPHALT	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00	7.15	9,295.00
2	Sidewalk Removal	SqFT	2100	3.00	6,300.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	14.00	5,670.00	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	16.00	52,000.00	13.88	45,110.00
5	Frame and Lids to be Adjusted	Each	9	400.00	3,600.00	525.00	4,725.00
6	Frames and Lids	Each	5	450.00	2,250.00	315.00	1,575.00
7	Structure to be Reconstructed	Each	3	1,500.00	4,500.00	2,475.00	7,425.00
8	Inlet Filters	Each	14	150.00	2,100.00	105.00	1,470.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	30.00	39,000.00	21.70	28,210.00
10	PCC Sidewalk, 5"	SqFt	2100	6.00	12,600.00	6.50	13,650.00
11	PCC Driveway, 7"	SqYd	405	65.00	26,325.00	55.50	22,477.50
12	Detectable Warnings	SqFt	80	35.00	2,800.00	28.00	2,240.00
13	Trench Backfill	CuYd	75	45.00	3,375.00	1.05	78.75
14	White Wax Compound	SqYd	675	2.00	1,350.00	3.48	2,349.00
15	Incidental HMA Surface Removal	SqYd	400	25.00	10,000.00	9.00	3,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	20.00	2,000.00	30.25	3,025.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	85.00	68,000.00	72.30	57,840.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	90.00	38,250.00	86.75	36,868.75
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	6.00	4,800.00	0.92	736.00
20	Geogrid for Ground Stabilization	SqYd	3250	4.00	13,000.00	1.93	6,272.50
21	Aggregate Base Course, Type B, 6"	SqYd	3250	8.00	26,000.00	9.75	31,687.50
22	Topsoil Placement, 4"	SqYd	1300	5.00	6,500.00	6.50	8,450.00
23	Sodding	SqYd	1300	10.00	13,000.00	13.50	17,550.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	6.00	1,350.00	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	12.00	900.00	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	400.00	2,400.00	685.00	4,110.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	400.00	2,400.00	685.00	4,110.00
28	10" Dia PVC Storm Sewer	Foot	30	75.00	2,250.00	47.25	1,417.50
29	12" Dia PVC Storm Sewer	Foot	60	85.00	5,100.00	47.25	2,835.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	2,000.00	2,000.00	3,150.00	3,150.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,000.00	15,000.00	5,250.00	15,750.00
32	Connection to Existing Structure	Each	2	1,000.00	2,000.00	525.00	1,050.00
33	Earth Excavation	CuYd	450	45.00	20,250.00	42.00	18,900.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	40.00	8,200.00	40.00	8,200.00
35	Porous Granular Embankment Subgrade	CuYd	205	40.00	8,200.00	40.00	8,200.00
36	Traffic Control and Protection	L.S.	1	15,000.00	15,000.00	5,600.00	5,600.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	4.00	4,400.00	4.60	5,060.00
38	Mobilization @ 3%	L.S.	1	15,000.00	15,000.00	1.00	1.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$455,670.00</b>		<b>\$395,858.50</b>	



VILLAGE OF:  
 BID DATE AND TIME:  
 PROJECT:  
 ENGINEER'S ESTIMATE OF COST:

				BUILDERS PAVING		LINDAHL BROS	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00	6.00	7,800.00
2	Sidewalk Removal	SqFT	2100	1.50	3,150.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	10.00	4,050.00	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	10.00	32,500.00	15.00	48,750.00
5	Frame and Lids to be Adjusted	Each	9	500.00	4,500.00	500.00	4,500.00
6	Frames and Lids	Each	5	300.00	1,500.00	300.00	1,500.00
7	Structure to be Reconstructed	Each	3	2,350.00	7,050.00	2,350.00	7,050.00
8	Inlet Filters	Each	14	100.00	1,400.00	100.00	1,400.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	31.50	40,950.00	28.00	36,400.00
10	PCC Sidewalk, 5"	SqFt	2100	6.50	13,650.00	6.50	13,650.00
11	PCC Driveway, 7"	SqYd	405	60.00	24,300.00	60.00	24,300.00
12	Detectable Warnings	SqFt	80	30.00	2,400.00	30.00	2,400.00
13	Trench Backfill	CuYd	75	1.00	75.00	1.00	75.00
14	White Wax Compound	SqYd	675	1.00	675.00	2.25	1,518.75
15	Incidental HMA Surface Removal	SqYd	400	12.00	4,800.00	9.00	3,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	35.00	3,500.00	13.00	1,300.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	70.00	56,000.00	78.00	62,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	88.00	37,400.00	80.00	34,000.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.50	400.00	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	3.00	9,750.00	2.75	8,937.50
21	Aggregate Base Course, Type B, 6"	SqYd	3250	10.00	32,500.00	8.50	27,625.00
22	Topsoil Placement, 4"	SqYd	1300	4.45	5,785.00	8.00	10,400.00
23	Sodding	SqYd	1300	10.00	13,000.00	7.00	9,100.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	4.50	1,012.50	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	10.50	787.50	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	650.00	3,900.00	650.00	3,900.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	650.00	3,900.00	650.00	3,900.00
28	10" Dia PVC Storm Sewer	Foot	30	45.00	1,350.00	45.00	1,350.00
29	12" Dia PVC Storm Sewer	Foot	60	45.00	2,700.00	45.00	2,700.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	3,000.00	3,000.00	3,000.00	3,000.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,000.00	15,000.00	5,000.00	15,000.00
32	Connection to Existing Structure	Each	2	500.00	1,000.00	500.00	1,000.00
33	Earth Excavation	CuYd	450	30.00	13,500.00	40.00	18,000.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	30.00	6,150.00	36.00	7,380.00
35	Porous Granular Embankment Subgrade	CuYd	205	15.00	3,075.00	36.00	7,380.00
36	Traffic Control and Protection	L.S.	1	15,000.00	15,000.00	10,000.00	10,000.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	8.00	8,800.00	6.15	6,765.00
38	Mobilization @ 3%	L.S.	1	11,690.00	11,690.00	10,000.00	10,000.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$398,000.00</b>		<b>\$409,929.25</b>	



VILLAGE OF:  
 BID DATE AND TIME:  
 PROJECT:  
 ENGINEER'S ESTIMATE OF COST:

				BROTHERS ASPHALT		J.A. JOHNSON PAVING	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.30	8,190.00	6.50	8,450.00
2	Sidewalk Removal	SqFT	2100	1.47	3,087.00	2.00	4,200.00
3	Driveway Pavement Removal	SqYd	405	13.65	5,528.25	13.00	5,265.00
4	Pavement Removal (Streets)	SqYd	3250	8.00	26,000.00	12.50	40,625.00
5	Frame and Lids to be Adjusted	Each	9	525.00	4,725.00	500.00	4,500.00
6	Frames and Lids	Each	5	315.00	1,575.00	300.00	1,500.00
7	Structure to be Reconstructed	Each	3	2,467.50	7,402.50	2,350.00	7,050.00
8	Inlet Filters	Each	14	105.00	1,470.00	100.00	1,400.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	32.55	42,315.00	29.50	38,350.00
10	PCC Sidewalk, 5"	SqFt	2100	7.35	15,435.00	7.00	14,700.00
11	PCC Driveway, 7"	SqYd	405	66.15	26,790.75	60.00	24,300.00
12	Detectable Warnings	SqFt	80	42.00	3,360.00	35.00	2,800.00
13	Trench Backfill	CuYd	75	1.05	78.75	1.00	75.00
14	White Wax Compound	SqYd	675	2.10	1,417.50	2.50	1,687.50
15	Incidental HMA Surface Removal	SqYd	400	8.00	3,200.00	12.50	5,000.00
16	HMA Surface Removal, Butt Joint	SqYd	100	5.00	500.00	1.00	100.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	75.00	60,000.00	70.50	56,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	110.00	46,750.00	90.00	38,250.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.10	80.00	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	3.00	9,750.00	2.50	8,125.00
21	Aggregate Base Course, Type B, 6"	SqYd	3250	10.00	32,500.00	9.00	29,250.00
22	Topsoil Placement, 4"	SqYd	1300	6.30	8,190.00	5.00	6,500.00
23	Sodding	SqYd	1300	11.55	15,015.00	13.00	16,900.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	7.86	1,768.50	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	31.44	2,358.00	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	682.50	4,095.00	650.00	3,900.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	682.50	4,095.00	650.00	3,900.00
28	10" Dia PVC Storm Sewer	Foot	30	47.25	1,417.50	45.00	1,350.00
29	12" Dia PVC Storm Sewer	Foot	60	47.25	2,835.00	45.00	2,700.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	3,150.00	3,150.00	3,000.00	3,000.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	5,250.00	15,750.00	5,000.00	15,000.00
32	Connection to Existing Structure	Each	2	252.00	504.00	500.00	1,000.00
33	Earth Excavation	CuYd	450	40.00	18,000.00	50.00	22,500.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	40.00	8,200.00	40.00	8,200.00
35	Porous Granular Embankment Subgrade	CuYd	205	40.00	8,200.00	40.00	8,200.00
36	Traffic Control and Protection	L.S.	1	12,013.00	12,013.00	25,179.50	25,179.50
37	HMA - Longitudinal Joint Sealant	Foot	1100	6.43	7,073.00	6.60	7,260.00
38	Mobilization @ 3%	L.S.	1	12,767.00	12,767.00	12,000.00	12,000.00
<b>TOTAL AMOUNT OF BID</b>				<b>\$425,585.75</b>		<b>\$433,000.00</b>	



VILLAGE OF:  
 BID DATE AND TIME:  
 PROJECT:  
 ENGINEER'S ESTIMATE OF COST:

				SCHROEDER ASPHALT	
No.	Items	Unit	Quantity	Unit Price	Total Cost
1	Combination Curb and Gutter Removal	Foot	1300	6.00	7,800.00
2	Sidewalk Removal	SqFT	2100	1.50	3,150.00
3	Driveway Pavement Removal	SqYd	405	10.00	4,050.00
4	Pavement Removal (Streets)	SqYd	3250	10.00	32,500.00
5	Frame and Lids to be Adjusted	Each	9	485.00	4,365.00
6	Frames and Lids	Each	5	400.00	2,000.00
7	Structure to be Reconstructed	Each	3	1,500.00	4,500.00
8	Inlet Filters	Each	14	125.00	1,750.00
9	Comb Concrete C&G, Type B-6.12 (Modified)	Foot	1300	34.00	44,200.00
10	PCC Sidewalk, 5"	SqFt	2100	8.50	17,850.00
11	PCC Driveway, 7"	SqYd	405	80.00	32,400.00
12	Detectable Warnings	SqFt	80	40.00	3,200.00
13	Trench Backfill	CuYd	75	23.00	1,725.00
14	White Wax Compound	SqYd	675	1.00	675.00
15	Incidental HMA Surface Removal	SqYd	400	4.00	1,600.00
16	HMA Surface Removal, Butt Joint	SqYd	100	8.00	800.00
17	HMA Binder Course, IL-19.0, N50 (Reconstr) 4"	Ton	800	78.00	62,400.00
18	HMA Surface Course, Mix D, N50, 2"	Ton	425	87.00	36,975.00
19	Bituminous Materials (Tack Coat) SS-1	Lbs	800	0.01	8.00
20	Geogrid for Ground Stabilization	SqYd	3250	2.50	8,125.00
21	Aggregate Base Course, Type B, 6"	SqYd	3250	9.00	29,250.00
22	Topsoil Placement, 4"	SqYd	1300	8.00	10,400.00
23	Sodding	SqYd	1300	12.00	15,600.00
24	Thermoplastic Pavement Marking - Line 6"	Foot	225	10.00	2,250.00
25	Thermoplastic Pavement Marking - Line 24"	Foot	75	15.00	1,125.00
26	12" Dia PVC Combined Sewer Replacement	Foot	6	950.00	5,700.00
27	15" Dia PVC Combined Sewer Replacement	Foot	6	985.00	5,910.00
28	10" Dia PVC Storm Sewer	Foot	30	125.00	3,750.00
29	12" Dia PVC Storm Sewer	Foot	60	130.00	7,800.00
30	Inlet, TY A, TY 1 Frame, Open Lid	Each	1	2,150.00	2,150.00
31	Restr Depth Catch Basin, 4' Dia TY 1 Frame, O.L.	Each	3	4,750.00	14,250.00
32	Connection to Existing Structure	Each	2	825.00	1,650.00
33	Earth Excavation	CuYd	450	38.00	17,100.00
34	Removal and Disposal of Unsuitable Material	CuYd	205	38.00	7,790.00
35	Porous Granular Embankment Subgrade	CuYd	205	50.00	10,250.00
36	Traffic Control and Protection	L.S.	1	20,600.00	20,600.00
37	HMA - Longitudinal Joint Sealant	Foot	1100	7.49	8,239.00
38	Mobilization @ 3%	L.S.	1	13,016.61	13,016.61
<b>TOTAL AMOUNT OF BID</b>				<b>\$446,903.61</b>	



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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD  
AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$385,858.50  
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND  
AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK**

**WHEREAS**, based on a competitive bidding process, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire M&J Asphalt Paving Company, Inc. (the "Contractor"), who submitted the lowest, qualified and responsive bid, to perform construction services to complete the 2020 MFT Roadway Improvements (the "Project") and to approve and authorize the execution of the Contractor's bid response and a construction contract (collectively the "Contract"), attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Project involves the reconstruction of approximately six hundred (600) linear feet due to long-term distress and failure of the current pavement, including the installation of geotechnical fabric, six-inches (6") of aggregate base course, and six-inches (6") of hot-mix asphalt with ADA compliant roadway crossings to be implemented where needed, and necessary combined with sewer repairs as well as repair and replacement of utility structures as needed, landscape restoration, pavement markings, and other related improvements on 19th Avenue from Harrison Street to Van Buren Street; and six hundred (600) more linear feet of the same also on Huron Street from 1st Avenue to the Des Plaines River with improvements to match those listed above and also to include full curb and gutter removal and replacement and concrete driveway apron replacement; and

**WHEREAS**, the Contractor agrees to complete the Project in accordance with the terms and provisions of the attached Contract for a "not-to-exceed" bid price of Three Hundred Ninety-Five Thousand Eight Hundred Fifty-Eight and 50/100 Dollars (\$395,858.50). The Project will be paid for with Motor Fuel Tax (MFT) Funds, which requires Village approval of a "Resolution for Improvement Under the Illinois Highway Code," attached hereto as Exhibit "B" and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sum of MFT Funds for the purpose of paying the costs of the Project; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve the Contract and to expend its MFT Funds for the 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, and the Illinois Motor Fuel Tax Law (35 ILCS 505/1 *et seq.*), and find that entering into the Contract 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 of Maywood approve and authorize the execution of the bid response and the Contract to be entered into with the Contractor as well as the Resolution for Improvement Under the Illinois Highway Code for the benefit of the Village as part of the Village's 2020 MFT Roadway Improvements Project. A copy of the Contract is attached hereto as **Exhibit "A"** and made a part hereof, and a copy of the Resolution is attached hereto as **Exhibit "B"** 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 Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Contract.

**SECTION 3:** The President and Board of Trustees of the Village of Maywood authorize the expenditure of MFT Funds in an amount not to exceed Three Hundred Ninety-Five Thousand Eight Hundred Fifty-Eight and 50/100 Dollars (\$395,858.50) to pay for the Project costs.

**SECTION 4:** The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, execute and deliver all other instruments, payments and documents that are necessary to facilitate the signatures and payments necessary to complete the Project.

**SECTION 5:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of September, 2020, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of September, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

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

**ATTEST:**

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

**Exhibit "A"**

**CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD  
AND M&J ASPHALT PAVING COMPANY, INC.  
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT**

(attached)

**Exhibit "B"**

**RESOLUTION FOR IMPROVEMENT  
UNDER THE ILLINOIS HIGHWAY CODE  
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT**

(attached)



# Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes  No

Resolution Type	Resolution Number	Section Number
Original		20-00141-00-FP

BE IT RESOLVED, by the President and Board of Trustees of the Village of Maywood Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Maywood Name of Local Public Agency  
Governing Body Type Local Public Agency Type  
Contract or Day Labor

### For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
19th Avenue	0.127	N/A	Harrison Street	VanBuren Street
Huron Street	0.091	N/A	First Avenue	DesPlaines River

### For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement reconstruction including placement of geotechnical fabric, aggregate base course, hot-mix asphalt binder and surface courses, removal and replacement of concrete curb and gutter, sidewalk, and driveway aprons, intermittent drainage repairs, and thermoplastic pavement markings.

2. That there is hereby appropriated the sum of Three Hundred Ninety-Five Thousand, Eight Hundred Fifty-Eight and 50/100 Dollars ( \$395,858.50 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Viola Mims Village Clerk in and for said Village

Maywood Name of Local Public Agency in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Maywood at a meeting held on September 01, 2020

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this            day of            Month, Year           .

(SEAL)

Clerk Signature	Date

**Approved**

Regional Engineer Department of Transportation	Date

## Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

### Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

### Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

**Instructions for BLR 09110 - Page 2 of 2**

Name of Clerk Insert the name of the LPA clerk.

LPA Type Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Governing Body Type Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town

Name of LPA Insert the name of the LPA.

Date Insert the date of the meeting.

Day Insert the day Clerk is signing the document.

Month, Year Insert the month and year of the Clerk's signature. Seal  
The Clerk shall seal the document here.

Clerk Signature Clerk shall sign here.

Approved The Department of Transportation shall sign and date here once approved.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A BID RESPONSE AND CONSTRUCTION CONTRACT BETWEEN THE VILLAGE OF MAYWOOD  
AND M&J ASPHALT PAVING COMPANY, INC. IN THE AMOUNT OF \$385,858.50  
TO COMPLETE THE 2020 MFT ROADWAY IMPROVEMENTS PROJECT AND  
AUTHORIZING THE EXPENDITURE OF MFT FUNDS TO PAY FOR THE WORK**

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 September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of September, 2020.

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 September, 2020.

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

[SEAL]



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

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

mtjurusik@ktjlaw.com  
DD 312-984-6432

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: August 26, 2020**  
**RE: Ordinance Approving Change Order #1 to Pavement Striping Contract With Mark-It Striping, Inc. for Madison Street / 5th Avenue TIF District Pavement Striping Project**

---

I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

AN ORDINANCE APPROVING CHANGE ORDER NUMBER 1 TO PAVEMENT STRIPING CONTRACT WITH MARK-IT STRIPING, INC. FOR MADISON STREET / 5TH AVENUE TIF DISTRICT PAVEMENT STRIPING PROJECT AND AUTHORIZING THE EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS TO PAY FOR SUCH CHANGE ORDER WORK

The enclosed Ordinance authorizes Change Order Number 1 for the payment of necessary, extra work in the amount of \$11,193.69 that was completed as part of the 2020 Pavement Striping Contract entered into with Mark-It Striping, Inc. for the Madison Street / 5th Avenue TIF District Pavement Striping Project ("Project") ("Project Contract"). The original Project Contract amount was \$34,637.69, and, with the approval of Change Order Number 1, the new total Project Contract amount is \$45,831.38. The funding sources for the Project are as follows: Madison Street / 5th Avenue TIF District Funds.

Public Works Director John West and the Village Engineer have recommended the approval of Change Order Number 1, and the Village Engineer will provide Change Order No. 1. Per 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) and the Public Works Contract Change Order Act (50 ILCS 525/5), the approval by the corporate authorities is required for any change order in excess of \$10,000.00. The Project work is eligible for payment from the Madison Street / 5th Avenue TIF District Fund because: (1) the relevant locations are located within the TIF District; and (2) the costs are the type of improvements that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q).

If there are any questions, please contact me.

*Mike*

Enclosure

- cc: Viola Mims, Village Clerk (w/ encl.)
- Willie Norfleet, Jr., Village Manager (w/ encl.)
- Lanya Satchell, Finance Director (w/ encl.)
- David Myers, Community Development Director (w/ encl.)
- John West, Director of Public Works (w/ encl.)
- Bill Peterhansen / Mark Lucas, Village Engineers (w/ encl.)

**AN ORDINANCE APPROVING CHANGE ORDER NUMBER 1  
TO PAVEMENT STRIPING CONTRACT WITH MARK-IT STRIPING, INC.  
FOR MADISON STREET / 5TH AVENUE TIF DISTRICT PAVEMENT STRIPING PROJECT  
AND AUTHORIZING THE EXPENDITURE OF MADISON STREET / 5TH AVENUE  
TIF DISTRICT FUNDS TO PAY FOR SUCH CHANGE ORDER WORK**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (the "Corporate Authorities of the Village"), operating as a home rule municipality, have 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**, in 2020, the Corporate Authorities of the Village approved a Pavement Striping Contract with Mark-It Striping, Inc. (the "Contractor") for the Madison Street / 5th Avenue TIF District Pavement Striping Project ("Project") ("Project Contract"). The original Project Contract amount was \$34,637.69 (the "Contract Price"). A copy of the Project Contract is incorporated herein by reference and made a part hereof; and

**WHEREAS**, a change order is necessary because the Contractor was required to perform additional construction activities that were not contemplated in the original Project Contract. The cost of the additional construction activities equals \$11,193.69, as set forth in Change Order No. 1 to the Project Contract, and is payable to the Contractor. A copy of Change Order No. 1 is attached hereto as **Exhibit "A"**. Upon approval of Change Order No. 1, the original Contract Price for the Project shall be increased to \$45,831.38 (the "Amended Project Contract Price"); and

**WHEREAS**, the Corporate Authorities of the Village agree to authorize and approve the additional Project costs by approving Change Order No. 1 for the Project. The source of funding for the Project is the Madison Street / 5th Avenue TIF District Fund; and

**WHEREAS**, based on the recommendation of the Village Engineer, the Corporate Authorities of the Village make the following findings and determinations (see bolded text) in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the 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 (50 ILCS 525/5): 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 No. 1 to the Project Contract in the amount of \$11,193.69 payable to Mark-It Striping, Inc., the Contractor, in accordance with Change Order No. 1, a copy of which is attached hereto as **Exhibit "A"**. The Corporate Authorities also authorize the expenditure of \$11,193.69 of Madison Street / 5th Avenue TIF District Funds to pay for Change Order No. 1 work.

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

**SECTION 5:** 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 \_\_\_ day of \_\_\_\_\_, 2020 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 \_\_\_\_\_, 2020.

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

**ATTEST:**

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

This Ordinance was published by me in pamphlet form on the \_\_\_ day of \_\_\_\_\_, 2020.

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

**Exhibit "A"**

**Change Order No. 1**

(attached)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING CHANGE ORDER NUMBER 1  
TO PAVEMENT STRIPING CONTRACT WITH MARK-IT STRIPING, INC.  
FOR MADISON STREET / 5TH AVENUE TIF DISTRICT PAVEMENT STRIPING PROJECT  
AND AUTHORIZING THE EXPENDITURE OF MADISON STREET / 5TH AVENUE  
TIF DISTRICT FUNDS TO PAY FOR SUCH CHANGE ORDER WORK**

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 \_\_\_\_\_, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

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

[SEAL]



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

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

mtjurusik@ktjlaw.com  
DD 312-984-6432

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: August 26, 2020**  
**RE: AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE VILLAGE'S SHARE OF A FAÇADE IMPROVEMENT PROJECT (Façade Improvements by Neder Capital Services, LLC at 1416 South 5th Avenue Maywood, Illinois)**

Per the preliminary approval vote at the August 18, 2020 Village Board Meeting, I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE VILLAGE'S SHARE OF A FAÇADE IMPROVEMENT PROJECT (Façade Improvements by Neder Capital Services, LLC at 1416 South 5th Avenue Maywood, Illinois)

Neder Capital Services, LLC filed an application with the Village for reimbursement of the Village's fifty percent (50%) share of the Façade Improvements to the existing building located at 1416 South 5th Avenue, Maywood, Illinois. The Project Improvements consist of the replacement of exterior awnings and windows as well as tuck pointing on the front of the existing building. The Total Project Costs equal \$55,900.00. The Village's share of the Project Costs equals \$25,000.00. These Project Improvements and Costs are eligible for reimbursement under both the Village's Façade Improvement Program and the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund.

If there are any questions, please contact me.

*Mike*

Enclosure

- cc. Viola Mims, Village Clerk (w/ encl.)
- Willie Norfleet, Jr., Village Manager (w/ encl.)
- David Myers, Director of Community Development (w/ encl.)
- Lanya Satchell, Finance Director (w/ encl.)
- Angela Smith, Coordinator of Business Development (w/ encl.)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES  
FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING  
REDEVELOPMENT PROJECT AREA FUND TO PAY FOR  
THE VILLAGE'S SHARE OF A FAÇADE IMPROVEMENT PROJECT**

**(Façade Improvements by Neder Capital Services, LLC  
at 1416 South 5th Avenue Maywood, Illinois)**

**WHEREAS**, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood, Cook County, Illinois (the "Village"), in an effort to revitalize the Village's local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, have adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"), for the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area (the "Project Area"); and

**WHEREAS**, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped; and

**WHEREAS**, the removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the Project Area require the expenditure of redevelopment project costs as defined in the Act, as summarized in the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project and Plan (the "Plan") by the Village; and

**WHEREAS**, under Ordinance No. CO-2013-12, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2020, subject to receipt of year 2020 incremental real estate tax revenues during calendar year 2021; and

**WHEREAS**, in 2003, the Corporate Authorities established a "Commercial Property Improvement Program" (known as the "Façade Improvement Program") (the "Program") and the Program is funded, in part, on an annual basis with Madison Street / 5th Avenue TIF Funds in order to pay for eligible façade improvements as applied for by business owners and property owners of property located within the Project Area; and

**WHEREAS**, Neder Capital Services, LLC, located at 370 West Dundee Road, Wheeling, Illinois, filed a Façade Improvements Application (the "Application") with the Village for the above-listed improved property, which has an existing building, and Village Staff has issued a Memorandum dated August 18, 2020 recommending that the requested façade improvements set forth in the Application be approved and that the Village pay its fifty percent (50%) share of the proposed façade improvements for the Property. Copies of the Application and the Village Staff Memorandum are attached to this Ordinance as **Group Exhibit "A"** and made a part hereof. After review of the Application and the Village

Staff Memorandum, the Corporate Authorities find it necessary and beneficial to approve the use of Madison Street / 5th Avenue TIF Funds to pay the Village's fifty percent (50%) share of eligible façade improvements for the Applicant, as follows:

<b>Applicant:</b>	<b>Neder Capital Services, LLC</b>
<b>Improvements:</b>	<b>Removal and Replacement of Exterior Awnings and Windows, and Tuck Pointing for the building at 1416 South 5th Avenue, Maywood, Illinois (the "Project")</b>
<b>Estimated Total Project Cost:</b>	<b>\$55,990.00</b>
<b>Estimated Village's Share:</b>	<b>\$25,000.00 (the "Expenditures"); and</b>

**WHEREAS**, it is desirable and in the best interests of the residents, businesses and property owners of the Village for the Corporate Authorities to approve the Application and to authorize the reimbursement of the Village's Share as set forth above, which Expenditures will be paid to the Applicant upon submittal of the required proof of completion of the façade improvements, releases of lien, and Village inspection and approval of the improvements as being compliant with the Village Code.

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

**SECTION 1: Recitals.** The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

**SECTION 2: Authority.**

- (a) The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt.
- (b) This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.
- (c) This Ordinance is a declaration of official intent under Treasury Regulation Section 1.150-2.

**SECTION 3: Approval of Application and Authorization of Expenditures.**

The Corporate Authorities of the Village:

- (a) Approve the Façade Improvement Program Application of Neder Capital Services, LLC for the property located at 1416 South 5th Avenue, Maywood, Illinois, as attached hereto as **Group Exhibit "A"** and made a part hereof.
- (b) Authorize the use of Madison Street / 5th Avenue TIF Funds to pay the Village's fifty percent (50%) share of the total costs of the proposed façade improvements in an

amount not to exceed to \$25,000.00, subject to the Applicant complying with the conditions, terms and provisions of this Ordinance and the Façade Improvement Program.

**SECTION 4: Public Inspection.** This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

**SECTION 5: Repealer.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 6: Severability.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7: Ratification.** All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 8: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this \_\_\_ day of September, 2020, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the \_\_\_ day of September, 2020.

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

**ATTEST:**

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

Published by me in pamphlet form this \_\_\_ day of September, 2020.

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

**GROUP EXHIBIT "A"**

**Application for Façade Improvements  
filed by Neder Capital Services, LLC for the building  
at 1416 South 5th Avenue, Maywood, Illinois**

**and**

**Village Staff Memorandum dated August 18, 2020**

**(attached)**

Village of



# MAYWOOD

40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405  
Community Development

TO: Willie Norfleet Jr., Village Manager  
FROM: Angela Smith, Business Development Coordinator  
DATE: August 18, 2020- BOT Agenda  
RE: Façade Improvement – Tuck pointing: 1416 S. 5th Ave.

---

**BACKGROUND:**

The Village of Maywood has a Façade Improvement program for local businesses. The façade program has been a true partnership between business owners and the Village in order to increase investment within our business districts and show the Village's commitment to Maywood's business owners. The program uses TIF funds to match the owner's cost; the program can be used for just about any improvement to the building's façade i.e. windows, doors, awnings and lighting. The program is a 50% match program where the Village reimburses the business owner half of the cost at the end of the project after an inspection is completed.

Please find attached an application for 1416 S. 5<sup>th</sup> Ave. participation in the Façade Improvement Program. The owner is in the process of a total renovation; the building is an integral part of the 5<sup>th</sup> Ave redevelopment area the new building owner plans to renovate the building with new windows, doors, and interior lighting. The owner's attached application is for the finishing touches of tuck pointing/sandblasting. This renovation is an example of the business owner reaching out to multiple agencies in order to improve his property.

**FISCAL IMPACT:**

Improvement of this property will increase the property assessment whereby increasing tax revenue to the Village. Also, promotes other business owners to invest in the district.

**RECOMMENDATION:**

Authorization for 1416 S. 5<sup>th</sup> participation in the Façade Improvement Program: Tuck pointing, windows, and awnings with of approval of payment not to exceed \$25,000.00.

Attachments: Application



# MAYWOOD

Village of Eternal Light

## PROJECT INFORMATION

Proposed use of funds (Check all that apply and briefly describe work)

Type of Work	Est. Cost
Brick Cleaning and tuck-pointing <i>See Attached R &amp; A criteria for Scope 2</i>	<u>\$ 7,650.00</u>
Storefront rehab/replacement <i>AS PART OF OVERALL PROJECT.</i>	\$ —
Window/door repair <i>INSTALL 158 NEW WINDOW UNITS. - See attached scope</i>	<u>\$ 34,760</u>
Painting of exterior surface <i>SEE ATTACHED R &amp; A SERVICES FOR SCOPE.</i>	<u>\$ 5,580</u>
Exterior lighting <i>AS PART OF OVERALL PROJECT.</i>	\$ —
Awning <i>REMOVE</i>	\$ —
Signage <i>SEE ATTACHED SCOPE - PH SIGNS</i>	<u>\$ 8,000</u>
Total Cost of Project _____	<u>\$ 55,990</u>
Total Grant Request _____	<u>\$ 25,000</u>

Note: Applicant must provide copy of proof of ownership, all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractors' waivers of lien for evidence of payment.

### ATTACH:

- Building design
- Bids and/or estimates
- Color samples
- Catalog cuts of lighting fixtures
- Sign design
- Logo for business signage

{CDC/FacadeGuidelines.doc

### Office Use Only:

Date Received:  
Committee Meeting Date:  
Funds Deposit into Account #:

Grant Awarded: 392 Applicant Notified:



# K & A Environmental Services, Inc.

5734 S California Chicago, IL 60629 Off (773)661-3240 Fax (773) 661-3240 [kuenvironmental@gmail.com](mailto:kuenvironmental@gmail.com)

This estimate includes labor and materials cost for the renovation work to performed, which entails:

Homeowner names: Nedel Capital  
 Property Address: 1416 S Fifth Ave Maywood IL 60153

Description of work to be completed	Labor	Material	Total
REMOVE/REPLACE 5 LINTELS	\$ 2,400.00	\$ 1,350.00	\$ 3,750.00
TUCKPOINTING	\$ 1,800.00	\$ 900.00	\$ 2,700.00

Cost labor and materials	\$ 6,450.00
Estimated additional permits fees	\$ 1,200.00
<b>Total cost of project</b>	<b>\$ 7,650.00</b>

  
 Contractor signature \_\_\_\_\_ Date \_\_\_\_\_ Homeowner Signature \_\_\_\_\_  
 Date \_\_\_\_\_



# K & A Environmental Services, Inc.

5734 S California Chicago, IL 60629 Off (773)661-3240 Fax (773) 661-3240 [kaenvironmental@a-environment.com](mailto:kaenvironmental@a-environment.com)

This estimate includes labor and materials cost for the renovation work to be performed, which entails:

Homeowner names: Nedel Capital  
Property Address: 1416 S Fifth Ave Maywood IL 60153

Description of work to be completed	Labor	Material	Total
SCRAPE WALL ON THE SIDE OF THE ALLEY	\$ 1,480.00	\$ 300	\$ 1,780.00
WALLS REPAIRS	\$ 1,300	\$ 800.00	\$ 2,100.00
PAINT OF THE WALL	\$ 900.00	\$ 800.00	\$ 1,700.00

Cost labor and materials	\$ 5,580.00
Estimated additional permits fees	
Total cost of project	\$ 5,580.00

  
 Contractor signature \_\_\_\_\_ Date \_\_\_\_\_ Homeowner Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Topline windows & General construction  
2917 W. Mclean Ave  
Chicago, IL 60647  
312-863-1299


06/29/2020

CLIENT: Nedel Capital  
JOB ADDRESS: 1416 S. Fith ave  
Maywood, IL 60153

Perform labor at the job site mentioned above with the following specifications:  
Tuckpoint  
Remove replace 5 lintels

haul away all job related debris  
\*\*50% of the total price is due as a deposit, remaining balance will be due after the job is completed\*\*

TOTAL:	\$10,150.00
DEPOSIT:\$	.00
BALANCE:\$	.00

x   
Contractor's signature

X \_\_\_\_\_  
Client's signature

Topline windows & General construction  
2917 W. Mclean Ave  
Chicago, IL 60647  
312-863-1299

06/29/2020

CLIENT: Nedel Capital  
JOB ADDRESS: 1416 S. Fith ave  
Maywood, IL 60153

Perform labor at the job site mentioned above with the following specifications:

Scrape wall on the side of the alley

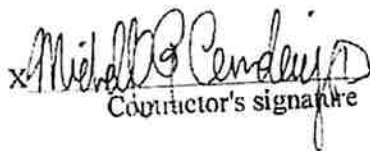
Wall repairs

Repaint the wall

haul away all job related debris

\*\*50% of the total price is due as a deposit, remaining balance will be due after the job is completed\*\*

TOTAL:	\$8,100.00
DEPOSIT:\$	.00
BALANCE:\$	.00

X  \_\_\_\_\_  
Contractor's signature

X \_\_\_\_\_  
Client's signature

3117 W 63rd ST  
Chicago, IL 60629  
Phone (773) 640-3611

July 22, 2020

To: NEDEI CAPITAL  
Address: 1416 S FIFTH AVE  
MAYWOOD IL 60153  
Phone: 773-667-1000

Job Address: 1416 S FIFTH AVE  
MAYWOOD IL 60153  
Unit: BUILDING

This estimate is based on the following scope of work:

Building	K&A, Personal is going to perform the following scope of work. REMOVE REPLACE 5 LINTELS AND TUCKPOINTING NEEDED	9,600.00


The job above will be completed for the lump sum of:

..... \$9,600.00

Should you find the above estimate acceptable, please sign and date on the acceptance part of the contract.

Specified herein: Furthermore, I agree to pay for the work as described in the payment terms and conditions part of this contract.

This contract is signed and accepted today, between K&A Environmental Services Inc. and our client as indicated below

  
Ivan Avendano, President

07/22/2020  
Date

\_\_\_\_\_  
Client

3117 W 63rd ST  
Chicago, IL 60629  
Phone (773) 640-3611

July 23, 2020

To: NEDEL CAPITAL  
Address: 1416 S FIFTH AVE  
MAYWOOD IL 60153  
Phone: 773-667-1000

Job Address: 1416 S FIFTH AVE  
MAYWOOD IL 60153  
Unit: BUILDING

This estimate is based on the following scope of work:

Building	K&A, Personal is going to perform the following scope of work: power washing wall on the side of the alley and scrape and painted, repair wall as needed.	4,700.00

The job above will be completed for the lump sum of:

Fourty seven Thousand Four hundred Dollars ----- \$4,700.00

2 Payment is to be made as follows: \$ 2350 Down payment, and \$ 2350

Should you find the above estimate acceptable, please sign and date on the acceptance part of the contract.

Specified herein: Furthermore, I agree to pay for the work as described in the payment terms and conditions part of this contract.

This contract is signed and accepted today, between K&A Environmental Services Inc. and our client as indicated below.

  
Ivan Avendano, President

07/23/2020  
Date

Client

# Estimate

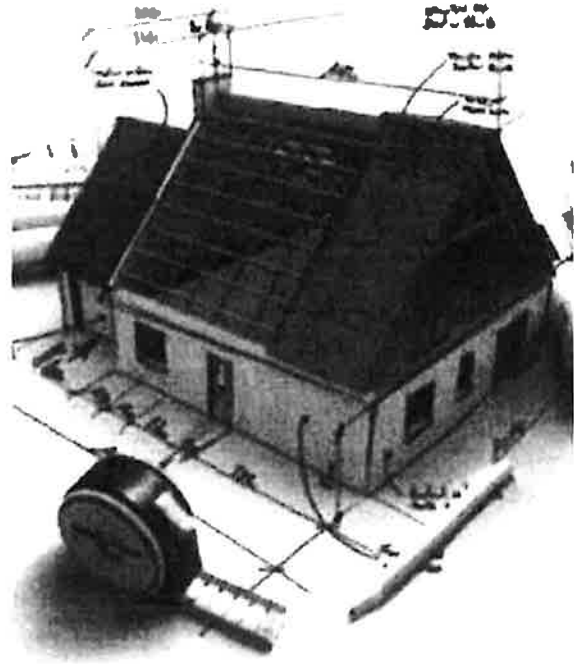
for

Boris/ Nedel capital

3646 W Wabansia Ave

Chicago, IL 60647-4743

8472125781



19000 Laramie Lane  
Country Club Hills, IL 60478  
773-640-3611  
[www.kaenvironmental.net](http://www.kaenvironmental.net)

**Estimate No. 184** Issued on Thu Mar 19, 2020

Qty	Name	Description	Rate	Amount	Tax
158	Material	Material	\$155.00	\$24,490.00	NON
2	Waste		\$500.00	\$1,000.00	NON
1	Service	Service	\$9,270.00	\$9,270.00	NON

---

tax	\$0.00
<b>estimated total</b>	<b>\$34,760.00</b>

**Signature:**

**Signature Date:**

---

399

Created with mHelpDesk

TOPLINE WINDOWS  
2917 W MCLEAN AVE  
CHICAGO, IL 60647  
312-863-1299

06/16/2020

Client: Noder Capital services LLC  
Address: 1416 S. Fifth ave  
Maywood, IL 60153

Will remove and replace a total of: 159 windows into their existing frames into with the following specifications:

All white/white in double hung windows from climate guard.  
All windows have 1/2 screen  
Double insulated glass with LoE/Argon for energy efficiency purposes, U. Value factor of 0.28  
Installation includes removing existing windows  
caulking in/out  
All job related debris will be hauled away by installer,  
Life time warranty for windows, 20 year warranty for glass and 1 year warranty for labor.

**\*\*50% down payment and 50% when the job is completed \*\***

TOTAL: \$290 each x 159=	\$46,110.00
DEPOSIT:\$	.00
BAL: \$	.00

**RIDII, INC**

251 MILWAUKEE AVE  
 SUITE 1013  
 IL 60089

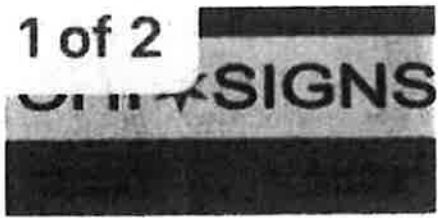
**Estimate**

Date	Estimate #
5/6/2020	19

**FILE COPY**

Name / Address		Project		ID
Horis Strat				
MAY 6 - 2020		1416 S. 5th. Ave. MAYWOOD		
Description	Qty	Total		
Windows 18 x 36 material	128	14,208.00		
Windows 23.5 x 35.5 material	30	3,540.00		
Site Work delivery	2	700.00		
Windows 18 x 36 demolition 25 and installation 75 aluminum & caulking 50	158	23,700.00		
Site Work Dumpsters	2	900.00		
Management fee \$ 43,048 + 10 %	1	4,034.80		
		<b>Total</b>	<b>\$47,082.80</b>	

1 of 2



**Chi Signs**  
7739316029

**600 N Albany**  
**Chicago , Ill**

**Billed To**  
**Pumpkins Place &**  
**New Illusions**  
**1416 S 5th Ave**  
**Maywood Ill**  
**60153**

**Date of Issue**  
**Apr 22, 2020**

**Invoice Number**  
**000035**

**Amount Due**  
**\$8,000.00**

**Due Date**  
**Apr 22, 2020**

<b>Description</b>	<b>Rate</b>	<b>Qty</b>	<b>Line Total</b>
<b>Removing old Canopies and installing two new light boxes one is 10x3 and the other is 4x7 we put low voltage LED lights. We will put a timer on one box and the other will be having a solar sensor</b>	<b>\$8,000.00</b>	<b>1</b>	<b>\$8,000.00</b>
<b>We do require a deposit to begin the job.</b>	<b>\$0.00</b>	<b>1</b>	<b>\$0.00</b>
	<b>Subtotal</b>		<b>\$8,000.00</b>
	<b>Taxes</b>		<b>\$0.00</b>
	<b>Total</b>		<b>\$8,000.00</b>
	<b>Amount Paid</b>		<b>\$0.00</b>
	<b>Amount Due</b>		<b>\$8,000.00</b>

**Notes**

**Thank you for your business..**

**Mejias Bro's Co  
7737277811**

**3308 W Dickens  
Chicago, Ill  
60647**

**Billed To  
Pumpkins Place &  
New Illusions  
1416 S 5th Ave  
Maywood Ill  
60153**

**Date of Issue  
Apr 17, 2020**

**Due Date  
May 17, 2020**

**Invoice Number  
150**

**Amount Due  
\$9,800.00**

<b>Description</b>	<b>Rate</b>	<b>Qty</b>	<b>Line Total</b>
<b>Removing old awnings and installing two new light boxes one is 10x3 and the other is 4x7 we put low voltage LED lights. We will put a timer on one box and the other will be having a solar sensor</b>	<b>\$9,800.00</b>	<b>1</b>	<b>\$9,800.00</b>
	<b>Subtotal</b>		<b>\$9,800.00</b>
	<b>Taxes</b>		<b>\$0.00</b>
	<b>Total</b>		<b>\$9,800.00</b>
	<b>Amount Paid</b>		<b>\$0.00</b>
	<b>Amount Due</b>		<b>\$9,800.00</b>

**Notes**

**Deposit needed to begin work..**

Standard Signs Corp  
8475896428

5622 S Francisco  
Chicago, Ill  
60629

**Billed To**  
**Pumpkins Place &**  
**New Illusions**  
**1416 S 5th Ave**  
**Maywood Ill**  
**60153**

**Date of Issue**  
**May 1, 2020**

**Invoice Number**  
**001475**

**Amount Due**  
**\$10,250.00**

**Due Date**  
**May 2, 2020**

---

<b>Description</b>	<b>Rate</b>	<b>Qty</b>	<b>Line Total</b>
<b>Removing old Canopies and installing two new light boxes one is 10x3 and the other is 4x7 we put low voltage LED lights. We will put a timer on one box and the other will be having a solar sensor</b>	<b>\$10,250.00</b>	<b>1</b>	<b>\$10,250.00</b>
<b>50% Deposit</b>	<b>\$0.00</b>	<b>1</b>	<b>\$0.00</b>
	<b>Subtotal</b>		<b>\$10,250.00</b>
	<b>Taxes</b>		<b>\$0.00</b>
	<b>Total</b>		<b>\$10,250.00</b>
	<b>Amount Paid</b>		<b>\$0.00</b>
	<b>Amount Due</b>		<b>\$10,250.00</b>

**Notes**

**Your business is greatly appreciated!!!**

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Village Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES  
FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING  
REDEVELOPMENT PROJECT AREA FUND TO PAY FOR  
THE VILLAGE'S SHARE OF A FAÇADE IMPROVEMENT PROJECT

(Façade Improvements by Neder Capital Services, LLC  
at 1416 South 5th Avenue Maywood, Illinois)

which was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the \_\_\_ day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of September, 2020.

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

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

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this \_\_\_ day of September, 2020.

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

SEAL



Conveniently located in the Chicagoland area  
with easy access to two major airports.  
Call us for a tour of our manufacturing facility.

(708) 343-7738



**AVW EQUIPMENT COMPANY, INC.**

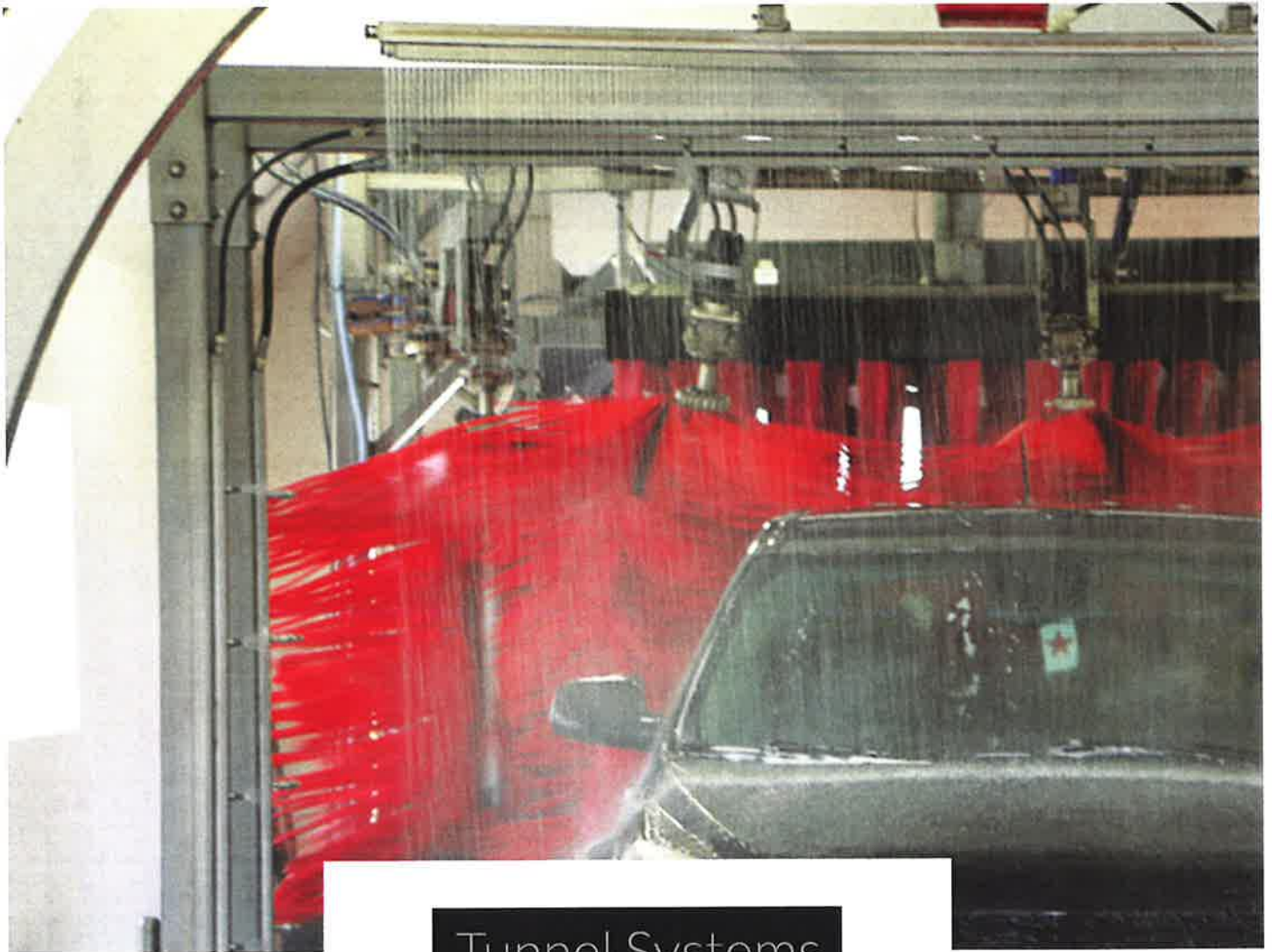
105 South 9th Avenue  
Maywood, IL 60153  
Phone: (708) 343-7738  
Fax: (708) 343-9065

[www.avwequipment.com](http://www.avwequipment.com)





Compact Mid-size Full



# Tunnel Systems

## **The tunnel system you want... without compromise!**

AVW tunnel systems put our “simplicity in motion” design and manufacturing principles into action. All systems incorporate innovative technology, offer high-quality components constructed using durable materials, and provide reliable operation with minimal maintenance and minimal downtime.

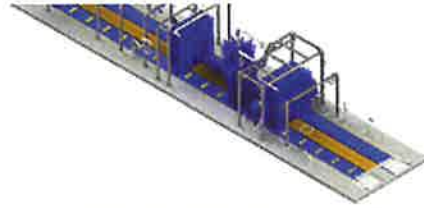
435  
164



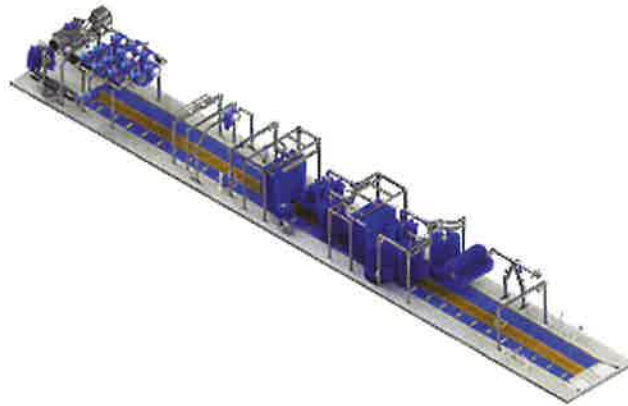
Compact Mid-size Full



Compact



Mid-size



Full

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Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers  
Tire Washers Dryers Backroom Vacuum



## All major car wash equipment... from Applicators to Z-wraps

AVW has introduced more than its share of groundbreaking products over the years – products which have become industry standards.

- First to make the vertical angle of brushes adjustable to vehicle profiles
- Invented the modern Wrap-Around
- Manufactured one of the first Following Wheel Blaster
- Introduced the Contour Brush to the NA market
- Installed the first Detail Belt Conveyor
- Introduced Belt Conveyors for wet/ wash applications

437

166



Entrance/Exit   Conveyors   Applicators/Arches   HP Arches/Blasters   Wraps   Side/Top Washers  
Tire Washers   Dryers   Backroom   Vacuum



[AVW Video](#)



[AVW Capabilities Brochure \(PDF\)](#)

## Entrance/Exit

AVW's steel Mirror Entry is free standing with an extra-large adjustable mirror. The AVW Stainless Steel Prep Gun Station features a gravity feed tank, with adjustable controls contained inside of tank. ... [more](#)

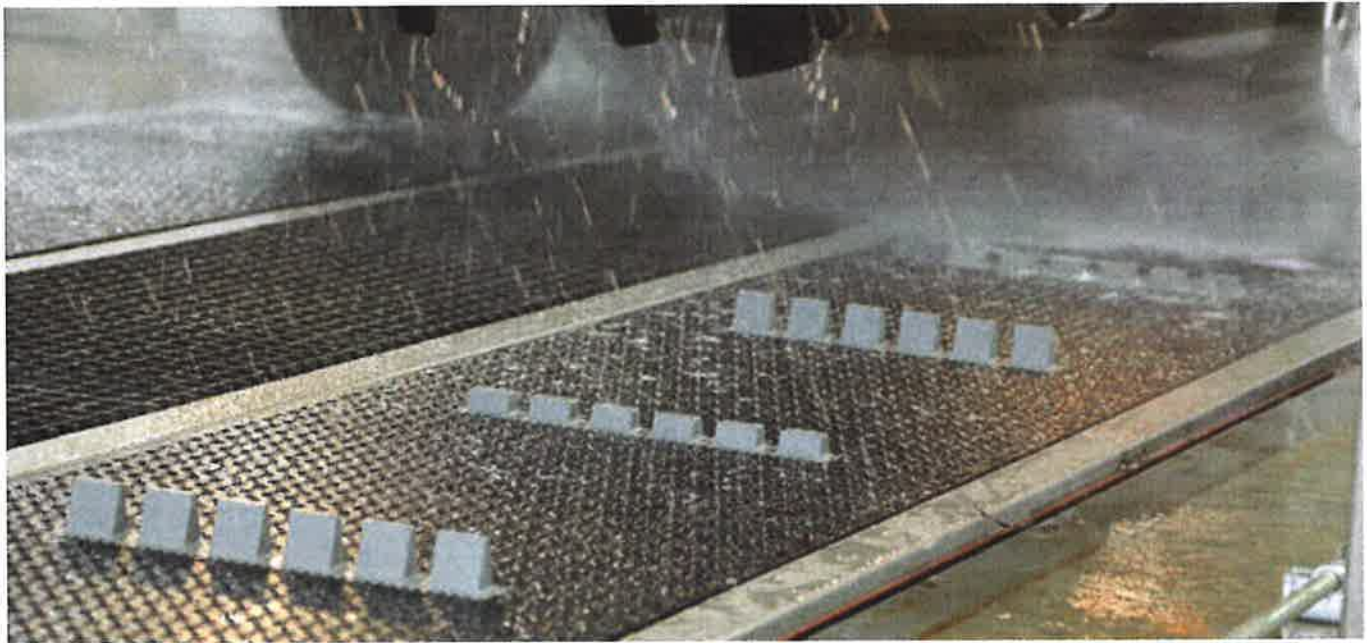


## Conveyors

AVW Belt Conveyors are designed for more control of the vehicle with fewer restrictions on the type of vehicle being washed. With all four tires on the belt, braking and steering have no consequences. Eliminating guide rails also eliminates wheel damage. AVW Roller Conveyor

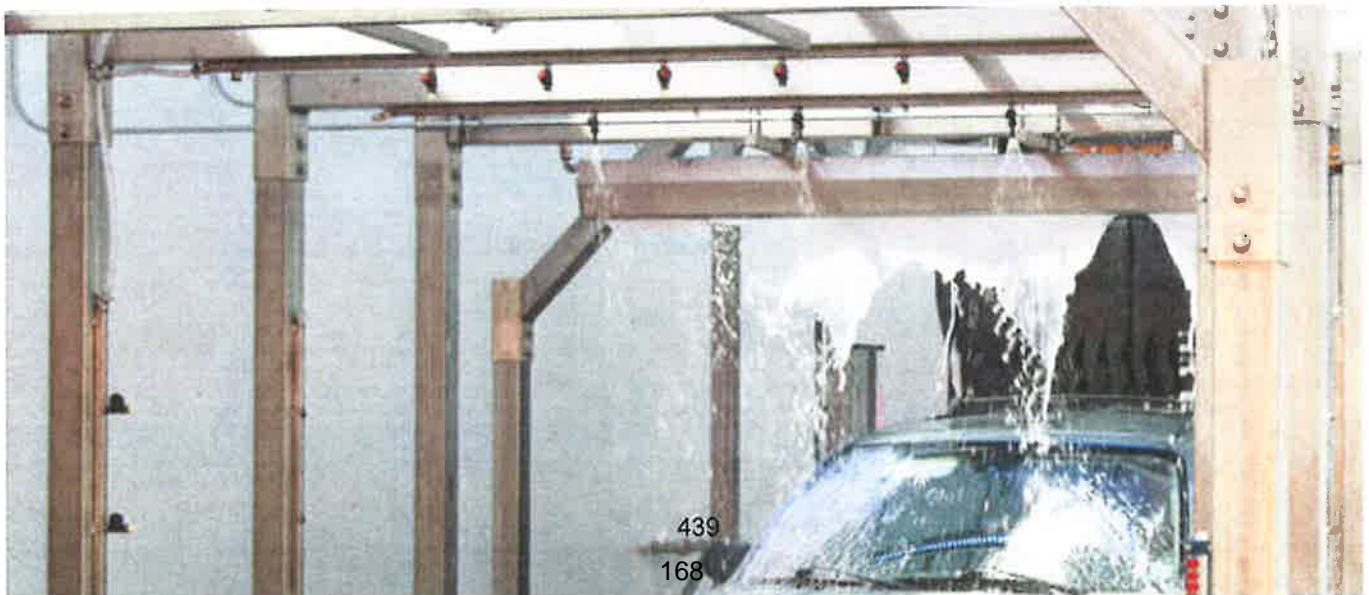


Entrance/Exit   Conveyors   Applicators/Arches   HP Arches/Blasters   Wraps   Side/Top Washers  
Tire Washers   Dryers   Backroom   Vacuum



## Applicators & Arches

The AVW Applicator Arch is made of long-lasting stainless tube with many options available for soap, conditioning, rinsing and finishing. The Shower Manifold is made of 1.5" x 1.5" stainless tube with 1-5 rows of holes available for a wide range of water flows. AVW's Floor Applicators feature clean stainless steel applicator designs, have minimal space requirements, utilize computer or treadle control, and ... **more**





Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers  
Tire Washers Dryers Backroom Vacuum

## High-Pressure Arches/Blasters

Our stainless steel High Pressure Arches deliver high pressure, high volume coverage to meet today's demands for thorough foam and soap rinse. AVW's stationary Fixed Rocker Blaster, the Swirling Side Blaster with high action swirling motion, the Spinning Wheel Cannon, and the Pivoting Turbo Blaster offer the widest range of effective ... [more](#)



## Z-Wrap/Contour Combinations

Our equipment combinations are ideal for space savings in short tunnels and for productivity and performance in high speed longer tunnels. Certain combinations, like Z-Wrap/Contour Combinations, are AVW exclusives and offer unrivaled performance. Combination units routinely boost car wash counts by 20-30% over the traditional "car count equals tunnel length" rule of thumb. ... [more](#)





Entrance/Exit   Conveyors   Applicators/Arches   HP Arches/Blasters   Wraps   Side/Top Washers  
Tire Washers   Dryers   Backroom   Vacuum



## Side/Top Washers

The AVW Mitter Curtain has a unique basket motion. AVW Top, Dual Top, and Tilting Top Brushes are designed to clean hoods, windshields, and roofs of vehicles and provide long residence time for problem areas. The AVW stainless steel Rocker Panel Brush is angle adjustable so you can match the rocker brush orientation to the shape of the vehicle. AVW's Contour Side Washer is designed to ... **more**

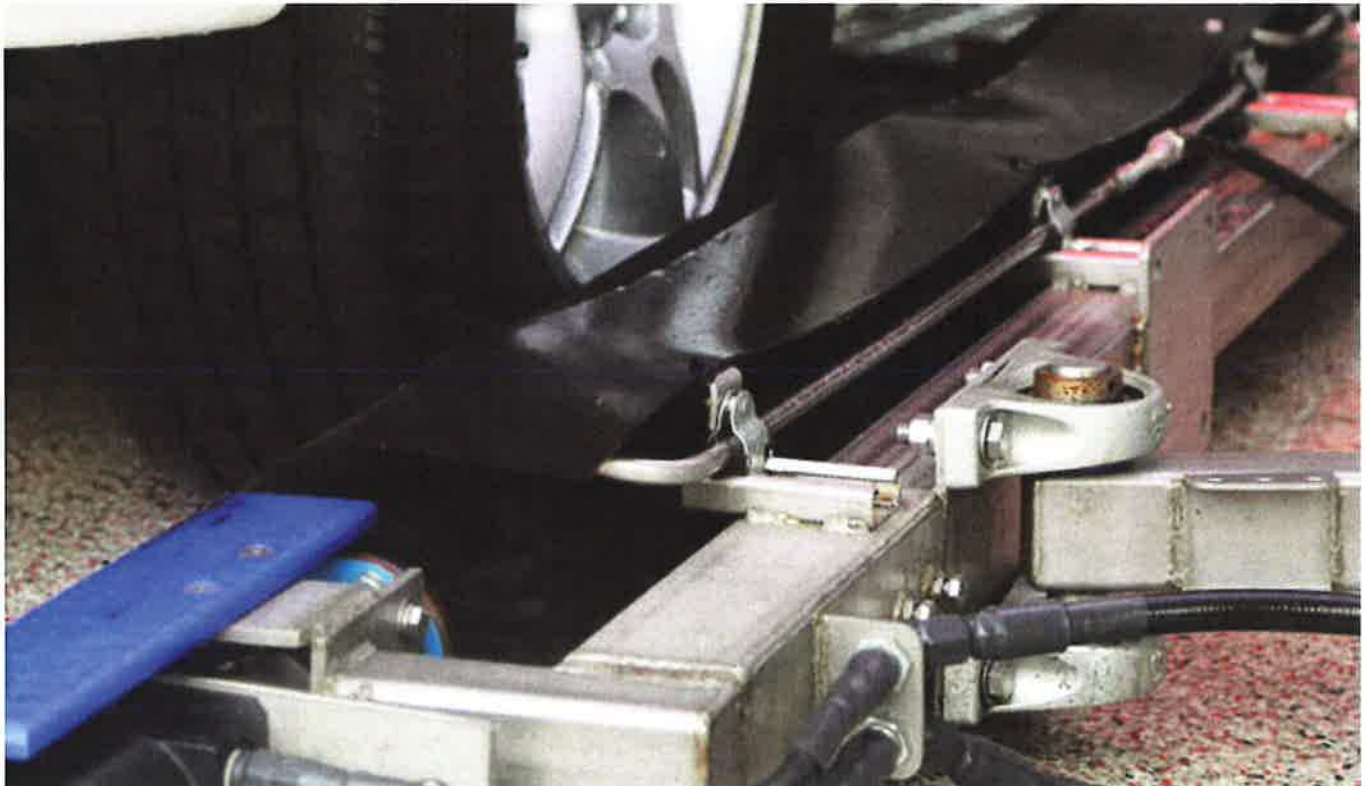




Entrance/Exit Conveyors Applicators/Arches HP Arches/Blasters Wraps Side/Top Washers  
Tire Washers Dryers Backroom Vacuum

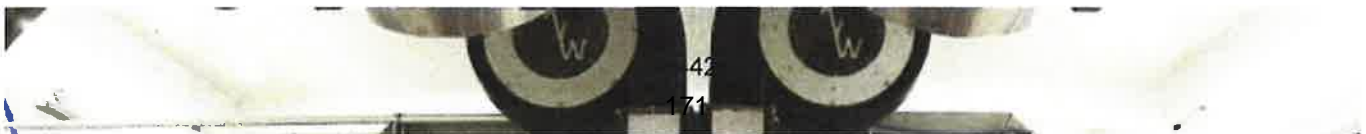
## Tire Washers/Applicators

The AVW Tire Washer is low-profile in standard or Stepped Brush configurations and can be located under Mitter Curtains and Top Brushes to save space. The AVWTire Dressing Applicator is designed to shine a tire on roller conveyors or Belt Conveyors with outstanding durability. An optional dosing controller provides more consistent shines and eliminates chemical sling, drip and waste. ... [more](#)



## Dryer Equipment

AVW Blowers are available in highly efficient 10 HP and 15 HP models in stainless steel or UHMW plastic housings. Exceptional nozzle velocities enable tailoring to problem areas or noise issues in sensitive installations. A virtually limitless range of dryer system designs are available with flexible mounting systems. Pivoting nozzles, variable speed MCCs, "Air Rinse" pre-dry, and "A.I.R. Gate" blower chokes provide a full line of additional performance and control options. ... [more](#)



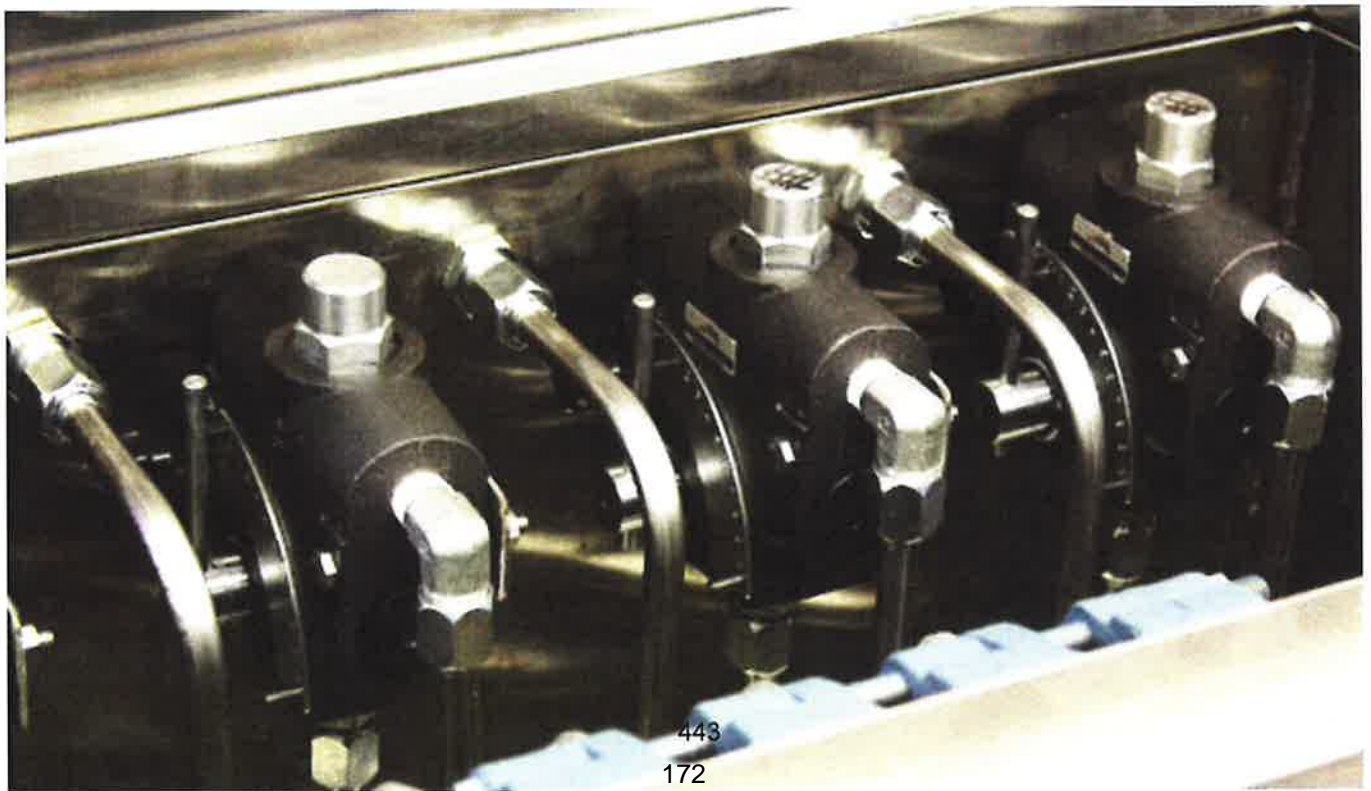


Entrance/Exit   Conveyors   Applicators/Arches   HP Arches/Blasters   Wraps   Side/Top Washers  
Tire Washers   Dryers   Backroom   Vacuum



## Backroom Equipment

The AVW stainless steel High-Pressure Pumping Stations power any equipment with up to three pumps, per station, (8, 20, or 30 gpm sizes) and up to 1000 psi. The AVW Hydraulic Power Units feature dependable, long-lasting, components built to last for decades. They are constructed with stainless steel and available in 2 - 7 port configurations. AVW Chemical Pumping Stations are built on easy to ... [more](#)





## Vacuum Systems

Entrance/Exit   Conveyors   Applicators/Arches   HP Arches/Blasters   Wraps   Side/Top Washers  
Tire Washers   Dryers   Backroom   Vacuum

central vac separator, or with a high efficiency vac motor controlled by a free vac push-button actuator box or a coin box. Mounted to a concrete pier, our vacuum systems offer an easy way to add vacuum capacity to any site. ... [more](#)



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## About Us

### **Simplicity in Design! Simplicity in Operation! Simplicity in Motion!**

AVW is a family-owned company that believes in manufacturing innovative car washing equipment and building long-term, mutually beneficial business relationships with our customers. From our start in repairing car wash equipment to our current position as a leading global manufacturer of advanced car wash systems, our business philosophy has remained constant: simplify the design and use high-quality materials to build reliable and durable car wash components.

More than forty years of experience and product innovation goes into every piece of equipment we make. We offer custom solutions to meet your unique requirements and develop, design, and build in-house the equipment we sell. We don't allow commercially available technology to limit design options. If needed, we will make the necessary modifications to existing components, or design a brand new part. We will do whatever it takes to make sure your car wash is simple and easy to



The AVW family is here to support you, in any way we can, and to help you build a worry-free car wash...which leaves more time to grow your business!

### **AVW Milestones and Major Innovations:**

- Develops the Circular Motion Mitter (1983)
- Makes vertical angle of brushes adjustable to vehicle profiles (1987)
- Invents the modern "Flex Wrap" (1992)
- Builds the first Detail Belt Conveyor (1999)
- Fabricates the first Following Wheel Blaster in North America (2000)
- Licenses and introduces the Kaady Contour Washer (2002)
- Launches the Belt Conveyor in wet/wash applications (2005)
- AVW Belt Conveyor builds surpass roller conveyor builds (2011)



[AVW Video](#)



[AVW Capabilities Brochure \(PDF\)](#)

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## Events

See Us At:



**2020 Convention & Expo**  
 January 29-31  
 Fort Worth  
 Convention Center  
 Fort Worth, TX  
**Booth #127**

**CAR WASH SHOW™**  
 中国洗车秀 CHINA

**THE CAR WASH SHOW™ CHINA 2020**  
 February 18-21, 2020  
 Beijing, China



**THE CAR WASH SHOW™ 2020**  
 April 6-8, 2020  
 San Antonio, TX  
**Booths 12001/12101**

## News

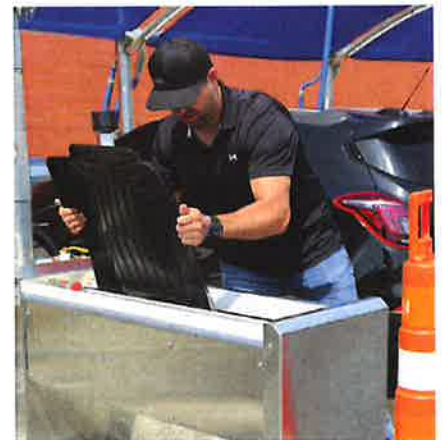
### What do you call a clean car with dirty mats? A dirty car!

Whether you offer free self-serve vacuuming with your express wash or provide interior detail services, the AVW Mat Cleaner delivers clean mats for your customers. Mats are brushed and scrubbed quickly and easily (in minutes) removing summer sand or winter salt. And, the AVW Mat Cleaner accommodates a wide range of shapes and sizes, from flat mats to deep, laser-measured, floor liners.

Our mat cleaner is easy to operate. Customers simply push the start button, turn on the optional water spray, and lower/raise the mat in and out of the machine to clean the entire mat surface. Dirt, debris, and water drop and collect into the drained, easily serviced collection tray at the bottom of the unit. Built using stainless steel for durability, dependability and long-life, the AVW Mat Cleaner delivers an ideal add-on service that complements the other clean car services you provide.



*Installed at multiple locations across the U.S. and around the globe*



*Can accommodate deep, laser-measured, floor liners*



*Features high-quality, durable, components*



- measured custom floor liners
- Wash salt and dirt out of mats and liners with the optional wet kit
- Remove sand, gravel, dirt, snow melt, road salt, pet hair, grass, leaves, mulch, food, etc.
- Red “mushroom” button e-stop is close to hands, next to the ON switch
- Plate-activated safety relay turns unit off when hands are inserted into the mat slot



*Simple to operate with easy to follow instructions*



*Available in a dual, back-to-back, configuration*

## **SPECIFICATIONS**

**Size:** 35-5/8” height x 18-5/8” depth x 53” length (90 cm x 47 cm x 135 cm)

**Water:** Standard 3/4” Pipe with (5) x 1/4” FNPT half couplings with 05E80 PVDF nozzles

**Weight:** 280 lbs (127 kg)

**Power:** Single Phase, 110 Volt/7.6 A/60 Hz or 220 Volt/3.8 A/50 Hz

**Electric Gear Motor:** 1/2 HP, 1 Phase

**Maximum Mat Width:** 38”

**Construction:** Stainless Steel

### **Safety Features:**

- Push button start, adjustable timed relay
- Emergency e-stop mushroom button and panic bar stop



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New Videos Project Gallery Expert Advice

# New Videos



Sally Dahm Grant, CREW CAR WASH  
Mandi Brower, QUALITY CAR WASH



AVW Belt Conveyor Overview



AVW Car Washing Equipment Overview



AVW Tunnel Systems Overview



12' (144") Express Detail Belt



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



AVW Window Mirror Dryers

# Project Gallery

## Mister Car Wash Express Lube — Reading, PA



451  
180



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



Wash-U Car Wash, Plainfield, IL



D'Arcy Motors, Joliet, IL



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



NASCAR Car Wash, Naperville, IL

## Expert Advice

### ***Trending Car Wash Advancements: Where to Put Your \$\$ in 2017***

Three industry experts discuss the pressing issues of the day.

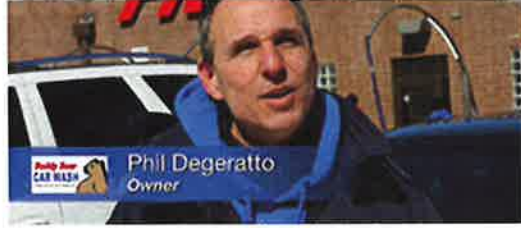
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182



New Videos Project Gallery Expert Advice



**Steve Timmer/Michael Timmer**  
Wash-U Car Wash



**Phil Degeratto**  
Owner, Buddy Bear Car Wash

### **Chemical Injection Systems**



**John Imreibe**  
Owner, Royal Touch Car Wash

### **Vulnerabilities of the Express Car Wash**

Three industry experts discuss the pressing issues of the day.



[New Videos](#) [Project Gallery](#) [Expert Advice](#)



**Brian Hobin**  
Owner, Tommy's Express Car Wash  
Hemet, CA



**Chuck Kaady**  
President/Owner, Kaady Car Washes

***Staying Relevant to Existing Customers***



**Tom Essenburg**  
CEO, Tommy Car Wash Systems

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## Service & Support

### **We will support you for the life of your wash**

We provide assistance early in your project planning phase, engineering support during design, construction and installation, and technical support after you open.

- An extensive local distributor network to provide guidance and support throughout the life of your project
- Site layout consultation in order to maximize utilization and flow
- Technical information concerning the wash during the permit process
- Drawings and technical specs to assist the architect and MEP engineer in the preparation of your construction drawings
- Equipment specifications and quotes for your business plan and site planning
- Installation



• Training

- Tech support via distributors, by telephone, in equipment manuals, and on-line
- Parts inventory (next-day parts delivery; same-day, via air freight, if needed)

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charles vincent george  
ARCHITECTS

Project Name: AVW Expansion

Project Number: 2019-084

Scope of Work Summary

- Existing conditions:
  - The warehouse facility has grown over time as the need for additional space demanded
  - The multiple expansions left the building as a mix of different structures with random roof heights adjacent to one another
  - A recent addition completed in 2015 extended the facility to the south
- Proposed construction:
  - The owner has a need for more space as the business has grown
  - In order to maintain production, construction will need to be phased so that operations continue during the construction schedule
  - A new structure will be introduced within the perimeter masonry walls of the facility
  - Once the new support structure is in place, the different roof systems will be replaced at a higher elevation in a phased manner so that production is not disrupted
  - A new wall system will be added above the exterior masonry walls scheduled to remain once the new roof system is in place
  - The new roof system will match the system found on the 2015 addition in both materials and height to provide a consistent roof system across the entire facility
  - The 2015 addition will remain as is since that area is in good condition

• Area Calculations:

Existing area to remain as is	5,641 s.f.
Existing area to be renovated (new roof & enclosure walls)	10,879 s.f.
<u>New construction</u>	<u>10,000 s.f.</u>
Total area	26,520 s.f.

"EXHIBIT G"

# PLAT OF SURVEY

OF

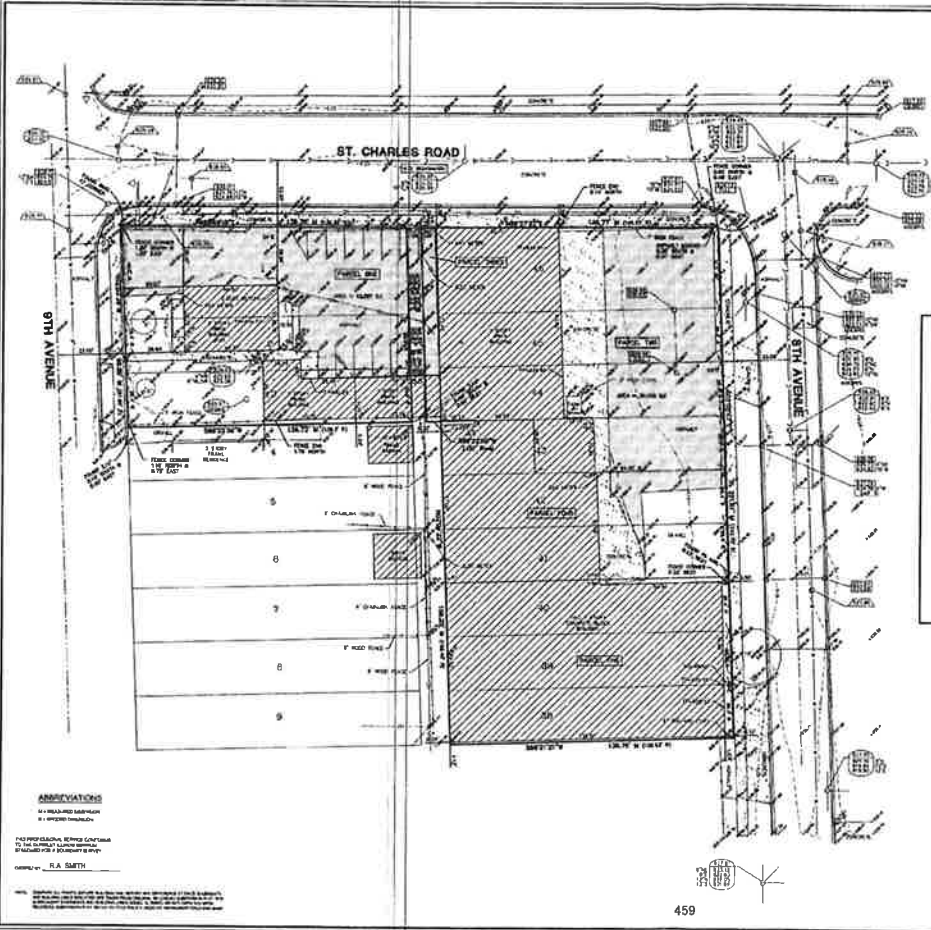
PARCEL ONE  
LOTS 1, 2 AND 3 IN BLOCK 88 IN MAYWOOD, A SUBDIVISION OF PARTS OF SECTION 2, 11 AND 14,  
TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

PARCEL TWO  
THE EAST 30 FEET OF LOT 42 AND ALL OF LOTS 44, 45 AND 46 IN BLOCK 88 IN MAYWOOD, A  
SUBDIVISION OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL THREE  
THE EAST FIFTEEN FEET OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS 44, 45 AND 46 IN COOK  
COUNTY, ILLINOIS

PARCEL FOUR  
LOTS 47, 48 AND 49 EXCEPT THE EAST 10 FEET THEREOF IN BLOCK 88 IN MAYWOOD, A  
SUBDIVISION OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL FIVE  
LOTS 50, 51 AND 52 ALL IN BLOCK 88 IN MAYWOOD, A SUBDIVISION OF SECTION 11, TOWNSHIP 38  
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS



**LEGEND**

- SANITARY SEWER
- WATER MAIN
- STORM SEWER
- OVERHEAD WIRES
- FENCE
- FIRE HYDRANT
- VALVE IN WALL
- VALVE IN BOX
- MANHOLE WITH OPEN LID
- LIGHT POLE
- POWER POLE
- GAS MISC
- SAND HOLE
- BOX
- CURB & GUTTER
- SPOT ELEVATION
- CENTERLINE
- FRET
- EASEMENT FOR SANITARY MANHOLE
- EASEMENT FOR WATER STRUCTURE
- EASEMENT FOR STORM STRUCTURE



**GENERAL NOTES:**

NATIONAL GEODETIC SURVEY (NAD 83) POINT DATA LOCATED AT THE SURVEYED CORNERS OF THE SITE ARE LISTED IN THE ADJACENT TABLE.

NATIONAL GEODETIC SURVEY (NAD 83) POINT DATA LOCATED AT THE ADJACENT CORNERS OF THE ADJACENT BELLEVUE AVENUE AND ALLEYS STREET ELEVATION LIST IN PARENTHESIS.

EXISTING STRUCTURE LOCATED NORTH OF SITE (1120 N 52 ST) (PND 88)

STATE OF ILLINOIS )  
 COUNTY OF COOK )

WE, THE UNDERSIGNED, ARE HEREBY SETTING UP AND SUBSCRIBING THE ABOVE DESCRIBED PROPERTY AND THE PLAT HEREON THEREIN AS A CORRECT REPRESENTATION OF THE SAME.

WITNESSED OUR HANDS AND SEAL OF OFFICE THIS 15th DAY OF JULY, 2019.

ELIZABETH J. SMITH, Surveyor



**INTECH CONSULTANTS, INC.**  
 ENGINEERS - SURVEYORS  
 SHEET No. 1 of 1 JOB No. 7222

**ASSUMPTIONS**

1. ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.

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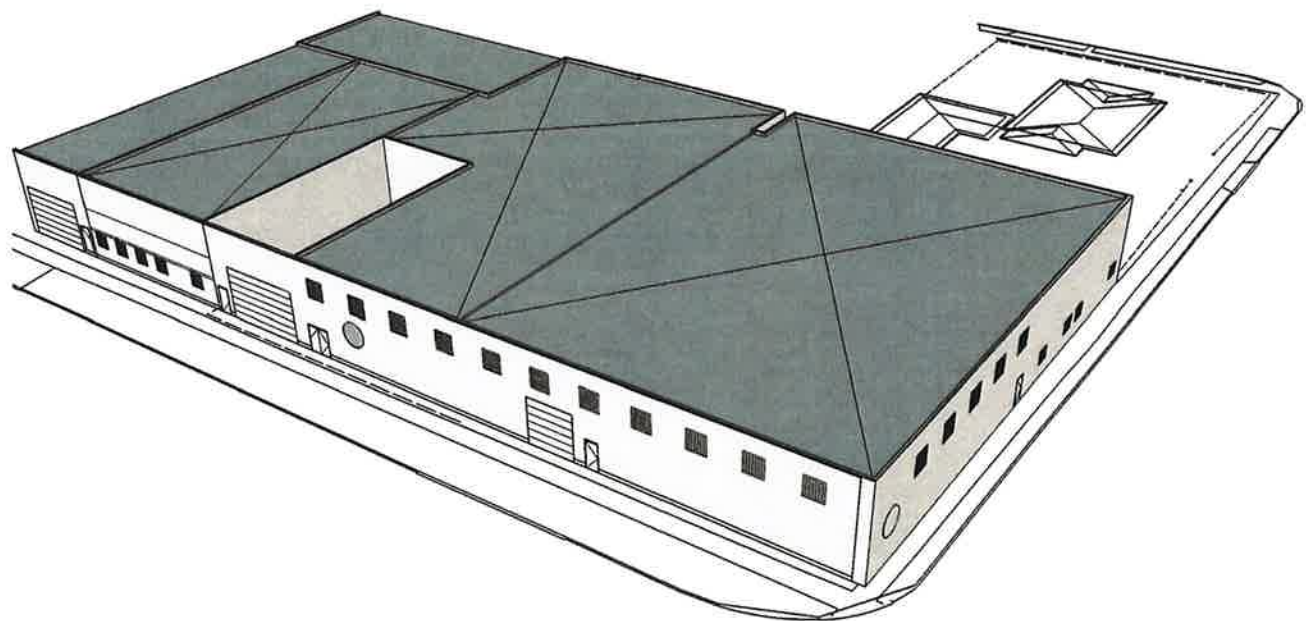
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"EXHIBIT H"



**PERSPECTIVE VIEW FROM NORTHEAST**

SCALE: N.T.S.

Warehouse Expansion  
AVW Equipment Company  
105 South 9th Avenue - Maywood, IL 60153



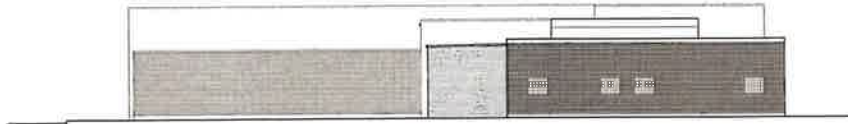
  
charles vincent george  
ARCHITECTS  
1245 E. Diehl Rd. Suite 101 - Naperville, IL 60563  
P. 630.357.2023 - F. 630.357.2663

"EXHIBIT H"



**EXISTING EAST ELEVATION**

SCALE: 1" = 20'-0" 0' 5' 10' 20' 40' 80'



**EXISTING NORTH ELEVATION**

SCALE: 1" = 20'-0" 0' 5' 10' 20' 40' 80'

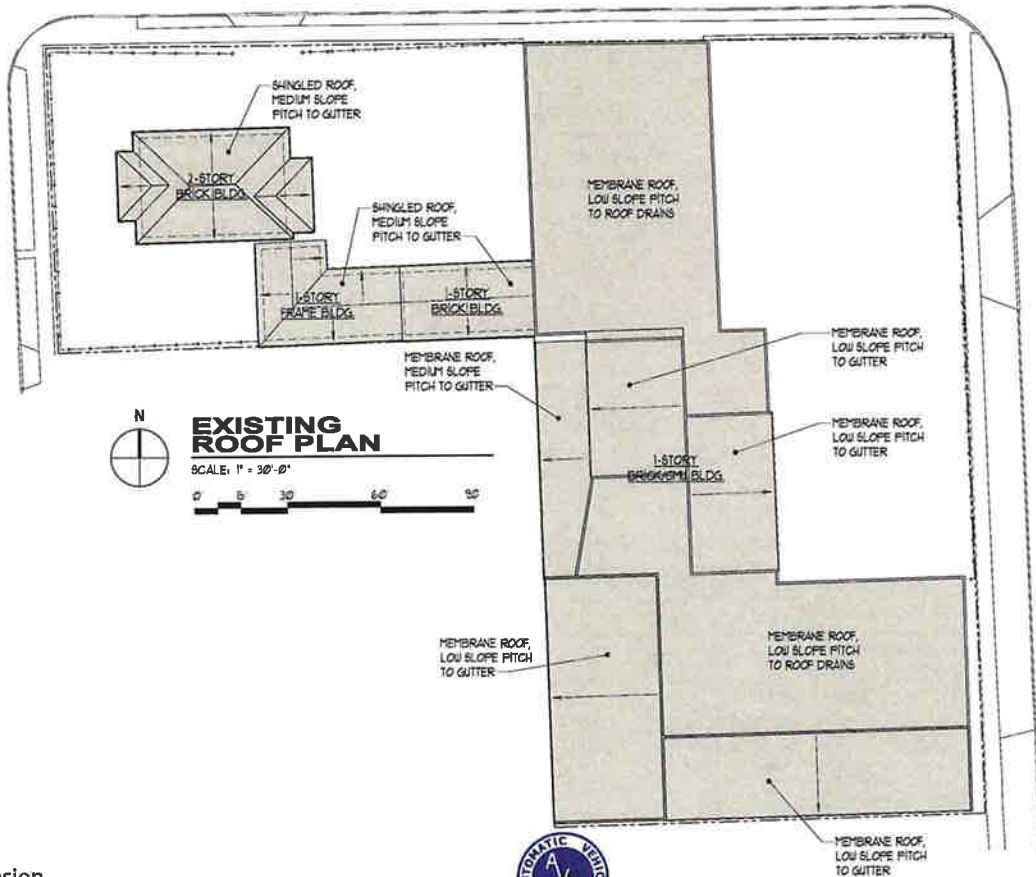
Warehouse Expansion  
AVW Equipment Company  
105 South 9th Avenue - Maywood, IL 60153



  
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ARCHITECTS  
1245 E. Diehl Rd. Suite 101 - Naperville, IL 60563  
P. 630.357.2023 - F. 630.357.2482

ST. CHARLES ROAD

"EXHIBIT H"



**EXISTING ROOF PLAN**

SCALE: 1" = 30'-0"

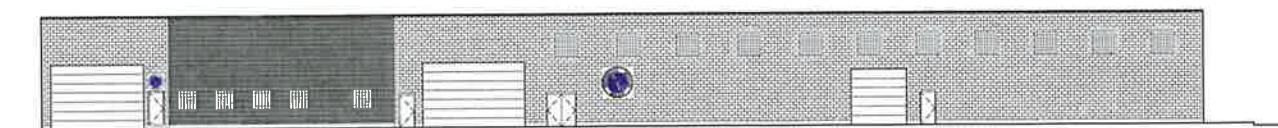


Warehouse Expansion  
 AWW Equipment Company  
 105 South 9th Avenue - Maywood, IL 60153



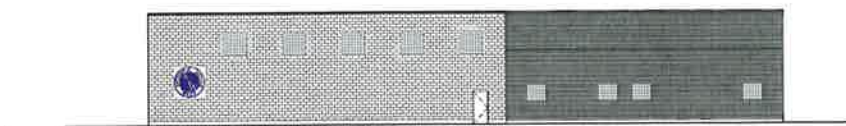
charles vincent george  
 ARCHITECTS  
 1345 E. 95th St. Suite 100 - Naperville, IL 60563  
 P. 630.252.0223 F. 630.852.0442

"EXHIBIT H"



**PROPOSED EAST ELEVATION**

SCALE: 1" = 20'-0" 0' 5' 10' 20' 40' 80'



**PROPOSED NORTH ELEVATION**

SCALE: 1" = 20'-0" 0' 5' 10' 20' 40' 80'

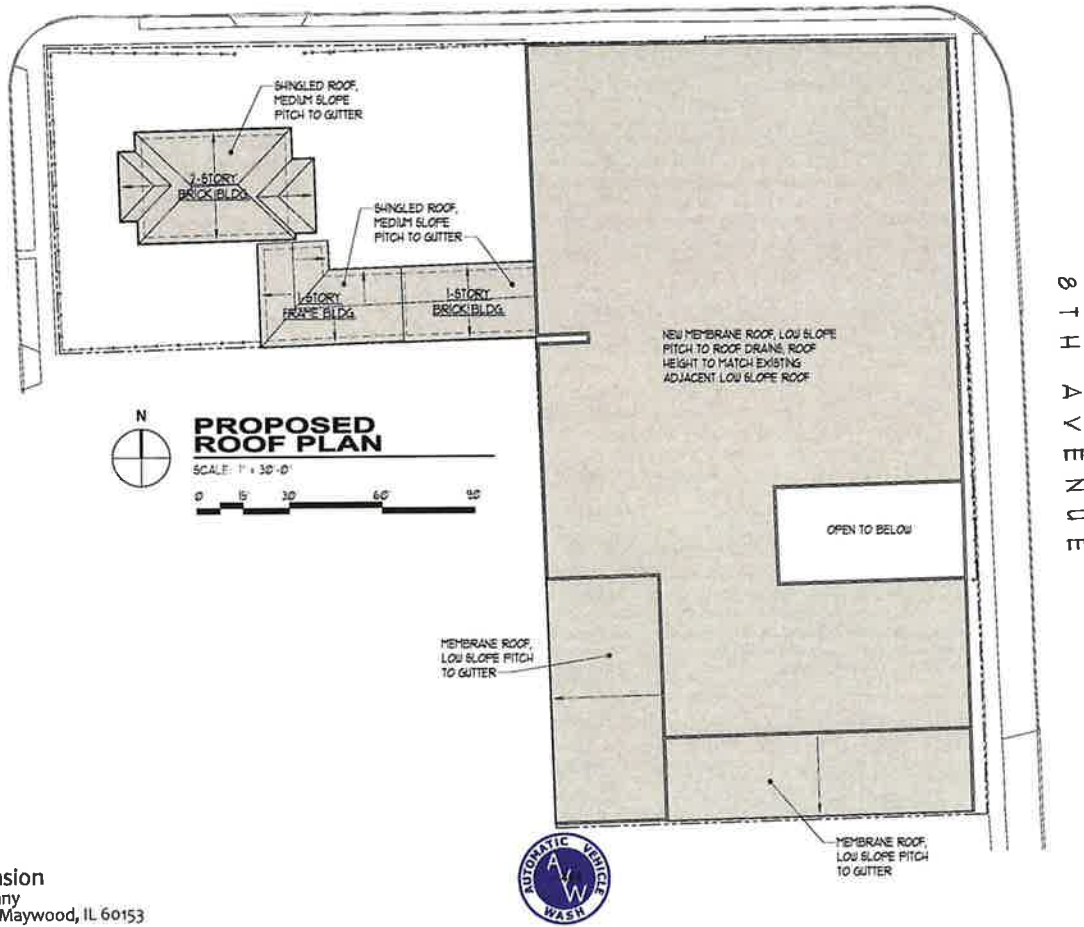
Warehouse Expansion  
AVW Equipment Company  
105 South 9th Avenue - Maywood, IL 60153



  
charles vincent george  
ARCHITECTS  
1245 E. Diehl Rd. Suite 101 - Naperville, IL 60563  
P: 630-357-2003 F: 630-357-2462

ST. CHARLES ROAD

"EXHIBIT H"



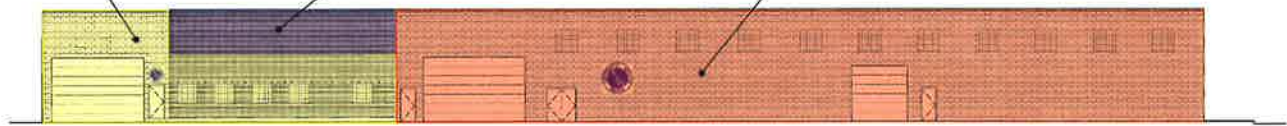
Warehouse Expansion  
 AWW Equipment Company  
 105 South 9th Avenue - Maywood, IL 60153

"EXHIBIT H"

PORTION OF EXISTING BUILDING TO REMAIN (SHOWN IN YELLOW)

WALL ADDITION ABOVE EXISTING CONSTRUCTION (SHOWN IN BLUE)

NEW CONSTRUCTION TO FACILITY (SHOWN IN RED)



**PROPOSED EAST ELEVATION**

SCALE: 1" = 20'-0" 0' 5' 10' 20' 40' 80'

NEW CONSTRUCTION TO FACILITY (SHOWN IN RED)

WALL ADDITION ABOVE EXISTING CONSTRUCTION (SHOWN IN BLUE)

PORTION OF EXISTING BUILDING TO REMAIN (SHOWN IN YELLOW)



**PROPOSED NORTH ELEVATION**

SCALE: 1" = 20'-0" 0' 5' 10' 20' 40' 80'

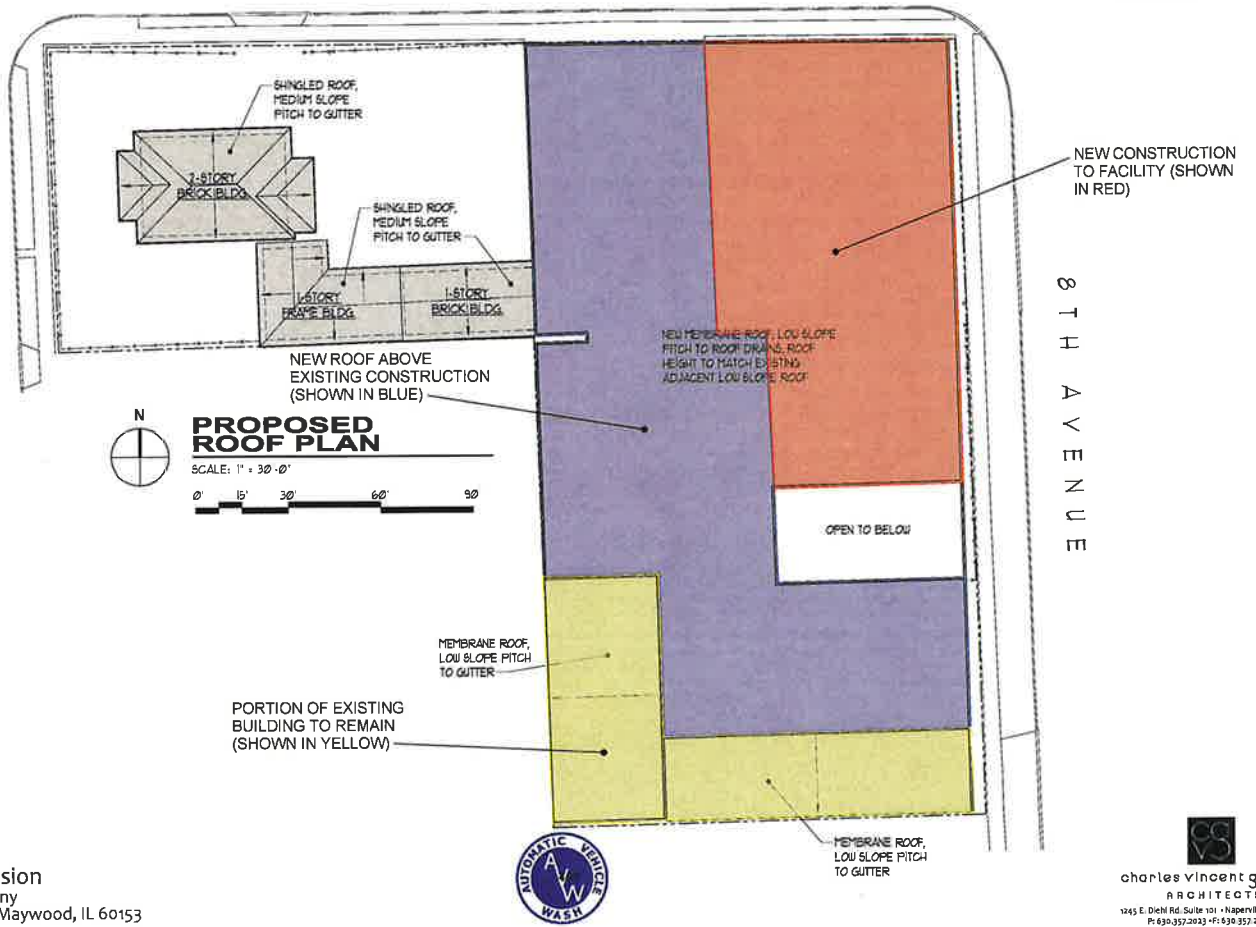
Warehouse Expansion  
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105 South 9th Avenue - Maywood, IL 60153



  
charles vincent george  
ARCHITECTS  
1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563  
Ph: 630.357.3003 • Fx: 630.357.2662

S T . C H A R L E S R O A D

"EXHIBIT H"



Warehouse Expansion  
 AWW Equipment Company  
 105 South 9th Avenue - Maywood, IL 60153

  
 charles vincent george  
 ARCHITECTS  
 1245 S. Dixie Rd. Suite 101 • Naperville, IL 60563  
 P: 630-357-2003 • F: 630-357-2465

**PROJECT TITLE & ADDRESS:**  
**AVW**

D&S Enterprises Unlimited Inc. Budget #041-2020  
 105 S 9th Ave  
 Maywood, IL 60153



**Project Square Footage:** 10000

**Date:** 06-19-2020

CSI DIVISION	TRADE/SCOPE	CONSTRUCTION BUDGET	NOTES/COMMENTS
DIVISION 0	Architectural Design	\$0	By Owner
	Building Permit & Fees	\$0	By Owner
DIVISION 1	Soil Tests	\$0	Owner to provide soil tests and hazardous materials tests.
	Site Surveying Allowance	\$0	By Civil Engineer
	Site Fencing	\$3,000	Construction fencing / silt included
	Final Clean	\$0	Included in price
DIVISION 2	Demolition/Excavation	\$85,000	Provide demo existing conditions and dig for footing/foundations. Stone for concrete slab
	Site Concrete - Sidewalks	\$22,056	Concrete replacment for curb cuts and sidewalk.
	Site Asphalt patching	\$8,100	Asphalt patching for curb cuts into street.
	Sweeper	\$2,000	Street sweeper.
DIVISION 3	Masonry	\$195,080	Furnish & Install 8" CMU with rebar reinforcements, lintel, and glass blocking.
DIVISION 4	Concrete - Slab	\$68,615	Furnish & Install slab on grade, 10mil, 2.9 mesh, sealer, saw cut joints, 2" insulation.
	Concrete - Footing and Foundation	\$64,300	Furnish & Install typical 2' footing and 4' foundation wall with rebar.
DIVISION 5	Steel & Misc Metals (Need Structural Drawing)	\$120,000	Furnish and Install per structural plan.
DIVISION 6	Carpentry (Need Structural Drawing)	\$131,050	Install and place trusses. Install blocking and lintals for all roof access.
DIVISION 7	Joint Sealants	\$3,000	Provide labor and materials to caulk and provide joint sealants throughout entire space after completion, prior to owner occupancy.
	Roofing	\$151,400	Install 2 layers of 2.6" (5.2" total) rigid polyisocyanurate insulation board . R-30.0 Install 45 mil, fully adhered, white Energy Star T.P.O. membrane roofing.
	Roof access and ladder	\$8,500	Supply and install roof access and ladder within building.
	Sheet Metal Scupper, Gutters, and Downspouts	With Roofing With Roofing	Install prefinished steel copings at the main building perimeter. With Roofing.
DIVISION 8	Doors/Frames/Hardware	\$36,523	Overhead door and exterior doors.

"EXHIBIT I"

**PROJECT TITLE & ADDRESS:**

**AWW**

D&S Enterprises Unlimited Inc. Budget #041-2020  
105 S 9th Ave  
Maywood, IL 60153



**Project Square Footage:** 10000

**Date:** 06-19-2020

CSI DIVISION	TRADE/SCOPE	CONSTRUCTION BUDGET	NOTES/COMMENTS
DIVISION 9	Painting	\$27,500	Paint for exterior of building.
DIVISION 10	Fire Extinguishers	\$1,900	Fire estinguisher's for building.
DIVISION 15	HVAC	\$128,500	F&I New ductwork, RTUs, GRDs, and Thermostats and Gas piping for RTU's, Two (2) New Thermostat.
	Gas Piping	With HVAC	Gas piping for RTU's.
	Plumbing	\$63,200	Underground plumbing and roof drains.
DIVISION 16	Electrical	\$205,000	Furnish and install all electrical, light fixtures, and secondary exterior feeds, signage, fire alarm
<b>SUBTOTAL</b>	<b>Preliminary Budget Subtotal #1</b>	<b>\$1,324,724</b>	
Contingency	Contingency (5%)	\$66,236	Contingency 5% for any unforeseen conditions to tracked and credited back to owner
<b>TOTAL</b>	<b>CONSTRUCTION BUDGET TOTAL</b>	<b>\$1,390,960</b>	<b>\$0</b>

**Clarifications/Inclusions**

- 1 This budget is subject to significant revisions pending design changes, final material selections, schedule, and scope of work clarifications.
- 3 This budget has been prepared assuming a continuous project with access to all construction areas throughout the entire construction duration. Phased occupancy is not included.
- 4 This budget includes allowances that are subject to change based on full and final extent of the work.
- 5 General Contractor Liability and Workers Compensation Insurance is included.
- 6 This budget does not include Village of Maywood permits or fees of any kind.
- 8 This budget does not include Builder's Risk insurance.

"EXHIBIT I"

**PROJECT TITLE & ADDRESS:**

**AVW**

D&S Enterprises Unlimited Inc. Budget #041-2020  
105 S 9th Ave  
Maywood, IL 60153



**Date: 06-19-2020**

**Project Square Footage: 10000**

CSI DIVISION	TRADE/SCOPE	CONSTRUCTION BUDGET	NOTES/COMMENTS
<b>Not Included</b>			
1	Tenant Signage, Lighting, or Finishes.		
2	Reimbursables / 3rd Parties.		
3	Builders Risk Insurance. This insurance is to be provided by the owner.		
4	Asbestos or hazardous waste removal.		
5	Radon control or abatement.		
8	Any work to correct existing code violations not already included in drawing scope.		

## EXHIBIT "J"

### Employment Opportunities

Pursuant to current economic and market dynamics, Applicant's estimates are as follows:

- I. How many construction jobs will be created as a result of this development –  
Approximately: **15-20**
- II. How many permanent full-time and part-time employees do you now employ in  
Cook County: **55**
- III. How many new permanent full-time jobs will be created as a result of this  
proposed development – **Full-time: 10 and Part-time: 10**

Additionally, Applicant reserves the right to amend and/or supplement said response at a later time when new or additional information subsequently becomes known or available to Applicant.

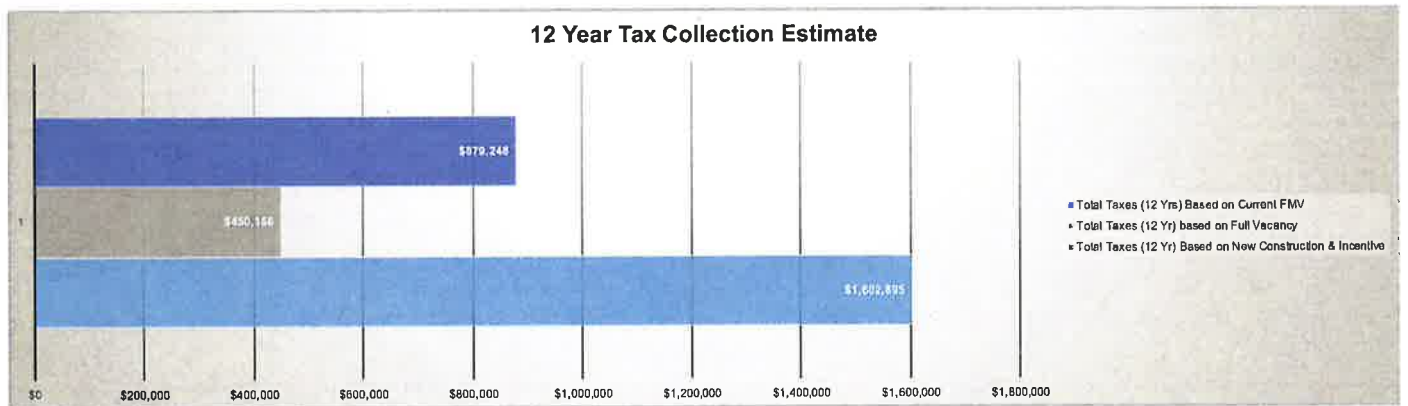
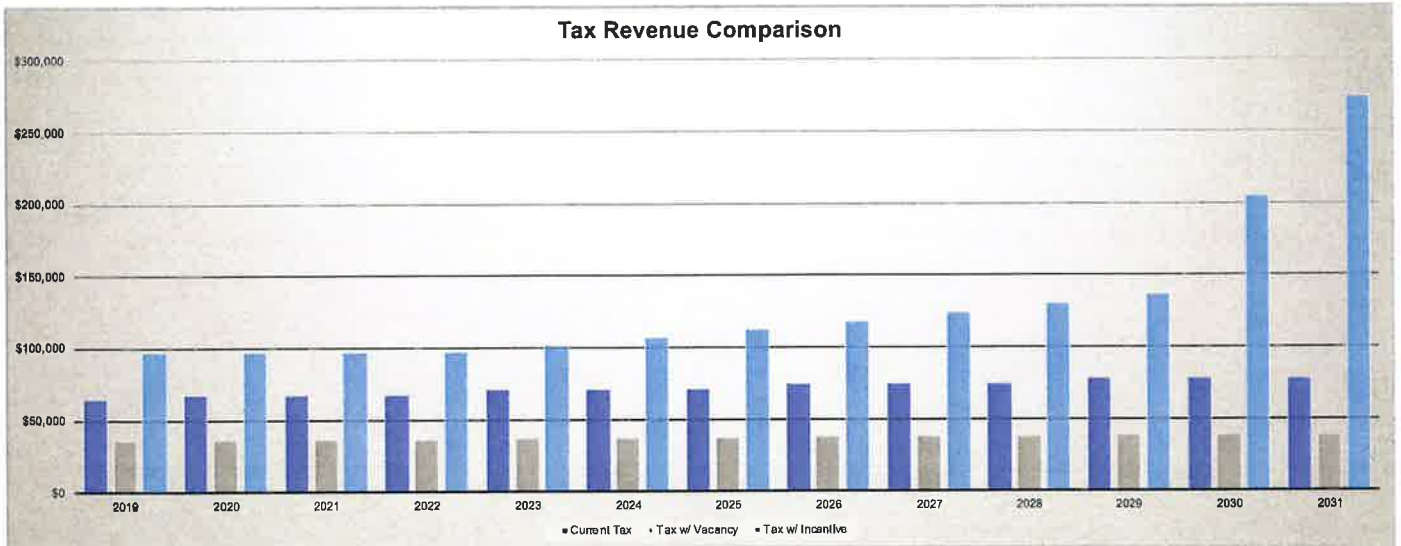
"EXHIBIT K"

UNDEVELOPED Based on Current Assessment and/or If Vacant @ 16,520 Sq. Ft					Estimated Market Value (Based on Construction Budget Cost) @ 26,520 Sq.Ft.	DEVELOPED Without Incentive		DEVELOPED With Incentive	
Tax Year	Current Assessed Value per Assessor	Current Market Value @ 25%	Current Tax With Full Occupancy	Estimated Tax With Full Vacancy		Estimated Assessed Value @ 25%	Estimated Tax	Estimated Assessed Value @ 10%	Estimated Tax
2019	\$102,500	\$410,000	\$64,760	\$35,811					
2020	\$107,625	\$430,500	\$67,999	\$36,459	\$1,540,000	\$385,000	\$243,247	\$154,000	\$97,299
2021	\$107,625	\$430,500	\$67,999	\$36,459	\$1,540,000	\$385,000	\$243,247	\$154,000	\$97,299
2022	\$107,625	\$430,500	\$67,999	\$36,459	\$1,540,000	\$385,000	\$243,247	\$154,000	\$97,299
2023	\$113,006	\$452,025	\$71,398	\$37,139	\$1,617,000	\$404,250	\$255,409	\$161,700	\$102,164
2024	\$113,006	\$452,025	\$71,398	\$37,139	\$1,697,850	\$424,463	\$268,180	\$169,785	\$107,272
2025	\$113,006	\$452,025	\$71,398	\$37,139	\$1,782,743	\$445,686	\$281,589	\$178,274	\$112,635
2026	\$118,657	\$474,626	\$74,968	\$37,853	\$1,871,880	\$467,970	\$295,668	\$187,188	\$118,267
2027	\$118,657	\$474,626	\$74,968	\$37,853	\$1,965,474	\$491,368	\$310,451	\$196,547	\$124,181
2028	\$118,657	\$474,628	\$74,969	\$37,853	\$2,063,747	\$515,937	\$325,974	\$206,375	\$130,390
2029	\$124,590	\$498,359	\$78,717	\$38,602	\$2,166,935	\$541,734	\$342,273	\$216,693	\$136,909
2030	\$124,590	\$498,359	\$78,717	\$38,602	\$2,166,935	\$541,734	\$342,273	\$325,040	\$205,364
2031	\$124,590	\$498,359	\$78,717	\$38,602	\$2,166,935	\$541,734	\$342,273	\$433,387	\$273,818
<b>TOTAL:</b>			<b>\$879,248</b>	<b>\$450,156</b>			<b>\$3,493,828</b>		<b>\$1,602,895</b>

Notes:

- For every three years, a 5% increase in Market Value is estimated based on inflation.
- Construction Cost Estimated at \$1,400,000 for 20,879 Sq. Ft.
- Market Value of 5,641 Sq. Ft estimated at \$25.00/Sq. Ft. based on current Assessor's Fair Market Value (\$410,000/16,520 Sq.Ft.= \$25.00/Sq.Ft)
- Level of Assessment with Incentive in 2030 @ 15%
- Level of Assessment with Incentive in 2031 @ 20%

"EXHIBIT K"



STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

**A RESOLUTION AUTHORIZING AND CONSENTING TO A  
COOK COUNTY CLASS 6(B) PROPERTY TAX RATE DESIGNATION  
FOR THE PROPERTIES COMMONLY KNOWN AS  
114 SOUTH 8<sup>TH</sup> AVENUE, 810 ST. CHARLES ROAD  
AND 110 SOUTH 8<sup>TH</sup> AVENUE, MAYWOOD, ILLINOIS**

**(A.V.W. Equipment Co, Inc.)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of September, 2020.

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 September, 2020.

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

[SEAL]

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

**A RESOLUTION AUTHORIZING AND CONSENTING TO A  
COOK COUNTY CLASS 6(B) PROPERTY TAX RATE DESIGNATION  
FOR THE PROPERTIES COMMONLY KNOWN AS  
114 SOUTH 8<sup>TH</sup> AVENUE, 810 ST. CHARLES ROAD  
AND 110 SOUTH 8<sup>TH</sup> AVENUE, MAYWOOD, ILLINOIS**

**(A.V.W. Equipment Co, Inc.)**

**WHEREAS**, A.V.W. Equipment Co, Inc. (“A.V.W. Equipment”) is the sole owner of the real property located at 114 South 8th Avenue, 810 St. Charles Road and 110 South 8th Avenue, Maywood, Illinois (the “Subject Properties”). A.V.W. Equipment also owns other nearby real property within the Village of Maywood where it currently operates its business; and

**WHEREAS**, the Subject Properties consist of the real estate legally described on **Exhibit “A”** attached hereto and made a part hereof. The property index numbers (“PINs”) for the Subject Properties are: PIN 15-11-145-044-000 (114 South 8th Avenue); PIN 15-11-145-046-0000 (810 St. Charles Road); and PIN 15-11-145-047-0000 (110 South 8th Avenue); and

**WHEREAS**, A.V.W. Equipment has submitted to the Village a Cook County Class 6(B) Eligibility Application concerning a request for a Cook County Class 6(B) Property Tax Rate Designation for the Subject Properties (“Application”) (see a copy of the Application attached hereto as **Exhibit “B”** and made a part hereof), as well as certain supplemental materials requested by the Village. If approved, the Application will be filed with the Cook County Assessor’s Office; and

**WHEREAS**, if a Cook County Class 6(B) Property Tax Rate Designation is approved by the Village and by Cook County, the Subject Properties will be assessed at 10% of market value as opposed to 25% of market value for a ten (10) year period, plus 15% of market value in the 11th year and 20% of market value in the 12th year. The Cook County Class 6(B) Property Tax Rate Designation is renewable. A.V.W. Equipment is requesting a Cook County Class 6(B) Tax Designation for purposes of receiving the related real estate property tax reduction incentives in exchange for constructing a new commercial/industrial use building (approximately 20,879 square foot) on the Subject Properties to expand its manufacturing facilities and business operations and increase its workforce. A copy of the Class 6(B) Application / Affidavit of George N. Reveliotis (Attorney / Agent of A.V.W. Equipment) dated June 29, 2020 is attached hereto as **Exhibit “B”** and made a part hereof; and

**WHEREAS**, based on the Cook County Class 6(B) Application and the supplemental materials supplied by A.V.W. Equipment, the Subject Properties meet the eligibility requirements set forth in the Cook County Class 6(B) Eligibility Bulletin for a Cook County Class 6(B) Property Tax Rate Designation, and the President and Board of Trustees of the Village of Maywood (“Village Board”) make the following findings and determinations:

- A. The owner and operator of A.V.W. Equipment will expand its manufacturing facilities and business operations and increase its workforce at the Subject Properties, once the new commercial/industrial building is constructed.
- B. A.V.W. Equipment currently employs fifty-five (55) full-time employees and expects to hire ten (10) additional full-time employees after the building is constructed. A.V.W. Equipment does not employ any part-time employees. Between fifteen to twenty (15 to 20) construction jobs will be created by this project.
- C. The Subject Properties that are undergoing and/or affected by new construction and/or substantial rehabilitation.
- D. A.V.W. Equipment desires to grow and expand its business facilities and activities and needs the Cook County Class 6(B) Property Tax Rate Designation due to the high real estate property taxes paid on the Subject Properties in order to build a new commercial/industrial use building.
- E. The Cook County Class 6(B) Property Tax Rate Designation is needed in order for: (a) this new commercial/industrial use building to be built; (b) A.V.W. Equipment to operate at the Subject Properties; and (c) A.V.W. Equipment to expand its number of employees.
- F. The Village Board supports and recommends that Cook County grant approval of the Cook County Class 6(B) Property Tax Rate Designation for the Subject Properties.
- G. The other real properties that are owned by A.V.W. Equipment, where existing manufacturing facilities and business operations are currently located in Maywood, Illinois, are not included within this pending Cook County Class 6(B) Application and the corporate authorities of the Village do not approve a Cook County Class 6(B) Property Tax Rate Designation for such other real properties owned by A.V.W. Equipment that are not listed in the Application.

**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 of the Whereas paragraphs listed above are incorporated by reference and made a part of Section 1 of this Resolution.

**SECTION 2:** Based on the Application and the findings and determinations set forth above in this Resolution, the President and Board of Trustees of the Village of Maywood find and determine that the Subject Properties meet the eligibility requirements set forth in the Cook County Class 6(B) Eligibility Bulletin for a Cook County Class 6(B) Property Tax Rate Designation.

**SECTION 3:** The President and Board of Trustees authorize, support and consent to the Cook County Class 6(B) Property Tax Rate Designation only for the Subject Properties and only for the commercial, industrial and manufacturing uses proposed by A.V.W. Equipment at the Subject Properties, which are commonly known as 114 South 8th Avenue (PIN 15-11-145-044-000), 810 St. Charles Road (PIN 15-11-145-046-0000) and 110 South 8th Avenue (PIN 15-11-145-047-0000), and legally described in **Exhibit "A"** attached hereto and made a part hereof.

**SECTION 4:** The President and Board of Trustees find the redevelopment of the Subject Properties to be consistent with the overall plan for new construction and substantial rehabilitation of the area surrounding the Subject Properties.

**ADOPTED** this \_\_\_ day of September 4, 2020, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me, and attested by the Village Clerk, on this \_\_\_ day of September 4, 2020.

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

**ATTEST:**

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

**Exhibit "A"**

**Legal Description of  
the Subject Properties**

**LOTS 38, 39 AND 40, TOGETHER WITH THE EAST ½ OF THE VACATED ALLEY LYING WEST AND ADJOINING SAID LOTS 38, 39 AND 40, IN BLOCK 59 IN MAYWOOD, A SUBDIVISION IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Properties Commonly Known As:**

**114 South 8th Avenue, Maywood, Illinois  
PIN 15-11-145-044-0000**

**810 St. Charles Road, Maywood, Illinois  
PIN 15-11-145-046-0000**

**110 South 8th Avenue, Maywood, Illinois  
PIN 15-11-145-047-0000**

**Exhibit "B"**

**Cook County  
Class 6(B) Eligibility Application  
Filed by A.V.W. Equipment Co, Inc.**

(attached)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

**A RESOLUTION AUTHORIZING AND CONSENTING TO A  
COOK COUNTY CLASS 6(B) PROPERTY TAX RATE DESIGNATION  
FOR THE PROPERTIES COMMONLY KNOWN AS  
114 SOUTH 8<sup>TH</sup> AVENUE, 810 ST. CHARLES ROAD  
AND 110 SOUTH 8<sup>TH</sup> AVENUE, MAYWOOD, ILLINOIS**

**(A.V.W. Equipment Co, Inc.)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the \_\_\_ day of September, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of September, 2020.

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 September 4, 2020.

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

[SEAL]



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

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

www.ktjlaw.com

mtjurusik@ktjlaw.com  
DD 312-984-6432

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: August 26, 2020**  
**RE: Resolution Authorizing Acceptance of an IGA and Subrecipient Agreement for Coronavirus Relief Funds in the Amount of \$685,513.71**

I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND COOK COUNTY, ILLINOIS FOR CORONAVIRUS RELIEF FUNDS; and
2. An Intergovernmental and Subrecipient Agreement with the County of Cook related to Coronavirus Relief Funds pursuant to the CARES Act in the amount of \$685,513.71.

The Village of Maywood ("Village") received notification from the County of Cook that it is eligible to be reimbursed for the above amount for necessary expenditures incurred due to the Coronavirus Pandemic, which requires approval and execution of the enclosed Agreement.

If there are any questions, please contact me.

*Mike*

Enclosures

- cc. Viola Mims, Village Clerk (w/ encls.)
- Willie Norfleet, Jr., Village Manager (w/ encls.)
- David Myers, Community Development Director (w/ encls.)
- Lanya Satchell, Finance Director (w/ encls.)
- Mark Lucas, Village Engineer (w/ encls.)

RESOLUTION NO. R-2020- \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT  
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND COOK COUNTY, ILLINOIS  
FOR CORONAVIRUS RELIEF FUNDS**

**WHEREAS**, the Village of Maywood (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 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; and

**WHEREAS**, COVID-19 is a direct and serious threat to the public’s health, safety and welfare; and

**WHEREAS**, realizing the impact of the COVID-19 pandemic, the federal government appropriated funding for state and local governments in the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), signed into law by President Donald J. Trump on March 27, 2020; and

**WHEREAS**, the CARES Act established the Coronavirus Relief Fund (“CRF”), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

**WHEREAS**, Cook County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury; and

**WHEREAS**, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government, provided that such transfer qualifies as a “necessary expenditure” to the Public Health Emergency and meets the criteria of Section 601(d) of the Social Security Act as added by Section 5001 of the CARES Act; and

**WHEREAS**, Cook County has received CRF pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County; and

**WHEREAS**, Cook County has allocated Six Hundred Eighty-Five Thousand Five Hundred Thirteen and 71/100 Dollars (\$685,513.71) of federal CRF funds to the Village; and

**WHEREAS**, the Village and Cook County desire to enter into a document entitled “Intergovernmental and Subrecipient Agreement For Coronavirus Relief Funds Between County of Cook, Illinois and Village of Maywood” (the “Agreement”), which will govern the disbursement and use of the CRF funds. A copy of the Agreement is attached hereto as Exhibit “A” and made a part hereof; and

**WHEREAS**, on August 18, 2020, Village Manager Willie Norfleet, Jr. submitted a memorandum to the Village Mayor and Board of Trustees recommending that the Village Board approve and enter into the Agreement; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood and Cook County, Illinois have the authority to approve and enter into the attached Agreement, pursuant to its statutory authority as set forth in Article VII, Section 7 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Coronavirus Aid, Relief, and Economic Security Act and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/ *et seq.*).

**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 and Subrecipient Agreement For Coronavirus Relief Funds Between County of Cook, Illinois and 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 of the Village of Maywood 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 all parties and agencies that are entitled to receive such documents, including Cook County, Illinois and any other governmental agencies with jurisdiction over the Agreement, 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, approval and publication in the manner provided by law.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2020 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 \_\_\_\_\_, 2020.

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

**ATTEST:**

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

This Resolution was published by me in pamphlet form on the \_\_\_ day of \_\_\_\_\_, 2020.

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

**Exhibit "A"**

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT  
FOR CORONAVIRUS RELIEF FUNDS  
BETWEEN COUNTY OF COOK, ILLINOIS AND VILLAGE OF MAYWOOD**

(attached)

**INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT  
FOR  
CORONAVIRUS RELIEF FUNDS**



**Between**

**COUNTY OF COOK, ILLINOIS**

**And**

**Village of Maywood**

**(Cook County, Illinois Suburban Municipality, Township or Fire Protection District (Subrecipient))**

**Entered into this 18th day of August, 2020**

## **SUBAWARD INFORMATION**

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier):  
Village of Maywood
- Subrecipient's unique entity identifier (DUNS): 074381526
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: \$ 685,513.71
- Federal Award Program Description:  

Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.
- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov)
- Award is for Research & Development (R&D): NO

**THIS AGREEMENT** entered this 18th day of Aug., 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called "Cook County"), and Village of Maywood (herein called "Subrecipient"). Cook County and Subrecipient shall sometimes be referred to herein individually as the "Party" and collectively as the "Parties."

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

**WHEREAS**, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"); and

**WHEREAS**, the CARES Act established the Coronavirus Relief Fund ("CRF"), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

**WHEREAS**, Cook County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury; and

**WHEREAS**, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a "necessary expenditure" to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

**WHEREAS**, Cook County acknowledges that there are local municipalities within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities in addressing the impacts of the COVID-19 Public Health Emergency; and

**WHEREAS**, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

**WHEREAS**, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

**NOW, THEREFORE**, the Parties mutually agree as follows:

## **I. AGREEMENT TERM**

- A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the "Initial Term").
- B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.
- C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

**II. ACTIVITIES & ELIGIBLE EXPENSES**

**A. Activities**

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

**B. Eligible Expenses**

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for "Eligible Expenses" as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, "Eligible Expenses" shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

**III. NOTICES**

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested.

Ammar M. Rizki  
 Chief Financial Officer  
 Cook County Bureau of Finance  
 118 N. Clark Street, Suite 1127  
 Chicago, IL 60602  
[SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov)

Name of Subrecipient: Village of Maywood  
 Address: 40 Madison Street/Maywood, IL 60153  
 Email: wnorfleet@madison-il.org

**IV. TERMS & CONDITIONS**

The following requirements are applicable to all activities undertaken with CRF funds.

#### **A. Compliance with State and Local Requirements**

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

#### **B. Compliance with Federal Requirements**

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

#### **C. Hold Harmless**

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **D. Indemnification**

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees,

expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cook County under this Agreement.

**E. Misrepresentations & Noncompliance**

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

**F. Workers' Compensation**

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

**G. Insurance**

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

**H. Amendments**

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

**I. Suspension or Termination**

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

**J. Program Fraud & False or Fraudulent Statements or Related Acts**

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any

subcontractors pertaining to any matter resulting from a contract.

**K. Debarment / Suspension and Voluntary Exclusion**

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

L. **Governing Law and Venue.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

**V. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

**B. Duplication of Benefits; Subrogation**

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify Cook County of any disaster assistance received from any other source.

**C. Documentation & Recordkeeping**

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds

allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

#### **D. Record Retention**

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

#### **E. Internal Controls**

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

#### **F. Personally Identifiable Information**

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### **G. Monitoring & Compliance**

Cook County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

#### **H. Close-Outs**

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

## I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

## J. Payment & Reporting Procedures

### 1. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

- a. Requests for reimbursement or funding must be submitted via email to [SuburbanCovidFundingRequest@cookcountyil.gov](mailto:SuburbanCovidFundingRequest@cookcountyil.gov). Incomplete applications may result in a delay in a decision regarding of funding requests.
- b. Upon receipt of the Applications, the County will confirm receipt of application by email.
- c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.
- d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the

funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc... to substantiate eligible expenses. Subrecipient must indicate to the County by September 30, 2020 its intent (or not) to fully expend its allocated funds by December 30, 2020. In the case the subrecipient reports to Cook County that it anticipates spending less than its entire allocation, the County will reduce the subrecipient's total allocation by the anticipated unused amount. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

## **VI. Personnel & Participation Conditions**

### **1. Hatch Act**

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

### **2. Conflict of Interest**

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

## **VII. ATTACHMENTS**

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

## **VII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **VIII, WAIVER**

Cook County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **IX. CERTIFICATION**

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

- a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
- c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

## **X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

## **VI. SIGNATURE AUTHORITY**

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

[INSERT SUBRECIPIENT] VILLAGE OF MAYWOOD

Signed: \_\_\_\_\_  
Its Duly Authorized Agent

Printed Name: Edwenna Perkins  
Title: Mayor  
Date: August 18, 2020

COOK COUNTY, ILLINOIS

Signed: \_\_\_\_\_  
Its Duly Authorized Agent

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

Signed: \_\_\_\_\_  
Office of the Cook County State's Attorney

## **ATTACHMENT A – ELIGIBLE EXPENSES**

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

### **Eligible Coronavirus Relief Fund (CRF) Expenses**

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase.
  - COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

## **ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION**

In consideration of Subrecipient's receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook

County, Illinois, and Village of Maywood on Aug. 18, 2020. Any such funds received by the Subrecipient shall be referred to herein as "additional funds."

Additional funds received by the Subrecipient that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Subrecipient: Village of Maywood

Signed: \_\_\_\_\_

Its Duly Authorized Agent

Printed Name: Edwenna Perkins

Title: Mayor

Date: August 18, 2020

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

**CLERK'S CERTIFICATE**

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

**RESOLUTION NO. R-2020- \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT  
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND COOK COUNTY, ILLINOIS  
FOR CORONAVIRUS RELIEF FUNDS**

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 \_\_\_\_\_, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

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

[SEAL]

**KTJ**KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444DD 312 984 6419  
mamarrs@ktjlaw.com15010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael A. Marrs**  
**DATE: August 26, 2020**  
**RE: Resolution and Plat of Resubdivision for the 126 South 13th Avenue Property**

---

I have enclosed the following documents for your review, consideration and action at an upcoming Village Board Meeting:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PLAT OF RESUBDIVISION FOR THE 126 SOUTH 13TH AVENUE PROPERTY
2. Final Plat of Resubdivision for Property Located at 126 South 13th Avenue, Maywood, Illinois (to be provided by Village Staff).

The Plat was initiated by the Village staff of the Village of Maywood in order to subdivide the property for redevelopment in the near future. The Village Planner and Zoning Officer has performed a zoning review of the subdivision plan and recommends its approval.

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

*Mike*

## Enclosure

cc: Viola Mims, Village Clerk (w/ encl.)  
Willie Norfleet, Jr., Village Manager (w/ encl.)  
David Myers, Director of Community Development (w/ encl.)  
Angela Smith, Business Development Coordinator (w/ encl.)  
Bill Peterhansen, Village Engineer (w/ encl.)  
Mark Lucas, Village Engineer (w/ encl.)  
Michael T. Jurusik, Village Attorney (w/ encl.)

RESOLUTION NO. R-2020 \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A PLAT OF RESUBDIVISION FOR THE 126 SOUTH 13TH AVENUE PROPERTY**

**WHEREAS**, the Village of Maywood is the owner of property located on the west side of 13th Avenue, south of St. Charles Road, commonly known as 126 South 13th Avenue, Maywood, Illinois (the "Subject Property"), with a current legal description of:

**LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF MAYWOOD BUSINESS CENTER UNIT 2, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;**

COMMONLY KNOWN AS: 126 SOUTH 13TH AVENUE, MAYWOOD, ILLINOIS;

PIN No.: \_\_\_\_\_; and

**WHEREAS**, the Village Planner and Zoning Officer, Edgar Lara, submitted a memo to Village Manager Willie Norfleet, dated August 18, 2020, which recommended approval of the subdivision of the Subject Property, stating that, if the Subject Property were to be evenly subdivided, both new parcels would be large enough for a single family home or a two family home while maintaining conformity to the current R-3 zoning district, and the new parcels would also meet all minimum requirements regarding minimum lot width and minimum lot depth; and

**WHEREAS**, the Village of Maywood, in anticipation of the redevelopment of the Subject Property in the future, finds it advisable to subdivide the Subject Property; and

**WHEREAS**, in accordance with the authority set forth in Section 151.03 (Subdivision Plats) of the Maywood Village Code and 65 ILCS 5/11-15-1 (Approval of Maps and Plats; Prerequisite to Recording), the President and Board of Trustees of the Village of Maywood, having reviewed the Plat of Resubdivision for the Subject Property attached hereto as **Exhibit "A"** and made a part hereof, and having found it to be in conformity with the ordinances of the Village, find that approval of the Plat 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 of Maywood approve the Plat of Resubdivision for the Subject Property, as prepared by \_\_\_\_\_. A copy of the Plat is attached hereto as **Exhibit "A"** and made a part hereof.

**SECTION 3:** The President and Board of Trustees authorize and direct the Village President, Village Clerk and Village Treasurer, and any other necessary Village official, or their designees, to sign the attached Plat.

**SECTION 4:** A certified copy of this Resolution and the original of the attached Plat of Resubdivision for the Subject Property shall be recorded with the Office of the Cook County Recorder of Deeds by the Village, at the property owner's cost, after all of the required signatures are placed on the Plat.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2020 and attested to by the Village Clerk this same day.

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

**ATTEST:**

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

**Exhibit "A"**

**PLAT OF RESUBDIVISION**

**126 SOUTH 13TH AVENUE**

(attached)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

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

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

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A PLAT OF RESUBDIVISION FOR THE 126 SOUTH 13TH AVENUE PROPERTY**

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 \_\_\_\_\_, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the \_\_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

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

[SEAL]

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael T. Jurusik**  
**DATE: August 26, 2020**  
**RE: Request for Proposals for Municipal Towing Services**

---

I have enclosed the final draft of a Request for Proposals (RFP) for placement on the Village of Maywood's municipal towing list. Working with Chief Talley and Deputy Chief Willis, I have prepared this RFP, which will provide the Village with an updated list of towing contractors that will be available to assist the Police Department and the Village with the towing and removal of damaged and disabled vehicles within the Village.

The RFP process requires the Board to approve the attached document, which will then be distributed by the Police Department to various towing contractors in the area. The successful contractors will be selected by the Police Department based on their qualifications, interest in participating in the work and ability to meet the terms of the RFP. The Police Department will provide the Village Manager with the information for the selected towing contractors. After the Village Manager's review, final standard tow contracts will be presented to the Village Board for approval as executed by each of the selected towing contractors.

The RFP document includes the standard provisions for agreements of this type, and a fee schedule for towing services, which is listed on page twenty-five (25) of the document. This document has been approved by the Police Department, and reflects the language of similar RFPs in the surrounding communities.

**Recommendation**

We recommend that the Board authorize the Police Department to distribute the enclosed RFP and report to the Village Manager its selected candidates for placement on the Village's towing list.

If there are any questions, please contact me.

*Mike*

## Enclosures

cc: Mayor Edwenna Perkins and Board of Trustees (w/ encls.; via email)  
Viola Mims, Village Clerk (w/ encls.; via email)  
Willie Norfleet, Jr., Village Manager (w/ encls.; via email)  
David Myers, Director of Community Development (w/ encls.; via email)  
Valdimir Talley, Chief of Police (w/ encls.; via email)  
Elijah Willis, Deputy Chief of Police (w/ encls.; via email)  
Michael A. Marrs, KTJ (w/ encls.; via email)  
Carmen P. Forte, KTJ (w/ encls.; via email)

# MAYWOOD



*Request for Proposals to be Placed on  
The Village of Maywood List of  
Eligible Towing Companies  
and  
Agreement for Vehicle Towing Services  
For the  
Village of Maywood*

**Village of Maywood  
Police Department  
125 S. 5<sup>th</sup> Avenue  
Maywood, Illinois 60153**

**Issued:**  
September 11, 2020

**Proposals Due:**  
October 9, 2020 – 4:00 PM Central Time

**Contact:**  
Deputy Chief Elijah Willis  
Phone 708-450-4026

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....2

INSTRUCTIONS FOR APPLICANTS.....4

    Preparation of Proposals.....4

    Clarifications .....4

    Delivery of Proposals .....4

    Opening of Proposals .....4

    Withdrawal of Proposal.....4

    Rejection of Proposals.....4

    Acceptance of Proposals .....4

    Communications with Village.....5

AGREEMENT FOR VEHICLE TOWING SERVICES.....6

SECTION I.    GENERAL.....6

SECTION II.    SCOPE OF SERVICES.....6

SECTION III.    CALLS FOR SERVICE .....6

SECTION IV.    CONTRACTOR RESPONSIBILITY FOR PROPERTY.....7

SECTION V.    HOURS OF SERVICE.....7

SECTION VI.    WRECKER AND TOWING EQUIPMENT.....8

SECTION VII.    REMOVAL AND CLEAN UP OF DEBRIS .....8

SECTION VIII.    POLICE VEHICLE TOWS/STORAGE .....8

SECTION IX.    REQUIREMENTS .....9

    A. Fingerprinting.....9

    B. Proper DL Classification.....10

    C. Traffic Incident Management Training .....10

    D. ICC Authority.....10

SECTION X	OTHER CONTRACT PROVISIONS .....	10
A.	No Other Charges Billed .....	10
B.	Employees Not Exempt From State, County or Municipal Laws .....	10
C.	Arrival Time .....	10
D.	Valid Vehicle Registrations.....	10
E.	Secure Storage Lot .....	11
F.	Inside Storage .....	11
G.	References .....	11
H.	Employee Information.....	11
I.	Fee Structure & Acceptable Methods of Payment .....	11
J.	Tow Log .....	12
K.	Notifying the Owner/Insurance Agent .....	12
L.	Reporting Acts of Theft/Vandalism .....	12
M.	Notification of Operational Changes.....	13
N.	Heavy Wrecker Towing Vehicles .....	13
O.	Incident Report Numbers .....	13
P.	Junking Requests.....	13
Q.	Registering with Municipality.....	13
SECTION XI.	CONTRACTORS LIABILITY INSURANCE .....	13
SECTION XII.	LENGTH OF AGREEMENT .....	14
SECTION XIII.	ETHICAL CONSIDERATIONS.....	14
SECTION XIV.	SIGNATURE.....	15
Attachment A	BUSINESS INFORMATION .....	16
Attachment B	FEES FOR SERVICES RENDERED .....	24

The Village of Maywood will receive sealed proposals for the Services generally described as follows: Placement on the Village of Maywood List of Eligible Towing Companies for official police-directed towing services.

### **SUBMISSION DATE**

**TO BE SUBMITTED TO** the Village of Maywood Police Department, 125 S. 5th Avenue, Maywood, Illinois 60153, Attention Deputy Chief Elijah Willis, BEFORE 4:00 PM on October 9, 2020.

### **INSTRUCTIONS FOR APPLICANTS**

#### **Introduction and General Requirements**

The Village of Maywood (the “Village”) seeks proposals from qualified contractors to provide on-call emergency and routine vehicle towing services within Maywood, Cook County, Illinois and the surrounding areas in which Village police services are rendered. The Village expects to establish a single competitively bid pricing schedule for the on-call emergency and routine towing services and to create a short list of qualified, responsive contractors, from those who submit proposals, to be available on-call to perform such services (the “Towing List”) at the pricing schedule established by the Village based on competitive bidding under this RFP process. The Village will select highly qualified contractors who can provide a quick response, quality end product, and a high level of customer service performance in all work efforts. The contractors will be expected to work with the Village’s staff in a professional manner. The services are to be provided on an as-needed and request basis.

The Village, in its discretion, may rank or organize the selected contractors on the Towing List alphabetically or by specialty or in order of compensation rate and qualifications. The Village reserves the right, however, to take into account responsiveness and past performance in determining which contractor will be contacted first and given the opportunity to perform work as needed on a particular task. The Village, in its discretion, may proceed down the Towing List to determine which contractor is available to perform the work as necessary to meet the needs of the Village.

By seeking proposals from contractors and placing selected contractors on the Towing List, the Village does not imply that it will utilize any particular contractor’s services any guaranteed number of times over the course of the year.

The Village reserves the right to remove any contractor from the Towing List if the contractor fails to perform satisfactorily any assigned work or fails to comply with applicable federal, State, county, local and Village regulations, and any other applicable guidelines and specifications to the work performed. Failure will include: not performing work in a work-like manner within the demands and time constraints established by the Village for the service.

#### **Preparation of Proposals**

All proposals for the Services shall be made only on the blank Contract/Proposal form attached to this Request for Proposals. All items required as part of Applicant Information, Applicant Background, and Applicant Facilities shall be completed. An authorized official must sign all proposals. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate applications, unless called for, or that contain irregularities of any kind may be rejected.

#### **Clarifications**

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All applicants or prospective applicants will be informed of said clarifications, corrections, or changes.

### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and applicant's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified below. Applicants, their authorized agents, and interested parties are invited to be present.

### Withdrawal of Proposal

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these instructions to Applicants may be rejected. If not rejected, Village may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Applicants.

### Acceptance of Proposals

The Village seeks to have two (2) to five (5) eligible companies on its Towing List at any one time. Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the applicants. Award and placement on the List will be made on the basis of the combination of quality and compliance with the objectives of the Maywood Police Department.

The Village reserves the right to accept the proposals that are, in its judgment, the best and most favorable to the interests of Village and to the public; to reject proposals; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Applicants should not rely upon, or anticipate, such waivers in submitting their proposal. The Village also reserves the right to accept the proposal of an Applicant whose principal place of business and/or storage lot is located within Village limits over another Applicant's proposal, where quality, reliability, capability, customer service, responsiveness, expertise and other aspects of that applicant's proposal are at least equivalent to the proposal of the Applicant that is not located within the Village.

Upon acceptance of the successful Applicant's proposal by Village, the successful Applicant's proposal, together with Village's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Services.

### Selection Criteria

All submittals received by the specified deadline will be reviewed by the Village for content, completeness, proposals and experience. After those contractors deemed the most qualified are selected, further evaluation and interviews of the selected contractors may be conducted as part of the final selection process. However, the Village reserves the right to complete the selection process without proceeding to an interview phase, and may choose to select contractors based upon information supplied in the proposal. The proposals will be ranked by the Village's Chief of Police, or his designee, according to the following selection criteria:

1. Responsiveness to the RFP, breadth and depth of response.
2. Reputation of the company, its subcontractors and key personnel.
3. Satisfaction of prior and current clients (references).
4. Proven experience related to project responsibilities.
5. Fee Proposal.

The Village may elect to interview one or more contractors to assist in the ranking process. Selected contractors will be required to comply with the "Fees for Services Rendered", attached below as **Attachment B**, when performing any covered work for the Village pursuant to this RFP

RFP Schedule

The Village anticipates the following schedule, which is subject to change:

Issuance of RFP:	September 11, 2020
Deadline for Questions:	September 25, 2020, 4:00 P.M. CST
Answers to Questions:	October 2, 2020, 4:00 P.M. CST
Proposal Submissions Deadline to the Village:	October 9, 2020, 4:00 P.M. CST
Opening of Submitted Proposals:	October 12, 2020, 10:00 A.M. CST
Evaluations Completed by Village Chief of Police or Designee:	October 30, 2020
Finalist Presentations / Interviews (if required):	November 4, 2020
Village Board Approves Towing List and Pricing Schedule:	November 17, 2020
Commencement of Services:	December 1, 2020

Communications with Village

All communications about this Request for Proposals must be in writing and addressed to:

Deputy Chief Elijah Willis, Village of Maywood  
Maywood Police Department  
125 S. 5th Avenue Maywood, IL 60153

DATED this 11th day of September, 2020.

**VILLAGE OF MAYWOOD**

By: Willie Norfleet, Jr.  
Village Manager

**AGREEMENT FOR VEHICLE TOWING SERVICES  
FOR THE VILLAGE OF MAYWOOD**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Village of Maywood, an Illinois Municipal Corporation in Cook County, Illinois (hereinafter "Village") and \_\_\_\_\_ (herein after "Contractor").

**I. GENERAL**

These specifications shall comprise the agreement for official towing services within the corporate limits of the Village of Maywood. Official towing services shall refer to any of the circumstances listed in Section II below.

**II. SCOPE OF SERVICES**

Contractor shall be placed on the Village of Maywood's Towing List for the purpose of furnishing services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Maywood Police Department in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles in roadways, rights-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a Village emergency or special event.
- I. Other tows or towing-related services as may be requested by the Maywood Police Department.
- J. Street sweeps at traffic collision scenes.

This Agreement is not exclusive. **By executing this agreement, the Contractor is indicating that it will be able to provide vehicle towing services on a continuous 24-hour a day basis each day of the year.** If Contractor is not available to provide such services at any given time, the Village reserves the right to contact another contractor that is currently on the Village-approved towing list to perform the required services, and if none is available, another reputable contractor that can provide these services.

Village-directed towing is performed solely as a public service and the Village of Maywood assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, transportation or storage of any vehicle towed under this Agreement.

**III. CALLS FOR SERVICE**

Services per this agreement are to be rendered only upon request of the Maywood Police Department or an authorized Village of Maywood employee in the absence of such an officer. Contractor, upon notification by the Maywood Police Department immediately shall send the requested number and type of tow truck(s) to the designated location. At the direction of the police officer or community service officer at the scene, or an authorized Village of Maywood employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to the Village of Maywood Police Department, when the vehicle is to be held for investigative purposes.

Contractor's towing vehicle operators shall obey all lawful orders of police officers and community service officers (CSOs), or an authorized Village of Maywood employee in the absence of such an

officer, and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous vehicles or nuisances must be removed from public or private property.

Police officers and CSOs when summoning Contractor for the removal of an abandoned vehicle on private property (when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Police officers and CSOs for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.).

Contractor shall consider calls from the Maywood Police Department as having **first priority** over requests for towing services from other parties. Contractor shall furnish the Maywood Police Department a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this agreement becomes effective; and shall notify the Maywood Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractor shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

**IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY**

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and indemnifies and holds harmless the Village of Maywood and its Mayor and Trustees, elected and appointed officials, employees, representatives, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns against all claims for damages to vehicles and equipment entrusted to its care and control, and for damages to any and all personal and real property related to the executing of Contractor's towing activities.

**V. HOURS OF SERVICE**

Contractor at a minimum shall maintain office hours available to citizens to make inquires and obtain vehicles in accordance with the following schedule:

<b>Monday — Friday</b>	<b>8:00 a.m. to 6:00 p.m.</b>
<b>Saturday</b>	<b>9:00 a.m. to 1:00 p.m.</b>
<b>Sunday</b>	<b>9:00 a.m. to 1:00 p.m.</b>

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call-out. If the call-out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement at no cost to the Village, **and** when emergency situations require the release of a vehicle (release fee shall apply during non-business hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this contract/proposal for the retrieval of towed vehicles during non-business hours on all seven days of the week; provided, however, that neither the Police Department nor the Village shall be charged a release fee for any retrieval of or access to a towed vehicle. All business hours shall apply to the storage facility, which shall be the central contact point for both police personnel and citizens. The time at which the customer first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

## **VI. WRECKER AND TOWING EQUIPMENT**

Contractor shall have in operation at all times at a minimum one (1) light wrecker with a 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with a 8,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, Chapter 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks must be personally inspected for identification and equipment by an officer from the Maywood Police Department before use. Additionally, such wrecker shall be equipped with either radio or telephone equipment, which allows immediate access by police dispatch personnel to a wrecker driver while he or she is in route to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the Village within 3 days of the execution of this contract and be updated from time to time. Contractor understands that the Village rotates its use of towing contractors, and acknowledges that failure of the Village to be able to contact Contractor within a reasonable period of time or get a reasonable response time, shall allow Village to request a different towing contractor.

## **VII. REMOVAL AND CLEAN UP OF DEBRIS**

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, Chapter 625 ILCS 5.11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

## **VIII. POLICE VEHICLE TOWS/STORAGE**

Contractor will provide towing/winching services for any Village of Maywood owned vehicle at no charge to the Village within the geographical limits of Maywood and the greater Chicagoland area and suburbs. Further, there will be no Contractor charges for Maywood Police Department authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor **shall not charge** the Village of Maywood for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Maywood Police Department for evidentiary purposes or pursuant to a police investigation and must be taken to a location other than the storage site for investigation by the police before towing to the storage site, the vehicle owner if appropriate shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Deputy Police Chief-Administration to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Chief of Police or designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Chief of Police or designee. Vehicles impounded by the Maywood Police Department shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Department shall arrange for any vehicle remaining on a "hold" status to be moved to a different location

provided Contractor has notified the Deputy Police Chief of Administration that the end of a thirty (30) day period is approaching.

**Any vehicle which is on "hold" status as indicated on the Police Department's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status.** The Police Department will notify the vehicle owner and the Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Maywood Police Department. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released in writing by the Chief of Police or designee.

Property which is not a component part of a vehicle such as a briefcase, stereo faceplate, etc. carried on or within a vehicle ordered towed or stored by the Maywood Police Department shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Police Department.

In case of an error by the Maywood Police Department in towing a vehicle or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Maywood Police Department.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified by these statutes. Contractor shall provide the Maywood Police Department (Deputy Chief) with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Deputy Chief a written listing of vehicles which are on active "hold" status by the Maywood Police Department. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

## IX. REQUIREMENTS

### A. Fingerprinting

Each owner of the Contractor and each person operating a vehicle on behalf of the Contractor shall submit his or her fingerprints to the Department of State Police in the form and manner prescribed by the Department of State Police. These fingerprints should be transmitted through a live scan fingerprint vendor licensed by the Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national

criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the law enforcement agency maintaining the tow rotation list. A person may not own a towing service or operate a vehicle on behalf of the Contractor included on a tow rotation list if that person has been convicted during the 4 years preceding the application of a criminal offense involving one or more of the following:

1. A felony offense under Chapter 4 of the Illinois Vehicle Code (625 ILCS 5/4-100 et seq.);
2. Bodily injury or attempt to inflict bodily injury to another person;
3. Theft of property or attempted theft of property; or
4. Sexual Assault or Attempted Sexual Assault of any kind;

**B. Proper DL Classification**

Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the Village.

**C. Traffic Incident Management Training**

Every person operating a towing or recovery vehicle on behalf of the Contractor must have completed a Traffic Incident Management Training Program approved by the Department of Transportation.

**D. ICC Authority**

The Contractor must hold a valid authority issued to it by the Illinois Commerce Commission.

**X. OTHER CONTRACT PROVISIONS**

**A. No Other Charges Billed**

Exempt for the charges noted by Contractor in its proposal and agreed to by the Village, **NO** other charges shall be billed to any party to whom Contractor provides its services.

**B. Employees Not Exempt From State, County or Municipal Laws**

The existence of an Agreement between the Village of Maywood and Contractor does not exempt any Contractor's employee from any state, county or municipal law or ordinances.

**C. Arrival Time**

Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within fifteen (15) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within twenty (20) minutes after notification to Contractor has been made. Contractor shall provide his personnel with all necessary communications equipment to maintain the required response time.

**D. Valid Vehicle Registrations**

Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid Illinois license plate as established by Chapter 625 ILCS 5/5-202 of the Illinois Vehicle Code and comply with the weight requirements of this Code.

E. Secure Storage Lot

Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. The storage lot shall be located within the Village of Maywood, or not more than three (3) miles from any corporate boundary of the Village of Maywood. A storage lot within the corporate limits of the Village of Maywood is preferred. It is desired (but not mandated) that security lighting sufficient to illuminate the storage lot be in operation during all hours of darkness. Security lighting may be required for future years of the contract 24 hours/day or with a motion sensor after dusk. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located. A photo(s) of the storage lot should be included in the proposal.

F. Inside Storage

Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access for the Village of Maywood tows.

G. References

Contractor shall have present experience as a towing agency with this or any other police department. Contractor shall immediately provide the Maywood Police Department with the names of any police agencies they are providing towing services for and the names of a contact person at those agencies. Contractor shall specify the time period(s) they have provided services for these police agencies.

H. Employee Information

Contractor shall provide the Maywood Police Department with the following information for each currently-employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (Including middle initial);
2. Home Address;
3. Sex;
4. Date of Birth; and
5. Driver's license number, state and classification.

No tow truck operator shall be allowed to perform Maywood Police Department directed services until he/she has been approved by the Department. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

I. Fee Structure & Acceptable Methods of Payment

Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment, which at the time of the tow or service, shall be provided to the owner or driver of the vehicle. This written notice must be in both English and Spanish. Acceptable methods of payment are defined **as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager.** A sign disclosing the fee structure for services requested by the Maywood Police Department and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of Contractor, shall be provided by Contractor to the Deputy Police Chief within three (3) days after the Agreement is signed by both the Village and Contractor. Contractor will ensure its drivers

have the availability of completing a credit card transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

J. Tow Log

Contractor shall maintain a separate tow log or other acceptable record keeping system for the Maywood Police Department that shall include the following information:

1. Time, date, location of tow (from & to), hold information if applicable, name and badge number of officer authorizing the tow and police report or incident number.
2. Make, model, vehicle registration and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release form completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Chief of Police or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Deputy Police Chief of the Village of Maywood as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All police-related records shall be open at any time for inspection by the Chief of Police or designee. Within the first ten (10) days of every month, Contractor shall provide to the Deputy Police Chief of the Village copies of every invoice PAID by any party from previous month as a result of providing services at the request of the Maywood Police Department.

K. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, for removal of a vehicle which has been towed to the storage lot of Contractor because of a police-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If after thirty 30 days Contractor has been unable to notify the owner and/or insurance agent, Contractor, if the storage lot is located within the Village of Maywood, it will notify the Maywood Police Department to begin proceedings to process the vehicle as an unclaimed/abandoned auto. The Police Department will review the documentation and ensure proper protocol was followed.

L. Reporting Acts of Theft/Vandalism

Contractor shall immediately report to the Maywood Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Maywood Police Department. If the offense occurs within the Village, the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the Village, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owner's information. Additionally, the Maywood Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

- M. Notification of Operational Changes  
Contractor shall **immediately** notify the Maywood Police Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Maywood Police Department may result in suspension of the use of the Contractors' services until inspections ensuring compliance with these specifications are conducted.
- N. Heavy Wrecker Towing Vehicles  
Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another Police Department or governmental entity to provide towing related services, **all** towing equipment belonging to the Contractor bears the name, telephone number and town of the primary Contractor and not the other Police Department or governmental entity. This may be done by the use of magnetic signs, which shall be displayed while services to the Maywood Police Department are being provided. Failure of the Contractor to display such signs may result in the Maywood Police Department prohibiting the continued use of the other agency's services.
- O. Incident Report Numbers  
Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick up Contractor's copies of tow slips at the Department.
- P. Junking Requests  
Contractor, before forwarding to the Department a request for the junking or auctioning of a vehicle, shall ensure that the Department tow slip is attached or the correct report number is included in the packet.
- Q. Registering with Municipality  
Contractor shall annually register as a business with the Village of Maywood, as required under Chapter 110 of the Maywood Village Code.

#### **XI. CONTRACTORS LIABILITY INSURANCE**

Contractor shall maintain for the duration of this agreement, statutory Workmen's Compensation and/or Employer's Liability Insurance with limits as specified in Section 99.13 of the Maywood Village Code and which meets the requirements established by Chapter 625 ILCS 5/12-606 of the Illinois Vehicle Code. Such policies shall protect Contractor from claims for bodily injury including death to his employees and all others; and from claims of property damage, and/or all of which may arise out of or result from Contractor's operations under this Agreement. A copy of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the Village before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Contractor shall maintain all additional insurance policies as required by Section 99.13 of the Maywood Village Code.

The comprehensive general liability, public liability and umbrella or excess liability coverage shall name the Village as an additional named insured. All insurance noted above shall be primary and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted above shall not be canceled, reduced, or materially changed without providing the Village 30 days advance notice, via certified mail.

Contractor shall have the affirmative duty of providing continued proof(s) of insurance to the Village if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance, upon Village's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided.

**XII. LENGTH OF AGREEMENT**

The term of this Agreement shall be from \_\_\_\_\_, 2020 through \_\_\_\_\_, \_\_\_\_\_, unless otherwise modified in writing by the parties. The Village reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of the Agreement without a sixty (60) day advance notification. The Village's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the Village as a trust; Contractor shall be required to give high quality service and treatment to the public and to the Village. The Agreement shall be for a 1-year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

**XIII. ETHICAL CONSIDERATIONS**

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the Village and the ability to adhere to the Agreement with the Village. Any company performing Village-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the Village, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug-free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past four (4) years shall be allowed to perform any towing services for the Village of Maywood.

Contractor swears and affirms that it, and its employees and agents are not restricted or prevented in any way to contract with the Village under state and federal law. Contractor further swears and affirms that it has not applied for placement on the Village of Maywood's towing list for more than one (1) towing service or more than one (1) towing service business address, and that its owner or owners, partners or stockholders who are also owners, partners or shareholders of a separate approved towing service have applied for placement on the towing list, or are currently on said list with the Village of Maywood.

**XIV. SIGNATURE**

In witness thereof, the said parties have executed and signed this Agreement.

VILLAGE OF MAYWOOD, an  
Illinois Municipal Corporation

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

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR

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

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_

**BUSINESS INFORMATION**

**I. OWNER INFORMATION**

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

\_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

---

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_

\_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

---

Owner Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Business Name: \_\_\_\_\_  
\_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

This business is a: \_\_\_\_\_ Individual Proprietorship  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ (State) Partnership  
\_\_\_\_\_ (State) Corporation  
\_\_\_\_\_ (State) Limited Liability Company

If applicable, give names addresses and dates of birth of all partners, officers or directors, to include corporate title held as well as percentage of shares held by each.

<b>Full Name</b>	<b>Sex</b>	<b>Address</b>	<b>Date of Birth</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has the applicant, business, employee, or member of the business ever had a wrecker or towing business license or contract revoked, suspended or canceled? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, explain in full detail on a separate sheet of paper.

**II. STORAGE FACILITY(IES)**

**Outside Storage**

Location: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

Total Number of Storage Spaces: \_\_\_\_\_ Size & type of Fencing: \_\_\_\_\_

**Inside Storage**

Location: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Total Square Feet: \_\_\_\_\_

Total Number of Storage Spaces: \_\_\_\_\_ Size & type of Fencing: \_\_\_\_\_

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Type of Security:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location for Customer Retrieval of Vehicle (Include hours of operation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of 2-Way Communication in Each Tow Truck:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location for Storage of Personal Property Left in Vehicles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Membership in Applicable Professional Trade Association(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. TOW TRUCK**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

---

**TOW TRUCK (continued)**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

---

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

---

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Number: \_\_\_\_\_ GVW: \_\_\_\_\_

Date of Last State Certificate of Safety: \_\_\_\_\_ Winch Capacity: \_\_\_\_\_

Number of Cylinders: \_\_\_\_\_ Number of Axles: \_\_\_\_\_

---

**USE ADDITIONAL SHEET IF NECESSARY**

**IV. TOW TRUCK DRIVERS**

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

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

---

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

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

---

**TOW TRUCK DRIVERS (continued)**

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

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

---

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

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

---

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

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

---

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

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

---

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

Home Address: \_\_\_\_\_

Sex: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

License State and Classification: \_\_\_\_\_

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**USE ADDITIONAL SHEET IF NECESSARY**

**FEES FOR SERVICES RENDERED****Towing and Storage Services**

## A. All Types of Vehicle Tows — Charges to Vehicle Owner

Tow, auto, light truck (8,000 lbs. max)	\$170.00 per tow, plus a Village Service Fee of \$25.00
Tow, tractor-trailer, heavy truck (over 8,000 lbs.)	\$850.00 per tow, plus a Village Service Fee of \$25.00
Trailer tow	\$500.00 per tow, plus a Village Service Fee of \$25.00
Motor bikes, ATV, Snowmobile tow	\$300.00 per tow, plus a Village Service Fee of \$25.00
Boat tow	\$300.00 per tow, plus a Village Service Fee of \$25.00
Flatbed tow (auto, light truck – 8,000 lbs. max)	\$210.00 per tow, plus a Village Service Fee of \$25.00
Winching with tow (amount additional to towing costs)	\$75.00 per winch
Winch only	\$75.00 per winch
Float or dolly use (add tires to tow)	\$100 per float
Labor (additional man & truck assist)	\$50.00 per truck
Stand-by time	\$50.00 after first ½ hour
Storage charge for passenger vehicle (outside)***	\$40.00 per day
Storage charge for passenger vehicle (inside)***	\$100.00 per day
Storage charge for truck over 8,000 lbs.***	\$70 per day
Storage of trailers	\$70 per day
Cost per mile for towing vehicles <b><u>outside</u></b> the Village	\$3.00 per mile

A tow shall consist of, but not be limited to, any or all labor involved in hooking up, hoisting, and towing away any damaged or normally parked vehicle. This shall include gaining entry to vehicle, straightening the front wheel, releasing the brake, disconnecting the transmission, removing axles and any other labor as necessary to facilitate the tow. At the scene of vehicle accidents the tow driver shall remove all broken glass, metal and other debris from the street. This shall be an integral part of any tow and no additional labor charge shall be assessed for this cleanup, or for sand placed over spills. A complete clean-up is mandatory.

**It is specifically understood that in addition, a \$2.00 Village of Maywood Service Fee shall be added for each tow originating within the Village.** Such Fee shall be paid to the Village by the Contractor on a monthly basis on or before the tenth day of the month following the month in which the vehicle was released. Such fees shall be remitted to the Village of Maywood, Finance Department, 40 Madison Street, Maywood, Illinois 60153. In the event that a towed vehicle is released by the Contractor without the Service Fee having been collected, the Contractor shall remain liable to the Village of Maywood for the payment of such fee.

\*\*\* Storage fees are per day or portion thereof after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges shall be charged to the Village of Maywood for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges shall be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, Contractor agrees such costs shall be absorbed by Contractor and shall not be charged to the Village of Maywood.



## **HOPE FOR THE DAY'S 2020 National Suicide Prevention + Action Month Proclamation**

**WHEREAS;** September is known globally as “Suicide Prevention Month”, the **National Suicide Prevention + Action Month Proclamation** was created to raise the visibility of the mental health resources and suicide prevention services available in our community. The goal is to speak openly about the importance of mental health and the impacts of suicide to help remove the surrounding stigmas, and to direct those in need to the appropriate support services; and

**WHEREAS;** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and according to the American Foundation for Suicide Prevention (AFSP), Suicide is the 10<sup>th</sup> leading cause of death among adults, and the 2<sup>nd</sup> leading cause of death among individuals between the ages of 10 and 34 in the US; and

**WHEREAS;** more than 47,000 people died by suicide across the United States in 2017, which, according to the CDC, was more than twice the number of homicides, with an average of 129 suicides completed daily, which includes active military and veterans accounting for 13.5% of all suicides nationally; and

**WHEREAS;** each and every suicide directly impacts a minimum of 100 individuals, including family, friends, co-workers, neighbors, and community members; and

**WHEREAS;** The Village of Maywood, IL is no different than any other community across the country, but chooses to publicly place our full support behind local educators, mental health professionals, athletic coaches, law enforcement officers, and parents, as partners in supporting our community in simply being available to one another; and

**WHEREAS;** global organizations like Hope For The Day (HFTD) are on the front lines of a war that many still refuse to discuss, as suicide and mental health remain too uncomfortable to talk about; and

**WHEREAS,** every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all fighting our own battles; and

**WHEREAS,** I encourage all residents to take the time to check in with their family, friends, and neighbors on a regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

**NOW, THEREFORE,** be it resolved that I, President Edwenna Perkins and Board of Trustees do hereby proclaim the month of September 2020, as National Suicide Prevention + Action Month in the Village of Maywood

## **September 2020 - National Suicide Prevention + Action Month**

September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm.

In 2017, Ward 3 Alderman, Joel Frieders, began a movement to start a nationwide conversation about suicide prevention. With the support of Mayor Gary Golinski and the Yorkville City Council, along with a personal goal to understand, educate, intervene, and reduce the occurrence of suicide by facilitating open discussions, Alderman Frieders decided to put his plan into motion and reach as many lives as possible.

From humble beginnings, the National Suicide Prevention Awareness Month Proclamation (NSPAMP) Project was created.

The NSPAMP was first read in Yorkville, Illinois on August 24th, 2017, by Mayor Golinski. This proclamation established the month of September as National Suicide Prevention Awareness Month in the United City of Yorkville. The goal of the proclamation was to promote awareness of the suicide prevention resources available within the community, and to encourage others to simply be available to those around them by learning how to discuss suicide without increasing the risk of harm. By removing the stigma that surrounds those conversations, opportunities are created to reduce and prevent these traumatic occurrences. Soon after the proclamation was adopted in Yorkville, 24 other cities in Illinois signed on, including 2 counties, 2 cities outside of Illinois, and the State of Illinois adopted it as a House Resolution.

In 2018, the proclamation reached an amazing 234 cities and 20 counties, in 40 different states all adopting the NSPAMP by reading the proclamation publicly and discussing suicide from an official capacity. The potential impact for the 2018 NSPAMP Project totaled 28,137,912 United States citizens!

In 2019, the NSPAMP proclamation was adopted by 84 cities, 6 counties, in 21 states, plus the State of Illinois! The potential impact for the 2019 NSPAMP project totaled 18,360,049 United States citizens!

The proclamation is one way that the United City of Yorkville and others can show support for local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another.

"With your participation, now and into the future, every year that we take the time to address suicide, we help build a strong foundation of thoughtful municipal government and a thoughtful community, reminding our constituents that we're all human and we're all in this together. Keep talking."

-Joel Frieders, Alderman, Ward 3, United City of Yorkville

# MAYWOOD

Village of Eternal Light

## Madison/Roosevelt TIF Draft Business Improvement Program

### VILLAGE OF MAYWOOD MAYWOOD MATCHING GRANT FAÇADE PROGRAM GUIDELINES & APPLICATION

#### **Purpose:**

To generate investment in the commercial structures Village wide and promote the revitalization throughout commercial corridors.

#### **Approval:**

In addition to meeting the eligibility criteria, approval will be based on the design and merit of the project upon review by the Design Committee whose membership includes: the Village Manager, Community Development Director, Village Engineer and a member of the Economic Development Commission and Maywood Community Development Corporation.

Grants may be awarded for up to 50% of an approved project up to \$50,000. If more applications are received than current funding levels allow, the committee reserves the right to prioritize applications based on extent of the work, level of private funding and the relative impact of the proposed improvements to the area. In 2020 grants totaling \$100,000 are available.

#### **Eligibility Criteria and General Conditions of Participation:**

##### *Getting started – Eligibility criteria*

Financial assistance is available for:

- façade renovation, including masonry, carpentry, windows, and doors.
- awnings; and/or,
- signage and exterior lighting.
- Roofing
- Parking Lot repairs
- Architectural Designs
- Electrical, Plumbing and HVAC

The program is available for both commercial property owners and commercial tenants Village-wide.

Tenants must have a lease with a minimum 3-year lease remaining and written permission from the property owner concerning the proposed improvements. (A letter of intent may be considered to meet the standard during the application process.)

The building owner and tenant must be in good standing with the Village of Maywood, including, but not limited to taxes, licenses, assessments and loans and/or grants, code requirements.

Home-based and not-for-profit businesses are not eligible.

The application and statement of agreement must be submitted and approved before the project is begun. The grant not retroactive; any costs, other than related architectural services, incurred prior to approval are ineligible. Architectural/design fees previously incurred may be retroactive and can be submitted as part of the overall cost of improvements and will be included in the normal reimbursement calculations.

# MAYWOOD

Village of Eternal Light

The applicant contribution will at least match any grant dollars awarded.

## *Getting approved*

The applicant must submit a complete application with all necessary attachments.

All projects are subject to design review. Minimum design standards for site and building improvements are provided in this document. These guidelines are not intended to substitute for architectural drawings in needed. Emphasis would be on those façade designs which bring out and enhance the original character of a building. Improvements should complement the original architecture and be in keeping with the neighborhood buildings. Normal maintenance, as a major component of the scope of work, may not be eligible.

**The Village of Maywood may provide architectural schematic drawings/ services/renderings to the applicant.**

The improvements must follow the relevant building codes of the Village of Maywood.

Any changes in the approved scope of work must be submitted in writing for approval prior to implementation.

## *Getting to work*

To ensure competitive pricing among contractors/tradespeople, at least two bids for each aspect of the project may be required. Sworn contractor's statements identifying all elements and costs of the proposed improvements shall be required.

Contractor selection, all necessary permits and inspections will be the responsibility of the applicant. Copies of permits are required documentation.

Contractors/Trades people must be licensed and bonded in the Village of Maywood.

Once the applicant provides the bids, a letter of commitment addressing the approved grant amount and any special circumstances will be issued.

Work must be completed within 6 months of approval or the grant will be forfeited.

If the applicant serves as the contractor on the project, the contractor's profit will not be considered as an eligible expenditure for the portion of the work the applicant performs as a contractor. Estimates from two other contractors will be required for the cost evaluation of the project.

## *Lastly*

The Maywood Community Development Corporation, Village of Maywood, or their agent, reserves the right to request information as deemed necessary for program administration purposes. Failure to comply with any of the criteria or requests from the committee may forfeit the grant.

# MAYWOOD

Village of Eternal Light

VILLAGE OF MAYWOOD - MAYWOOD COMMUNITY DEVELOPMENT CORPORATION  
MATCHING GRANT FAÇADE PROGRAM  
APPLICATION

### APPLICANT INFORMATION

Applicant Name Phone (w) Phone (h)

Mailing address (Street/City/State/Zip)

Email address Phone (c)

### BUILDING INFORMATION

Building own Name Address Telephone Email

Applicant is Owner /Tenant Street Address(es) of building for which grant is sought

Total number of storefronts Number of stories Building frontage (in feet)

#### ATTACHMENTS:

Photo Design/drawing Bids/Estimates Lease Proof of Ownership Owners' Permission

Tenant(s) Lease Expiration Date(s)

Tenant(s) Lease Expiration Date(s)

### STATEMENT OF AGREEMENT

The applicant (undersigned) agrees to comply with the guidelines and procedures of the **Maywood Matching Grant Façade Program**. The applicant understands that s/he must submit copies of the contract for work, design drawings, invoices/waivers of lien, copy of permits upon completion of the approved improvements.

Signature of Applicant

266

Date

# MAYWOOD

Village of Eternal Light

## PROJECT INFORMATION

Proposed use of funds (Check all that apply and briefly describe work)

Type of Work	Est. Cost
Brick Cleaning and tuck-pointing _____	\$ _____
Storefront rehab/replacement _____	\$ _____
Window/door repair/replacement _____	\$ _____
Painting of exterior surface _____	\$ _____
Exterior lighting _____	\$ _____
Signage _____	\$ _____
Total Cost of Project _____	\$ _____
Total Grant Request _____	\$ _____

Note: Applicant must provide copy of proof of ownership, all proposed materials and design drawings for estimated scope of work and, upon completion, a copy of the contractors' waivers of lien for evidence of payment.

**ATTACH:**

- \_\_\_\_\_ Building design
- \_\_\_\_\_ Bids and/or estimates
- \_\_\_\_\_ Color samples
- \_\_\_\_\_ Catalog cuts of lighting fixtures
- \_\_\_\_\_ Sign design
- \_\_\_\_\_ Logo for business signage

ACDC/FacadeGuidelines.doc

**Office Use Only:**

Date Received: \_\_\_\_\_

Committee Meeting Date: \_\_\_\_\_

Funds Deposit into Account #: \_\_\_\_\_

Grant Awarded: \_\_\_\_\_

267

Applicant Notified: \_\_\_\_\_



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

[mamarrs@ktjlaw.com](mailto:mamarrs@ktjlaw.com)  
DD 312.984.6419

[www.ktjlaw.com](http://www.ktjlaw.com)

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#1

**MEMORANDUM**

**TO: Mayor Edwenna Perkins and Board of Trustees, Village of Maywood**  
**FROM: Michael A. Marrs**  
**DATE: August 6, 2014**  
**RE: Ordinance and Policy – Honorary Street Sign Designations**

I have enclosed the following documents for discussion at an upcoming Legal, License and Ordinance Committee Meeting:

- An Ordinance Amending Section 31.35 (Traffic Safety Commission) of Chapter 31 (Departments, Boards And Commissions) of the Maywood Village Code Relative to Honorary Street Designations and Signs and Amending the Village's Policy Regarding Same; and
- A Village of Maywood Honorary Designation of a Public Facility or Right-of-Way Application and attached Policy re same.

At the LLOC meeting held on July 9, 2014, the LLOC gave direction for a Code amendment and revisions to the Honorary Street Designation Policy so that final approvals are made by the Village Board of Trustees as opposed to the Traffic and Safety Commission. The attached Ordinance makes the necessary change in the Code section regarding the Traffic and Safety Commission to reflect the LLOC's direction. The Village's policy on Honorary Designations has also been amended to reflect that it is the Board, not the Traffic and Safety Commission, which shall make final decisions on designations going forward. Other clarifying changes regarding calculating the 51% of abutting owners' signature requirement are also made in the Policy.

If you have any questions, feel free to contact me.

enclosures

cc: Viola Mims, Village Clerk (w/ encls.)  
David Myers, Acting Village Manager (w/ encls.)  
Michael T. Jurusik (w/ encls.)

**§ 31.35 TRAFFIC SAFETY COMMISSION.**

(A) There is created a Traffic Safety Commission to serve without compensation consisting of the Chief of Police, who shall be Director thereof, and 8 additional members, who shall be residents of the Village. Such members shall be appointed by the President and Board of Trustees voting jointly and shall serve respectively for the following terms: 3 for 1 year, 3 for 2 years and 2 for 3 years. The successor for each member shall be appointed to serve for a term of 3 years.

(B) The Commission shall be known as the "Maywood Traffic Safety Commission" and it shall be the duty of the Commission to promote traffic safety within the Village by means of the use of the 3 "E's," that is, enforcement, education and engineering. It shall also be the duty of the Commission to supervise the preparation and publication of traffic reports, to make recommendations as to the coordination of traffic activities and to recommend ways and means for improving traffic conditions and the administration and enforcement of traffic regulations. The Commission shall have the duty and authority to consider applications and make recommendations regarding honorary street designations and related signs. The recommendation of the Commission on such designations and related signs shall be forwarded to the Village Board of Trustees, who may, upon receipt of the recommendation from the Commission, approve or deny the original proposal or any alternate proposal so long as any proposal is consistent with the Village's policy regarding honorary street designations and signs adopted by the corporate authorities of the Village on May 16, 2006, as amended.

(1997 Code, § 3.22) (Ord. 58-3, passed 2-27-1958; Am. Ord. CO-06-18, passed 6-14-2006; Am. Ord. CO-2014-27, passed 8-19-2014)



**VILLAGE OF MAYWOOD  
Honorary Designation of a Public Facility  
or Right-of-Way Application**

*(Must be typed or printed legibly in black ink)*  
**PLEASE READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM**

To: Village Clerk

Applicant Name (Contact Person): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Numbers: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

Honoree Information:

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

Address: \_\_\_\_\_

Proposed Facility or Right-of-way for Designation: The designation shall be confined to a facility or right-of-way within the vicinity of home, business or location associated with the person or event.

From: \_\_\_\_\_ To: \_\_\_\_\_

Summary statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect (Not longer than two years). Attach a detailed resume or reasons for designation.

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Explain why none of the preferred methods listed below can be used for the proposed honorary designation. Attach documentation supporting the determination.

A. Donations to programs and projects: \_\_\_\_\_

B. Proclamation: \_\_\_\_\_

Endorsement: (The Village Manager, a member of the Board of Trustees, or the Plan Commission must endorse the designation.)

A member of the Board of Trustees: \_\_\_\_\_

The Village Manager: \_\_\_\_\_

The Village Plan Commission\*: \_\_\_\_\_

Neighborhood/Public Support Comments: \_\_\_\_\_

*\*Submit Minutes or other documentation of official action.*

**Attachments:**

\_\_\_\_\_ Map specifying location.

\_\_\_\_\_ A petition supporting the designation signed by 51 percent of the abutting property owners on the portion of street proposed for designation. For purposes of calculating percentage, each individual residential and commercial property shall count as a single property, and signatures should be those of the owner, as opposed to any lessees.

\_\_\_\_\_ Attach detailed resume or reasons for designation.

\_\_\_\_\_ Copy of minutes or resolution from the Priority Board and neighborhood association.

\_\_\_\_\_ A ~~non-refundable application~~ fee of \$750.00 is required with the filing of an application, to cover among other things, the Village's costs in processing and considering the application, approval, sign creation, maintenance, and the erection of the sign. If the application is not approved, the application fee shall be refunded to the applicant with the exception of \$50, which shall be retained by the Village as a processing fee.

**VILLAGE OF MAYWOOD  
POLICY AND PROCEDURE – HONORARY DESIGNATION OF  
A PUBLIC FACILITY OR RIGHT-OF-WAY**

**FILING PROCEDURE**

1. The application for nomination shall be filed with the Village Clerk and shall include:
  - A. An endorsement by a member of the Village Board, the Village Manager, or the Plan Commission.
  - B. A statement citing the reasons for the designation detailing the significant contributions or significance of the designation and the length of time the designation shall be in effect, which shall be no longer than two years.
  - C. A statement explaining the attempts to use one of the other methods of honoring a person or event and the reasons why these other methods are inappropriate.
  - D. A petition supporting the designation signed by 51 percent of the abutting property owners on the portion of street proposed for designation. For purposes of calculating percentage, each individual residential and commercial property shall count as a single property, and signatures should be those of the owner, as opposed to any lessees.
  - E. ~~A non-refundable application~~ fee of \$750.00 is required with the filing of an application, to cover, among other things, the Village's costs in processing and considering the application, approval, sign creation, maintenance, and the erection of the sign. If the application is not approved, the fee shall be refunded to the applicant with the exception of \$50, which shall be retained by the Village as a processing fee.
  - F. ~~A non-refundable~~ A \$750 fee will be required with the filing of an application for an extension of an existing sign, to cover, among other things, the Village's costs in processing and considering the extension application, approval, and continued maintenance of the sign. If the extension is not approved, the fee shall be refunded to the applicant with the exception of \$50, which shall be retained by the Village as a processing fee. Maximum extension period is two years.

**HONORARY DESIGNATION CRITERIA**

2. Honorary designations shall meet the following criteria:

- A. The designation shall be confined to the right-of-way within the vicinity of home, business or location associated with the person or event.
- B. There shall be only: (A) one designation per Facility; (B) two designations per right-of-way.
- C. Designations including public facilities not within the Village of Maywood's governing jurisdiction must receive express written consent from the governing body.
- D. An important community event, organization or well-known person is:
  - ✓ A person or entity who has made a sustained contribution, over a long period of time, above and beyond the call of duty and demonstrated leadership relating to governance, human relations and development, or neighborhood development.
  - ✓ A person who has made specific and sustained contributions to an organization located in or in proximity to the facility.
  - ✓ A person, or entity who has demonstrated vigilance in changing the nature and characteristics of the specific neighborhood or Village.
  - ✓ An event which is recognized statewide or nationwide.
- E. The important community event, organization or well-known person shall be directly related to the public facility or the public right-of-way, i.e. lived, worked, went to school, etc. at the location specified. Only one honorary designation shall be permitted for each person or community event. Preference shall be given to intersections and other limited locations. Locations shall be limited to a right-of-way no more than three blocks, such as the block where the person lived and two adjacent street segments associated with the recognition.

## **HONORARY DESIGNATION APPROVAL PROCEDURE**

- 3. The completed Application, upon receipt by the Village Clerk, shall be processed and considered as follows:
  - A. Upon receipt of a completed Application, the Village Clerk shall forward the Application nomination to the Department of Community Development.
  - B. The Community Development Department shall distribute the applications to the Village Engineer, Code Department, and any other affected departments and boards.
  - C. The Traffic and Safety Commission will ~~hold a public hearing on the proposal~~ consider the proposal made in the Application at a public meeting and make a recommendation to the Village Board of Trustees. ~~The Commission Upon~~

receipt of the recommendation from the Traffic and Safety Commission, the Village Board may approve or deny the original proposal or any alternate proposal so long as any proposal is consistent with this Policy.

- D. Approval of a proposal by the ~~Traffic and Safety Commission~~Board of Trustees shall be memorialized by the adoption of ~~an informal resolution~~ an ordinance approving the designation and amending Table II of the Maywood Village Code.
- E. Upon confirmation by the Village Attorney that approval has been provided pursuant to these procedures, the Department of Public Works will prepare and install the appropriate signage.

## **OTHER POLICY GUIDELINES AND PROCEDURES**

- 4. Signage for an honorary designation should not compete with the official designation of the public facility or public right-of-way. It should be distinctive in color and scaled so as not to overshadow the official designation. Honorary street name signs shall be brown and white and not larger than the original street sign.
- 5. Existing honorary signs shall be grandfathered and no application or fee for the initial placement of such signs shall be required. The Department of Public Works may, however, remove such signs at the direction of the Village Manager if they have been in place for more than two years and the party that initiated the original placement of the signs does not wish to request an extension pursuant to this Policy.
- 6. Extension requests for up to two additional years for both grandfathered honorary signs and for signs erected pursuant to this Policy may be considered upon submission of a completed application and a \$750 ~~non-refundable application~~ fee.
- 7. Upon the expiration of the honorary designation, the Department of Public Works shall remove the signage and make the signs available to the applicant.

