SPECIAL VILLAGE BOARD MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF MAYWOOD
TUESDAY, APRIL 20, 2021
AT 7:00 PM
125 SOUTH 5TH AVENUE
MAYWOOD, ILLINOIS 60153

Physical attendance at this public meeting is limited to 50 individuals or 50% room capacity, whichever is less, with priority given to Village officials, Village staff and consultants, subject to social distancing guidelines. The public is encouraged to stay at home and watch, listen to and participate in the public meeting via electronic means.
Public comments and responses will be read into the public meeting record. Please submit public comments via email in advance of the public meeting to cthompkins@maywood-il.org or 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 and Click "Video On Demand". The public may listen to and participate in the meeting by joining through zoom (https://zoom.us) . The Zoom Meeting ID and Access Code will be available on the Village website in advance of the meeting start time. The Closed Meeting will be conducted via telephone conference call.

AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE TO THE FLAG**
5. **APPROVAL OF MINUTES FOR SPECIAL BOARD MEETING OF THE BOARD OF TRUSTEES, TUESDAY, MARCH 16, 2021.** **5**
6. **OATHS, REPORTS, PROCLAMATIONS, ANNOUNCEMENTS AND APPOINTMENTS**
7. **FINANCE MANAGEMENT REPORT(S):**
   - A. Approval of Village of Maywood Warrant List No. 200511 through April 14, 2021 in the amount of $1,438,633.11. 10
   - B. Discussion pursuant to the Village of Maywood Open Invoices Report as of April 14, 2021 in the amount of $515.13. 29
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 to appoint Tywanna Rand as chairperson of the Beautification Commission to fill the vacant appointment. 32
9. **PUBLIC COMMENT:**
10. **VILLAGE MANAGER'S REPORT:**
    - A. DISCUSSION AND CONSIDERATION CONCERNING NOT PASSING THE PROPOSED 1.10% WATER RATE INCREASE FROM THE CITY OF CHICAGO EFFECTIVE JUNE 1, 2021 TO THE VILLAGE OF MAYWOOD WATER USERS 37
    - B. Discussion and consideration regarding Public Works Department requesting approval to purchase a New Used Hot Box. Bonnell Industries has provided a quote for a refurbished used STEPP Hot Patch Trailer to replace the previous unit in the amount of $8,000. 39
    - C. Discussion and consideration regarding Public Works Department requesting approval of a New John Deere Z950M ZTraks. Shorewood Home and Auto, a John Deere dealer has provided a quote utilizing state bid pricing for two (2) new Z950M machines to replace the 41

department's Kubota ZG327 and Bobcat XRZ 62 mowers. The cost amount is $18,187.82 and $14,000.

D. Discussion and consideration regarding the Village of Maywood Facade Improvement Program for local business located at 100 West Madison St., Maywood, IL 60153. The building will consist of 1800 sq. ft. of Commercial on the ground floor with 1800 sq. ft. of residential apartments above. This will be a reduction from the Madison TIF Fund of $25,000.00. (Presenter: Angela Smith, Coordinator of Business Development) 50

11. **VILLAGE ATTORNEY REPORT:**

A. Memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. regarding Village Board Turnover and Oaths of Office Based on April 6, 2021 Municipal Elections. 59

12. **OMNIBUS AGENDA ITEMS:**

A. AN ORDINANCE AMENDING THE VILLAGE OF MAYWOOD ZONING MAP TO REZONE CERTAIN REAL PROPERTY LOCATED AT 109 AND 115 SOUTH 9TH AVENUE, MAYWOOD, CURRENTLY DESIGNATED AS R-3 TWO FAMILY RESIDENTIAL ZONING DISTRICT TO BIP BUSINESS INDUSTRIAL PARK/FLEX ZONING DISTRICT AND GRANTING A FURTHER PARKING VARIATION FOR A BUILDING EXPANSION ON REAL PROPERTY LOCATED AT 105 SOUTH 9TH AVENUE (a/k/a 810 ST. CHARLES ROAD), ILLINOIS (Petitioner / Property Owner: AVW Equipment Company, Inc.), with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 60

B. AN ORDINANCE AUTHORIZING AND APPROVING CERTAIN EXPENDITURES FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR THE 2021 FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT AND AWARD OF CONTRACT TO LOW BIDDER SWALLOW CONSTRUCTION CORPORATION (Low Bid Contract Price: $1,911,966.00), with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 69

C. AN ORDINANCE AUTHORIING CERTAIN EXPENDITURES FROM THE GENERAL FUND AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE TELEVISING AND CLEANING OF CERTAIN SEWERS AND AWARD OF CONTRACT TO LOW BIDDER NATIONAL POWER RODDING CORPORATION (Project: Televising and Cleaning of Certain Combined Sewers for the 2021 Capital Improvements Project), with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 88

D. A RESOLUTION APPROVING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1 SOUTH 21ST AVENUE PURSUANT TO THE MAYWOOD TAX REACTIVATION PROGRAM (Purchaser: Juan Tinajero), with the draft Redevelopment Agreement attached as an exhibit, with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 104

E. A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A SUBRECIPIENT AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR (Project: Warren Street Roadway Improvements - Warren Street from the West Village Limits to 19th Avenue), with the draft Redevelopment Agreement attached as an exhibit, with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 120

F. A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF 171

MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY TO PERFORM PHASE II PRELIMINARY AND DESIGN ENGINEERING SERVICES AND PHASE III CONSTRUCTION ENGINEERING SERVICES FOR CERTAIN 2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS AND FOR APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS, GENERAL FUNDS AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR SUCH ENGINEERING SERVICES, with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd.

G. Statement for Legal Services for February 2021 Pertaining to General Matters, in the amount of $2,869.00, with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 226

H. Statement for Legal Services for February 2021 Pertaining to Employment and Labor Matters, Economic Redevelopment Matters and Miscellaneous Matters, and Litigation Matters, in the total amount of $27,387.68, with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 232

I. Approval of payment to Alliant (Mesirow Insurance Service for Premium Finance Agreement for General Liability Premium down payment for the Village of Maywood in the amount of $170,000.00 375

J. Approval of payment to Blue Cross Blue Shield for Health Insurance Premiums for the months of February 2021 - April 2021 in the amount of $858,051.87. 377

K. Approval of payment to Cargill Salt Road Safety for salt purchased for the Village of Maywood Public Works Department in the amount of $102,179.65. 381

L. Approval of payment to Christmas Decor Systems for three (3) Year Holiday Decoration Lease 2020, 2021 and 2022 in the amount of $17,550.00. 401

M. Approval of payment to Cook County Land Bank Authority for acquisition fee for conveyance to the Village of Maywood property located at 30 West Madison, Maywood, IL in the amount of $7,500.00. 403

N. Approval of payment to Fleet Services for Retail Fuel Purchases for the Village of Maywood in the amount of $53,791.56. 415

O. Approval of payment to Hancock Engineering for engineering services rendered for the Village of Maywood Public Works Department pursuant to the Roosevelt Road Water Service Transfer Improvement Project in the amount of $83,802.99. 419

P. Approval of payment to Mid-American Water, Inc. for the purchase of hydrants/repair clamps for the Village of Maywood Public Works Department in the amount of $10,526.78. 426

Q. Approval of payment to Municipal Employee V.E.B.A. Trust for health and dental insurance for the month of March and April 2021 in the amount of $209,395.26. 428

R. Approval of payment to Union Pacific Railroad Company for the Water Main Construction for Village of Maywood in the amount of $166,608.34. 431

S. Approval of payment to Village of Melrose Park for water services provided January 20, 2021 to February 19, 2021 to the Village of Maywood in the amount of $62,323.10. 457

T. Approval of payment to Wigits Truck Center for the repair/parts/labor/service to Unit 2116 for the Village of Maywood Public Works Department in the amount of $6,730.69. 460

U. Approval of payment to Accu-tron Computer Service for computer consulting services for the month of April 2021 in the amount of $6,300.00. 463

13. **NEW BUSINESS:**

A. Consideration and action on: ORDINANCE AMENDING SECTION 70.22 (LICENSE FEES) OF THE MAYWOOD VILLAGE CODE RELATIVE TO VEHICLE STICKER COSTS, with a cover memo dated April 14, 2021 from Klein, Thorpe and Jenkins, Ltd. 465

14. **OLD BUSINESS:**

A. Discussion and consideration regarding First and Lake Development. (Trustee N. Booker) 470

15. **BOARD OF TRUSTEES COMMENTS:**
16. **FOR DISCUSSION ONLY:**
17. **CLOSED MEETING SESSION:**
    A. Pending Litigation per 5 ILCS 120/2(c)(11)
    B. The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self-insurance pool of which the public body is a member (5 ILCS 120/2(c)(12)).
18. **ADJOURNMENT**

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

The above Public Meeting restrictions are authorized by the Open Meetings Act, the CDC directive (social distancing guidelines) and Illinois Governor Disaster proclamation dated April 2, 2021 (Restore Illinois Plan), and Executive Order 2021-06 extending the Governor's prior Executive Orders relating to the COVID-19 pandemic and his implementation of the "Restore Illinois" Plan (COVID-19 E.O. No. 76), as amended.

VILLAGE OF MAYWOOD
BOARD OF TRUSTEES
SPECIAL BOARD MEETING MINUTES
TUESDAY, MARCH 16, 2021

Call to Order

The Special Board Meeting of Tuesday, March 16, 2021 was called to order by Mayor Edwenna Perkins at 7:05 p.m. in the Council Chambers at 125 South 5th 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 (via zoom), A. Sanchez (via zoom), K. Wellington (via zoom) and N. Booker (via zoom). Absent: Trustee M. Lightford. There being a Quorum present, the meeting was convened.

Staff Attendance:

Willie Norfleet Jr., Village Manager
Lanya Satchell, Finance Director
John West, Public Works Director
Craig Bronaugh Jr., Fire Chief
Valdimir Talley Jr., Police Chief
Elijah Willis, Deputy Police Chief
William Peterhansen, Village Engineer
Michael Jurusik, Village Attorney (via zoom)

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 Special Village Board Meeting & Public Hearing Minutes of the Board of Trustees on Tuesday, March 2, 2021.

Motioned by Trustee Brandon and Seconded by Trustee Booker to approve.
Discussion: None
Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker
Nays: None
Abstain: None
Absent: Trustee M. Lightford
Motion Carried

Oaths, Reports, Proclamations, Announcements and Appointments - Mr. Norfleet performed the following:

1. A plaque of recognition from the Village of Maywood presented to Senator Kimberly Lightford via zoom.
2. An announcement regarding COVID Testing offered by Mayor Perkins and the Village of Maywood with the Monroe Foundation at 200 S. 5th Avenue, Maywood, IL on Saturday, April 3, 2021 from 1:00 p.m. to 3 p.m.
3. An announcement from the Department of Commerce regarding a Thank You Letter to Mayor Perkins and the Village of Maywood regarding the 2020 Census Community Partnership and Engagement Program.

Finance Management Report(s):

A. Approval of Village of Maywood Warrant List No. 200510 through March 11, 2021 in the amount of $968,216.50.

Motioned by Trustee Booker and Seconded by Trustee Brandon to approve.
Discussion: Trustee Booker sought clarity on Check Nos. 104442, 104444 and 104461, Trustee Wellington sought clarity on Check No. 104393. Trustee Sanchez sought clarity on Check No. 104388. Ms. Satchell responded.
Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker
Nays: None
Abstain: None
Absent: Trustee M. Lightford
Motion Carried

B. Village of Maywood FY 2021-2022 Operating Budget Presentation - Recap.

Ms. Satchell made the budget presentation. Discussion ensued.

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

Public Comments: Comments from the Public – Ms. Evelyn and Pastor Anderson. Mr. Norfleet and Trustee Booker responded.

Village Manager's Report:

A. Discussion and consideration regarding Edwin Hancock Engineering Company Agreement for engineering services for the 2020 PY Cook County Project pursuant to the Warren Street CDBG Roadway Improvements from west Village limits to 19th Avenue.

Engineer Peterhansen gave an overview of the project.
No Action Required

B. Consideration for Police Chief Talley to make presentation concerning MPD Proposal #05 pursuant to informing the Village Board of new legislation found in Illinois House Bill 3653 (the "Safe-T Act") recently signed into law last month as well as informing them about similar Federal Legislation found in HR 7120 (the "George Floyd Justice in Policing Act of 2020 116th).

Chief Talley made a presentation on the new legislation.
No Action Required

C. Film concerning Village of Maywood COVID-19 vaccinations by Village Manager. No attachments.

Mr. Norfleet narrated PowerPoint presentations.

Village Attorney Report - None

Omnibus Agenda Items:

Motioned by Trustee Booker and Seconded by Trustee Sanchez to approve the Omnibus Agenda Items A – I:
A. Ordinance Approving the Fiscal Year 2021/2022 Village of Maywood Budget (May 1, 2021 through April 30, 2022).

B. Resolution Approving the Agreement between the Village of Maywood and the Edwin Hancock Engineering Company for Furnishing of Professional Engineering Services for the Warren Street Improvements Project (West Village Limits To 19th Avenue), and for the Appropriation and Expenditure of FY 2020 CDBG Funds and General Funds to pay for the project, to pay for the Preliminary and Design Engineering Services and Construction Engineering Services Related to the project. **C**. Statement for Legal Services for January 2021 Pertaining to General Matters, in the amount of $2,660. **D**. Statement for Legal Services for January 2021 Pertaining to Employment and Labor Matters, Litigation Matters, and Economic Redevelopment Matters and Miscellaneous Matters, in the total amount of $19,816.51. **E**. Approval of payment to Accu-tron Computer Service for computer consulting services for the month of March 2021 in the amount of $6,300. **F**. Approval of payment to Harris Computer Systems for 12/15/20 prorated maintenance for the Village of Maywood in the amount of $12,482.24. **G**. Approval of payment to Illinois Department of Employment Security (IDES) in the amount of $6,554. **H**. Approval of payment to Illinois Environmental Protection Agency (IEPA) for the Water Revolving Fund-Drinking Water Project in the amount of $27,106.99. **I**. Approval of payment to J. Nardulli Concrete for construction on the referenced 2020 Green Infrastructure Alley Improvements Project in the amount of $84,892.33.
Discussion: None
Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker
Nays: None
Abstain: None
Absent: Trustee M. Lightford
Motion Carried

New Business:

A. Discussion and consideration concerning 2021 Village Pride, Village Wide activities. Sponsor: Trustee N. Booker, Co-sponsors: Trustees M. Lightford and A. Sanchez.

   Trustee Booker made a presentation.

   Motioned by Trustee Booker and Seconded by Trustee Sanchez to approve $4,000 out of the Beautification Fiscal Budget for 20-21 to fund the Village contribution to Village Pride-Village Wide.
   Discussion: Clerk Mims mentioned meeting procedures regarding the lack of a complete committee. Trustee Jones mentioned the event does not appear to be a Village event, but a request by Trustee Booker for Village sponsorship and recommended to eliminate the Literati App from the request. An amended motion follows:

   Motioned by Trustee Booker and Seconded by Trustee Sanchez to amend the motion not to exceed $4,000 with receipts to showcase what that $4,000 is being spent on which would be the supplies as well as advertising.
   Discussion: Mayor Perkins requested information from the meeting, preferably before moving forward, regarding who organized the meeting and the decision on who would chair the meeting. Mayor Perkins stated she will also contact the attending committee members. Discussion ensued.
   Ayes: Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker
   Nays: Mayor Perkins
   Abstain: None
   Absent: Trustee M. Lightford
   Motion Carried

B. Discussion and consideration regarding CERCL and Village of Maywood Vaccination Collaborative. Sponsor: Trustee N. Booker, Co-sponsors: Trustees M. Lightford and A. Sanchez.

Trustee Booker made the presentation.

Motioned by Trustee Booker and Seconded by Trustee Brandon to approve.
Discussion: None
Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker
Nays: None
Abstain: None
Absent: Trustee M. Lightford
Motion Carried

C. Consideration and Action On: Resolution Authorizing a Waiver of the Competitive Bid Process and Approving and Authorizing the Execution of an Agreement with Unique Plumbing Co. to perform Construction Services for the Emergency Water Interconnection Replacement Project at 10th Avenue and Roosevelt Road, and for the Appropriation and Expenditure of Roosevelt Road TIF District Funds and Water System and Garbage Enterprise Funds to pay for the Project, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.

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 and N. Booker
Nays: None
Abstain: None
Absent: Trustee M. Lightford
Motion Carried

D. Consideration and Action On: Resolution Approving the Agreement between the Village of Maywood and the Edwin Hancock Engineering Company for Furnishing of Professional Engineering Services for the Madison Street Water Main Improvements (Opportunity Zone - 21st Avenue to 17th Avenue) Funded in Part by a Grant from the Department of Commerce and Economic Opportunity (Deco) and for the Appropriation and Expenditure of Madison Street / 5th Avenue TIF District Funds, to pay for the Village's Grant Matching Contribution of the Preliminary and Design Engineering Services and Construction Engineering Services Related to the Project, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.

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 and N. Booker
Nays: None
Abstain: None
Absent: Trustee M. Lightford
Motion Carried

E. Consideration and Action On: Ordinance Amending Title IX (General Regulations), Chapter 99 (Towing of Vehicles) of the Maywood Village Code to add a New Section 99.26 (Aggravated Fleeing and Eluding A Peace Officer; Impoundment) regarding the Impoundment of Vehicles Used to commit the Offense of Aggravated Fleeing and Eluding A Peace Officer, with a cover memo dated March 10, 2021 from Klein, Thorpe and Jenkins, Ltd.

Motioned by Trustee Brandon and Seconded by Trustee Booker to approve.
Discussion: None
Ayes: Mayor Perkins, Trustees I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker
Nays: None
Abstain: None
Absent: Trustee M. Lightford
Motion Carried

Old Business

A. Consideration for status update on MyCivic (Trustees N. Booker, A. Sanchez and M. Lightford). No attachments

Mr. Norfleet reported upon receipt of the application, a "kick-off" meeting will be arranged to discuss specifics within a two week period.

Board of Trustee Comments/Information:

- Motioned by Trustee Brandon to direct staff to investigate funds in the current fiscal year budget to purchase the cameras and let the Board know to move on it. Motion died due to lack of a second.

For Information Only - None

Closed Meeting Session – None

Adjournment - Motioned by Trustee Brandon and Seconded by Trustee Sanchez to adjourn the Special Board Meeting at 10:32 p.m. with a roll call by the Board.

_____ _____

Edwenna Perkins, Mayor Viola Mims, Village Clerk

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

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104521	PLOTE CONSTRUCTION INC. D.B.A.	ASPHALT PURCHASE	PUBLIC WORKS	153.12
104521	PLOTE CONSTRUCTION INC. D.B.A.	ASPHALT PURCHASE	PUBLIC WORKS	1,417.02
104521	PLOTE CONSTRUCTION INC. D.B.A.	F/C	PUBLIC WORKS	245.59
Total 104521:				1,815.73
104522	A T & T	FIR-708Z53-1191 12/17-1/16	FIRE	3,088.28
Total 104522:				3,088.28
104523	ACCUTRON	COMPUTER CNSLTING *MAR 2021	MANAGEMENT INFORMATION SYSTE	6,300.00
Total 104523:				6,300.00
104524	ANIMAL WELFARE LEAGUE	IMPOUNDED DOGS *JUL 2020	CODE ENFORCEMENT	398.00
Total 104524:				398.00
104525	AT&T	708 R060166 4321 12/17-1/16	PUBLIC WORKS	1,015.87
Total 104525:				1,015.87
104526	AT&T	POL-7084504471 0957 12/26-1/25/21	CENTRAL SERVICES	6,296.74
Total 104526:				6,296.74
104527	CARGILL, INCORPORATED	BULK SALT PURCHASE	PUBLIC WORKS	3,083.96
Total 104527:				3,083.96
104528	CHRISTOPHER BROWN	P&F-MEETING 3/11/2021	POLICE & FIRE COMMISSION	150.00
Total 104528:				150.00
104529	CLIFFE PRINTING COMPANY	4PART PA FORMS	POLICE	180.00
Total 104529:				180.00
104530	COMCAST	FIR-INTERNET 1/29-2/28	FIRE	119.08
Total 104530:				119.08
104531	COMCAST	F/S-INTERNET 700 ST. CHARLES ROAD	FIRE	436.76
104531	COMCAST	FIR-INTERNET DEC 22 TO JAN 21, 2021	FIRE	436.40
Total 104531:				873.16
104532	COMED #0031163443	PW-ELECTRIC SVC-12/10-1/13/21	PUBLIC WORKS	172.12
Total 104532:				172.12
104533	COOK COUNTY DEPT. OF	RETAIL FOOD INSPECTION 7/2020-9/2020	CODE ENFORCEMENT	3,200.00
Total 104533:				3,200.00
104534	EDWENNA PERKINS	REIMB.TOWN HALL MEETING	PRESIDENT & TRUSTEES	32.84

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104534:				32.84
104535	EDWIN HANCOCK ENGINEERING CO	2020 GREEN INFRASTRUCTURE ALLEYS (	PUBLIC WORKS	8,116.00
104535	EDWIN HANCOCK ENGINEERING CO	316 RANDOLPH STREET - MAYWOOD SUP	COMMUNITY DEVELOPMENT	643.50
104535	EDWIN HANCOCK ENGINEERING CO	CMAP PAVEMENT MANAGEMENT PROGRA	PUBLIC WORKS	500.50
104535	EDWIN HANCOCK ENGINEERING CO	PROVISO EAST IMPROVEMENT PLAN REVI	COMMUNITY DEVELOPMENT	214.50
Total 104535:				9,474.50
104536	GENE WASHINGTON	P&F-MEETING 3/11/2021	POLICE & FIRE COMMISSION	150.00
Total 104536:				150.00
104537	GLOBAL SURVELLIANCE.COM, INC.	POL-VIDEO SURVEILANCE CAMERAS	POLICE	2,800.00
Total 104537:				2,800.00
104538	ILLINOIS DEPARTMENT OF	MAINTENANCE OF TRAFFIC SIGNALS	PUBLIC WORKS	4,554.99
Total 104538:				4,554.99
104539	IMPERIAL REALTY COMPANY	ROOFTOP ANTENNA FOR VILLAGEWIDE S	POLICE	250.00
Total 104539:				250.00
104540	James Rouse	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 104540:				1,750.00
104541	JAMES T BREWER	P&F-MEETING 3/11/2021	POLICE & FIRE COMMISSION	150.00
Total 104541:				150.00
104542	JEANETTE MADOCK	REFUND SALE CANCELLED	CORPORATE	892.00
Total 104542:				892.00
104543	KANE, MCKENNA & ASSOC INC	MADISON/5TH & ROOSEVELT TIF AMENDM	TIF ADMINISTRATION	6,812.50
Total 104543:				6,812.50
104544	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *NOV 2020	LAW	3,319.00
104544	KLEIN, THORPE AND JENKINS LTD	LITIGATION MATTERS	LAW	4,333.10
Total 104544:				7,652.10
104545	KONICA MINOLTA BUSINESS	FIN-EQUIPMENT LEASE 12/2-1/1/2	FINANCE	1,499.29
Total 104545:				1,499.29
104546	Marcus Taite	FLOOD CONTROL PROGRAM	WATER & SEWER MAINTENANCE	1,750.00
Total 104546:				1,750.00
104547	Martin Danielle Taylor	TREE REMOVAL PROGRAM	COMMUNITY DEVELOPMENT	1,500.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104547:				1,500.00
104548	MAYWOOD FOOD & LIQUOR	PRIONER MEALS FEB 2021	POLICE	147.00
Total 104548:				147.00
104549	MID AMERICAN WATER, INC	MEGALUG PACK*BUFFALO BOXES*CLAMP	WATER & SEWER MAINTENANCE	7,561.78
Total 104549:				7,561.78
104550	QUILL CORPORATION	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	202.06
104550	QUILL CORPORATION	FIN-1099 FORMS	FINANCE	23.99
104550	QUILL CORPORATION	FIN-OFFICE SUPPLIES	FINANCE	257.78
104550	QUILL CORPORATION	FIN-OFFICE SUPPLIES	FINANCE	329.94
104550	QUILL CORPORATION	FIN-W2 FORMS	FINANCE	47.97
Total 104550:				861.74
104551	RICHMOND ELECTRIC CO, INC	2019 MAYWOOD PUMP STATION IMPROVE	TIF ADMINISTRATION	46,100.00
Total 104551:				46,100.00
104552	STAPLES ADVANTAGE	FIN-DISNFCT SPRAY	FINANCE	75.79
Total 104552:				75.79
104553	TAPPED IN INC	GARAGE CAMERA INSTALLATION	LAND & BUILDINGS	3,580.00
104553	TAPPED IN INC	ELECTRICAL SERVICES RENDERED 11/21/	LAND & BUILDINGS	3,775.00
Total 104553:				7,355.00
104554	VALOR SYSTEMS, INC	46 USER LICENSES/DATA CENTER	POLICE	41,519.76
Total 104554:				41,519.76
104555	WAYNE WELCH	P&F-MEETING 3/11/2021	POLICE & FIRE COMMISSION	200.00
Total 104555:				200.00
104556	WESTBROOK LOCK & KEY, INC.	POL-NEW LOCK/SYSTEM	POLICE	290.00
Total 104556:				290.00
104557	WIGIT'S TRUCK SERVICE	FIR-DIESEL FUEL EXHAUST FLUID	FIRE	32.62
104557	WIGIT'S TRUCK SERVICE	BOBCAT MOWER BATTERY	PUBLIC WORKS	151.39
104557	WIGIT'S TRUCK SERVICE	NEW SWEEPER*BROOMS MAIN GUTTER	PUBLIC WORKS	804.80
104557	WIGIT'S TRUCK SERVICE	FIR-WIPER BLADES	FIRE	33.68
104557	WIGIT'S TRUCK SERVICE	#235 PLOW LIGHTS	PUBLIC WORKS	120.10
104557	WIGIT'S TRUCK SERVICE	#247 PLOW ASSEMBLY REPAIR*CARRIAGE	PUBLIC WORKS	3,463.72
104557	WIGIT'S TRUCK SERVICE	FIR-508 RADIATOR REPLACEMENT	FIRE	4,086.34
104557	WIGIT'S TRUCK SERVICE	#249 CHECK ENGINE	PUBLIC WORKS	153.00
104557	WIGIT'S TRUCK SERVICE	PW-185-BATTERY & SUPPLIES	PUBLIC WORKS	107.50
104557	WIGIT'S TRUCK SERVICE	LEAF MACHINE*NEW SYSTEM INSTALLED	PUBLIC WORKS	4,383.75
104557	WIGIT'S TRUCK SERVICE	#239*HYDRO LEAK*RETAINING PIN PLOW*	PUBLIC WORKS	1,013.30
104557	WIGIT'S TRUCK SERVICE	FIR-AMBULANCE 500 FUEL PUMP REPLAC	FIRE	1,366.36
104557	WIGIT'S TRUCK SERVICE	#232 AC REPAIR	PUBLIC WORKS	961.78
104557	WIGIT'S TRUCK SERVICE	TRAILER LIGHT REPAIR	PUBLIC WORKS	137.26

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104557	WIGIT'S TRUCK SERVICE	#242 HYDRAULIC HOSES*FITTINGS*FLUID	PUBLIC WORKS	516.34
104557	WIGIT'S TRUCK SERVICE	#240 INSTALL NEW TRIP SPRINGS*PLOW B	PUBLIC WORKS	844.60
104557	WIGIT'S TRUCK SERVICE	FIR-TRUCK BATTERY FOR AMBULANCE 50	FIRE	489.48
104557	WIGIT'S TRUCK SERVICE	#249 RECHECK ENGINE*DEF FLUID	PUBLIC WORKS	343.86
104557	WIGIT'S TRUCK SERVICE	PW-249TRUCK REPAIR	PUBLIC WORKS	2,932.84
104557	WIGIT'S TRUCK SERVICE	#234 SPREADER MOTOR	PUBLIC WORKS	704.42
104557	WIGIT'S TRUCK SERVICE	UT6X12NRT TRAILER REPAIR	PUBLIC WORKS	923.41
104557	WIGIT'S TRUCK SERVICE	FIR-CAR 511 A/C REPAIR AND BRAKES REP	FIRE	1,206.30
104557	WIGIT'S TRUCK SERVICE	TV380 CASE REPLACE FITTINGS *BRACKE	PUBLIC WORKS	605.71
104557	WIGIT'S TRUCK SERVICE	#244 REPLACE HEATER	PUBLIC WORKS	351.65
104557	WIGIT'S TRUCK SERVICE	#231 REPAIR PLOW*REBUILD VALVE	PUBLIC WORKS	791.28
104557	WIGIT'S TRUCK SERVICE	FIR-ENGINE 506 NEW BATTERIES (6)	FIRE	1,157.16
104557	WIGIT'S TRUCK SERVICE	#253 F-450 REPAIR SHORT *LIGHTS*CRAN	PUBLIC WORKS	1,355.34
104557	WIGIT'S TRUCK SERVICE	PACE BUS-PM SERVICE	PUBLIC WORKS	107.50
104557	WIGIT'S TRUCK SERVICE	#250 AC*PM	PUBLIC WORKS	1,096.89
104557	WIGIT'S TRUCK SERVICE	FIR-CAR 511 MAINT.	FIRE	1,078.41
104557	WIGIT'S TRUCK SERVICE	HOT BOX *NOT HEATING	PUBLIC WORKS	1,640.99
104557	WIGIT'S TRUCK SERVICE	#242 PINTLE HITCH CRAFTING	PUBLIC WORKS	360.31
104557	WIGIT'S TRUCK SERVICE	FIR-VEHICLE PART	FIRE	134.00
104557	WIGIT'S TRUCK SERVICE	#242 REPLACE PLOW BLADE	PUBLIC WORKS	647.10
104557	WIGIT'S TRUCK SERVICE	#241 PLOW BLADE REPLACEMENT	PUBLIC WORKS	714.90
104557	WIGIT'S TRUCK SERVICE	#244 ENGINE*PTO*PISTON REPAIR	PUBLIC WORKS	4,467.38
104557	WIGIT'S TRUCK SERVICE	#250*TOW*TANK DRAIN WRONG FUEL	PUBLIC WORKS	1,311.50
104557	WIGIT'S TRUCK SERVICE	HOT BOX *NO START*CLEAN FUEL SYSTE	PUBLIC WORKS	1,297.58
104557	WIGIT'S TRUCK SERVICE	#235 LIGHTING SYSTEM REPAIR	PUBLIC WORKS	165.42
104557	WIGIT'S TRUCK SERVICE	FIR-ENGINE 505 OIL CHANGE	FIRE	163.16
104557	WIGIT'S TRUCK SERVICE	NEW BROOM PLATES*LEAF BROOM	PUBLIC WORKS	916.00
104557	WIGIT'S TRUCK SERVICE	#231 BRAKE SYSTEM REPAIR	PUBLIC WORKS	2,950.51
104557	WIGIT'S TRUCK SERVICE	#249 REPAIR SPREADER< LIGHT ASSEMBL	PUBLIC WORKS	4,061.62
104557	WIGIT'S TRUCK SERVICE	#231 PLOW LIGHTING	PUBLIC WORKS	125.06
104557	WIGIT'S TRUCK SERVICE	#240 PLOW CUTTING EDGE REPAIR	PUBLIC WORKS	877.62
104557	WIGIT'S TRUCK SERVICE	FIR-ENGINE 505 BRAKE LINES REPAIR	FIRE	611.99
104557	WIGIT'S TRUCK SERVICE	#235 BRAKE*OIL REPAIRS	PUBLIC WORKS	1,796.68
104557	WIGIT'S TRUCK SERVICE	TRUCK REPAIRS	PUBLIC WORKS	6,166.00
104557	WIGIT'S TRUCK SERVICE	#239 PLOW REPAIR*LOOM*ELECTRIC*BLA	PUBLIC WORKS	3,640.37
104557	WIGIT'S TRUCK SERVICE	PACE BUS PM*BRAKES*COOLOING STSTE	PUBLIC WORKS	3,064.80
104557	WIGIT'S TRUCK SERVICE	GREASE NEW SWEEPER* INSTALL GUTTE	PUBLIC WORKS	163.00
104557	WIGIT'S TRUCK SERVICE	INSTALLED NEW BUCKET ENDLOADER*PI	PUBLIC WORKS	3,771.23
104557	WIGIT'S TRUCK SERVICE	FIR-AMBULANCE 500 A/C REPAIR	FIRE	563.07
104557	WIGIT'S TRUCK SERVICE	#233 BRAKE SYSTEM REPAIR	PUBLIC WORKS	2,502.77
104557	WIGIT'S TRUCK SERVICE	#234 INSTALL V-BOX SPREADER*ELECTRI	PUBLIC WORKS	576.91
104557	WIGIT'S TRUCK SERVICE	#249 REPAIR *LOOM*ELECTRICAL PLOW S	PUBLIC WORKS	4,171.74
Total 104557:				78,182.50
104558	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 3/8-3/19/21	POLICE & FIRE COMMISSION	800.00
Total 104558:				800.00
104559	HARRIS	SOFTWARE MAINT NOV20-DEC20	WATER COLLECTIONS	4,160.76
Total 104559:				4,160.76
104560	ILLINOIS EPA	WATER REVOLVING FUND-PROJECT		27,106.89
Total 104560:				27,106.89
104561	KLEIN, THORPE AND JENKINS LTD	1849-371 *ESCROW 6 ECONOMIC INCENTI	TIF ADMINISTRATION	485.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104561:				485.00
104562	MARK DWYER	COD-PLUMBING SVC 03/11/21-03/19/21	CODE ENFORCEMENT	666.65
Total 104562:				666.65
104563	MUNICIPAL EMPLOYEE	LIFE INS COVERAGE *APR 2021	CENTRAL SERVICES	1,429.23
104563	MUNICIPAL EMPLOYEE	HEALTH/DENTAL COVERAGE *APR 2021	CENTRAL SERVICES	105,354.41
104563	MUNICIPAL EMPLOYEE	HEALTH INS COVERAGE *JAN/MAR 2021(C	CENTRAL SERVICES	3,940.68
Total 104563:				110,724.32
104564	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	306.03
Total 104564:				306.03
104565	AFFIRMED MEDICAL SERVICE	PW-FIRST AID SUPPLIES	PUBLIC WORKS	119.45
Total 104565:				119.45
104566	AIR ONE EQUIPMENT	FIR-PREVENTIVE MAINTENANCE FOR STA	FIRE	718.36
Total 104566:				718.36
104567	AMERICAN BUSINESS TECHNOLOGIE	UTILITY BILLING PROCESSING/MAILING	WATER COLLECTIONS	4,567.75
Total 104567:				4,567.75
104568	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	270.51
104568	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	300.92
Total 104568:				571.43
104569	ANIMAL WELFARE LEAGUE	IMPOUNDED CATS/DOGS - 3/2021	CODE ENFORCEMENT	1,296.00
Total 104569:				1,296.00
104570	AT&T	708 R060166 4321 1/17-2/16/21	PUBLIC WORKS	1,015.87
Total 104570:				1,015.87
104571	ATCO INTERNATIONAL	PW_ASSAULT/BEE REPELLENT	PUBLIC WORKS	126.00
Total 104571:				126.00
104572	BICYCLE HEATING & AIR INC	POLICE STATION*AHU/BOILER REPAIRS	PUBLIC WORKS	1,315.00
Total 104572:				1,315.00
104573	BLUE CROSS BLUE SHIELD	HEALTH INS COVERAGE *APR 2021	CENTRAL SERVICES	287,575.75
Total 104573:				287,575.75
104574	Blue to Gold, LLC	BULLETPROFF REPORT WRITING	POLICE	1,113.00
Total 104574:				1,113.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104575	BROADVIEW TRUE VALUE HARDWAR	FIR--BUILDING HARDWARE	FIRE	45.35
Total 104575:				45.35
104576	CALIBRE PRESS	TRAINING	POLICE	1,192.00
Total 104576:				1,192.00
104577	CHARLES EQUIPMENT	FIR-PREVENTIVE MAINT. FOR EMERGENC	FIRE	787.00
Total 104577:				787.00
104578	CHRISTOPHER BROWN	P&F-MEETING 3/25/2021	POLICE & FIRE COMMISSION	150.00
Total 104578:				150.00
104579	CINTAS CORPORATION #344	RESP ONLINE	PUBLIC WORKS	680.00
104579	CINTAS CORPORATION #344	UNIFORM SERVICE	WATER & SEWER MAINTENANCE	346.53
104579	CINTAS CORPORATION #344	UNIFORM SERVICE	WATER & SEWER MAINTENANCE	346.53
104579	CINTAS CORPORATION #344	UNIFORM SERVICE	WATER & SEWER MAINTENANCE	346.53
Total 104579:				1,719.59
104580	CLIFFE PRINTING COMPANY	ENVELOPES/BUSINESS CARDS	CODE ENFORCEMENT	888.00
104580	CLIFFE PRINTING COMPANY	HR-PA FORMS	HUMAN RESOURCES	145.00
Total 104580:				1,033.00
104581	COMCAST	PUMP STATION INTERNET 3/07-4/06/20	PUMP STATION OPERATIONS	222.31
Total 104581:				222.31
104582	COMED # 0023058102	STREET LIGHTS PUMP STATION	MOTOR FUEL TAX	69.24
Total 104582:				69.24
104583	COMED #2208042159	ELECTRIC SERVICE 12/28/20 - 1/27/21	MOTOR FUEL TAX	433.01
Total 104583:				433.01
104584	CORE & MAIN LP	PW-IPERL 5/8" METERS	WATER & SEWER MAINTENANCE	2,000.00
104584	CORE & MAIN LP	PW-10-6' B-BOXES	WATER & SEWER MAINTENANCE	745.00
104584	CORE & MAIN LP	PW-WATER & SEWER MAINTENANCE SUP	WATER & SEWER MAINTENANCE	3,851.48
104584	CORE & MAIN LP	PW-3/4 STRT BALL CURB CTS	WATER & SEWER MAINTENANCE	1,720.00
104584	CORE & MAIN LP	PW-WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	1,528.61
104584	CORE & MAIN LP	PW-IPERL 1 3TS 100CF 4WHL	WATER & SEWER MAINTENANCE	1,092.00
Total 104584:				10,937.09
104585	COVID Buster	MPALE 5 GALLON *COVID	POLICE	1,996.00
Total 104585:				1,996.00
104586	DEARBORN NATIONAL	LIFE INS PREM *APR 2021	CENTRAL SERVICES	1,813.46
Total 104586:				1,813.46
104587	DEPT.OF CENTRAL MANAGEMENT SV	POL-COMMUNICATION CHARGES	POLICE	982.02

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104587:				982.02
104588	DOOR AND WINDOW GUARD	(25) WINDOWS (1) DOOR RENTAL - 811 S. 1		483.00
104588	DOOR AND WINDOW GUARD	(4) WINDOWS RENTAL - 809 S. 10TH AVE.		72.00
Total 104588:				555.00
104589	DRIVEN FENCE, INC	NEW CONTRACT - 26 S. 21ST	CODE ENFORCEMENT	450.00
Total 104589:				450.00
104590	E & D CONSTRUCTION, INC	REMOVAL OF GARBAGE/REPAIR OF GARA		2,500.00
Total 104590:				2,500.00
104591	Erbacci & Cerone, LTD	ARBITRATOR FEES/EXPENSES	HUMAN RESOURCES	3,110.83
Total 104591:				3,110.83
104592	FIRE SERVICE INCORPORATED	FIR-BULBS	FIRE	46.77
Total 104592:				46.77
104593	FIREGROUND SUPPLY, INC	FIR-RELIANT TURNOUT COAT	FIRE	1,495.00
Total 104593:				1,495.00
104594	FOREST PRINTING	WATER-WINDOW ENVELOPES	WATER COLLECTIONS	916.90
Total 104594:				916.90
104595	FOREST SECURITY, INC.	QUARTERLY EQUIPMENT MAINTENANC	POLICE	1,336.59
Total 104595:				1,336.59
104596	FOX VALLEY FIRE & SAFETY CO	FIRE SPRINKLER SERVICE	PUBLIC WORKS	376.00
Total 104596:				376.00
104597	GENE WASHINGTON	P&F-MEETING 3/25/2021	POLICE & FIRE COMMISSION	150.00
Total 104597:				150.00
104598	GREENWOOD TRANSFER	WASTE DISPOSAL	PUBLIC WORKS	828.92
104598	GREENWOOD TRANSFER	WASTE DISPOSAL	PUBLIC WORKS	44.28
Total 104598:				873.20
104599	HINCKLEY SPRINGS	WATER & CUP EQUIPMENT RENTAL	CODE ENFORCEMENT	80.96
Total 104599:				80.96
104600	I.D.E.S. #800834	QTR/YR/9/13/20-12/27/20	HUMAN RESOURCES	6,554.00
Total 104600:				6,554.00
104601	IACP	IACP MEMBER *E.WILLIS	POLICE	190.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104601:				190.00
104602	INTERNATIONAL CODE COUNCIL	18 IBC PLAN REVIEW FORMS	CODE ENFORCEMENT	20.50
Total 104602:				20.50
104603	JAMES T BREWER	P&F-MEETING 3/25/2021	POLICE & FIRE COMMISSION	150.00
Total 104603:				150.00
104604	JKS VENTURES, INC.	PW-3/4 LIMESTONE	PUBLIC WORKS	532.00
104604	JKS VENTURES, INC.	FINANCE CHARGE	PUBLIC WORKS	46.27
Total 104604:				578.27
104605	JOHN WEST	REIMB.CONCRETE FOR PAVEMENT REPAI	PUBLIC WORKS	99.99
Total 104605:				99.99
104606	KLEIN, THORPE AND JENKINS LTD	1849-017 *TIF MADISON	TIF ADMINISTRATION	345.00
104606	KLEIN, THORPE AND JENKINS LTD	TIF MADISON STREET	TIF ADMINISTRATION	3,978.03
Total 104606:				4,323.03
104607	KONICA MINOLTA BUSINESS	HR-EQUIPMENT LEASE 1/2/21-2/1/21	HUMAN RESOURCES	2.98
104607	KONICA MINOLTA BUSINESS	EQUIPMENT RENTAL/LEASE	PRESIDENT & TRUSTEES	102.65-
Total 104607:				99.67-
104608	KOPY KAT	VILLAGE STAMP SEAL	VILLAGE CLERK	55.00
Total 104608:				55.00
104609	L.E.A.D. Inc	L.E.A.D. TRAINING	POLICE	300.00
Total 104609:				300.00
104610	LEWIS LAWN SERVICE INC.	GRASS/DEBRIS - 26TH & 21ST ST.		1,250.00
Total 104610:				1,250.00
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	41.62
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	457.60
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	27.34
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	218.72
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	570.07
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	416.59
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	374.58
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	12.92
104611	MCKESSON MEDICAL-SURGICAL INC	MEDICAL SUPPLIES	FIRE	27.34
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	27.34
104611	MCKESSON MEDICAL-SURGICAL INC	FIR-MEDICAL SUPPLIES	FIRE	328.66
Total 104611:				2,502.78
104612	MORELIA AUTO SALES INC.	4 NEW TIRES FOR UNIT 114	POLICE	640.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104612:				640.00
104613	MP AUTO SALES & REPAIR, INC	POL-118-LEFT HEADLIGHT REPLACED	POLICE	57.00
104613	MP AUTO SALES & REPAIR, INC	HEADLIGHT REPLACEMENT	POLICE	57.00
104613	MP AUTO SALES & REPAIR, INC	POL-121-REPLACE HEAD LIGHT	POLICE	53.00
104613	MP AUTO SALES & REPAIR, INC	POL-111-REPLACE HEADLIGHT	POLICE	100.00
Total 104613:				267.00
104614	NORTH EAST MULTI-REGIONAL	MENTAL HEALTH AWARENESS FOR LAW E	POLICE	1,440.00
Total 104614:				1,440.00
104615	Northwest Police Academy	TRAINING 4/8/2021	POLICE	175.00
Total 104615:				175.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE LOADER	PUBLIC WORKS	95.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE BOBCAT S70	LAND & BUILDINGS	70.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE JOHN DEERE70A	LAND & BUILDINGS	60.00
104616	NU LIFE TIRE SERVICE	PW-TIRE REPAIRS #211	WATER & SEWER MAINTENANCE	90.00
104616	NU LIFE TIRE SERVICE	FIR-NEW TIRES FOR CAR 511	FIRE	640.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE #235	LAND & BUILDINGS	70.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE BOBCAT S300	PUBLIC WORKS	115.00
104616	NU LIFE TIRE SERVICE	FIR-NEW TIRES SQUAD 525	FIRE	387.50
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE #244	LAND & BUILDINGS	70.00
104616	NU LIFE TIRE SERVICE	PW-TIRE REPAIRS #236	LAND & BUILDINGS	70.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE	WATER & SEWER MAINTENANCE	125.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE BOBCAT	PUBLIC WORKS	70.00
104616	NU LIFE TIRE SERVICE	PW-TIRE SERVICE #235	LAND & BUILDINGS	70.00
Total 104616:				1,932.50
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	3,217.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	2,652.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	442.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	68.50
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	HUMAN RESOURCES	878.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	442.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	442.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-ANNUAL PHYSICALS	FIRE	1,326.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	2,210.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	1,768.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	442.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	2,652.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	442.00
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	214.50
104617	OCCUPATIONAL HEALTH CENTERS	HR-EMPLOYEE PHYSICALS	FIRE	884.00
Total 104617:				18,080.00
104618	OFFICE DEPOT	CASHIER-OFFICE SUPPLIES	WATER COLLECTIONS	71.98
104618	OFFICE DEPOT	OFFICE SUPPLIES	POLICE	79.99
104618	OFFICE DEPOT	CASHIERS-OFFICE SUPPLIES	WATER COLLECTIONS	10.99
104618	OFFICE DEPOT	WATER-OFFICE SUPPLIES	WATER COLLECTIONS	186.98
104618	OFFICE DEPOT	FIN-OFFICE SUPPLIES	FINANCE	119.98
104618	OFFICE DEPOT	OFFICE SUPPLIES	COMMUNITY DEVELOPMENT	83.15

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104618	OFFICE DEPOT	FIN-OFFICE SUPPLIES	FINANCE	67.08
104618	OFFICE DEPOT	FIN-OFFICE SUPPLIES	FINANCE	50.57
104618	OFFICE DEPOT	CASHIER-OFFICE SUPPLIES	WATER COLLECTIONS	148.94
Total 104618:				819.66
104619	ON THE MARK	3RD HARVARD BONNET BOLTS/PACKING	WATER & SEWER MAINTENANCE	700.00
Total 104619:				700.00
104620	PAYLESS AUTO BODY	POL-116-OIL CHANGE/FILTER	POLICE	72.30
104620	PAYLESS AUTO BODY	POL-M213621-REPLACE BATTERY	POLICE	401.14
104620	PAYLESS AUTO BODY	POL-MP14635-REPLACE BATTERY/TRUNK	POLICE	244.49
104620	PAYLESS AUTO BODY	POL-111-FRONT STRUTS/MOUNTS	POLICE	873.34
104620	PAYLESS AUTO BODY	POL-CENTER CAPS (5 VEHICLES)	POLICE	1,771.60
104620	PAYLESS AUTO BODY	POL-MP14635-FUEL SYS/PUMP/HEADLIGH	POLICE	1,122.81
104620	PAYLESS AUTO BODY	POL-114-RADIATOR/BLOWER MOTOR/FILT	POLICE	1,430.86
104620	PAYLESS AUTO BODY	POL-M220602-REPLACE BATTERY	POLICE	207.49
104620	PAYLESS AUTO BODY	POL-116-CALIPERS/TIE ROD/PADS/ROTOR	POLICE	1,376.74
104620	PAYLESS AUTO BODY	POL-119-BATTERY/STARTER/HARNESS/BU	POLICE	1,998.11
104620	PAYLESS AUTO BODY	POL-114-REPLACE BATTERY	POLICE	223.62
Total 104620:				9,722.50
104621	PITNEY BOWES	POL-LEASED EQUIPMENT	POLICE	310.21
104621	PITNEY BOWES	EQUIPMENT RENTAL 3/1/21-5/29/21	FINANCE	886.65
104621	PITNEY BOWES	EQUIPMENT RENTAL 11/28-2/27/21	FINANCE	886.65
Total 104621:				2,083.51
104622	PITNEY BOWES INC	POSTG.MTR.RNTL.SUPPLIES	FINANCE	266.43
104622	PITNEY BOWES INC	POSTG.MTR.RNTL.SUPPLIES	FINANCE	226.04
104622	PITNEY BOWES INC	POSTG.MTR.RNTL.SUPPLIES	FINANCE	138.67
Total 104622:				631.14
104623	PLOTE CONSTRUCTION INC. D.B.A.	COLD PATCH 3.34 TON	PUBLIC WORKS	434.20
Total 104623:				434.20
104624	POSITIVE PROMOTIONS, INC	LAPEL PINS WITH FLAG	POLICE	73.45
Total 104624:				73.45
104625	PUBLIC SAFETY DIRECT, INC.	TROUBLESHOOT SIREN CONTROL	POLICE	125.00
Total 104625:				125.00
104626	RAMROD DISTRIBUTORS, INC	PW-MAINTENANCE SUPPLIES	PUBLIC WORKS	337.96
Total 104626:				337.96
104627	RHONDA SHERROD	OFFICE REPLACEMENT *3/18-3/19	VILLAGE MANAGER	200.00
Total 104627:				200.00
104628	RONEY RILEY	P&F-MEETING 3/25/2021	POLICE & FIRE COMMISSION	150.00

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104628:				150.00
104629	SHAKESPEARE LAWN SPRAY	VMO-GRADED ALLEY *20TH-21ST 1400 BLK	PUBLIC WORKS	4,500.00
104629	SHAKESPEARE LAWN SPRAY	VMO-GRADED ALLEY *615 S 19TH	PUBLIC WORKS	3,500.00
104629	SHAKESPEARE LAWN SPRAY	VMO-GRADED ALLEY *19TH-20TH AVE	PUBLIC WORKS	2,500.00
104629	SHAKESPEARE LAWN SPRAY	VMO-GRADED ALLEY *1400 BLK 10TH	PUBLIC WORKS	3,500.00
104629	SHAKESPEARE LAWN SPRAY	VMO-GRADED ALLEY *20TH-21ST 1600 BLK	PUBLIC WORKS	4,500.00
104629	SHAKESPEARE LAWN SPRAY	VMO-GRADED ALLEY *19TH-20TH WASHIN	PUBLIC WORKS	2,500.00
104629	SHAKESPEARE LAWN SPRAY	VMO-GRADED ALLEY *EAST/WEST 19TH-2	PUBLIC WORKS	3,000.00
Total 104629:				24,000.00
104630	SHRED - IT US JV LLC	COD-DOCUMENT SHRED SERVICE	CODE ENFORCEMENT	266.28
104630	SHRED - IT US JV LLC	FIN-DOCUMENT SHRED SERVICE	FINANCE	303.14
104630	SHRED - IT US JV LLC	FIN-DOCUMENT SHRED SERVICE	FINANCE	293.22
Total 104630:				862.64
104631	SUNBELT RENTALS, INC	40' LIFT RENTAL FOR ELECTRICAL SERVIC	PUBLIC WORKS	1,368.30
Total 104631:				1,368.30
104632	SUSAN MOORE	REFUND OVERPYMT OF WATER BILL	WATER COLLECTIONS	58.56
Total 104632:				58.56
104633	TAPPED IN INC	MAINTENANCE SVC 12/27 & 12/31	POLICE	2,960.00
104633	TAPPED IN INC	MAINTENANCE SVC 12/27	POLICE	3,000.00
104633	TAPPED IN INC	MAINTENANCE SVC 12/29	POLICE	1,330.00
Total 104633:				7,290.00
104634	THOMPSON ELEVATOR INSPECTION	NEW CONSTRUCTION PERMIT - 1200 S. 5T	CODE ENFORCEMENT	200.00
104634	THOMPSON ELEVATOR INSPECTION	2 ELEVATOR PLAN REVIEWS - 401 S. 5TH A	CODE ENFORCEMENT	200.00
Total 104634:				400.00
104635	TRANS UNION LLC	HR-EMPLOYEE SERVICES	HUMAN RESOURCES	85.00
Total 104635:				85.00
104636	VALDIMIR TALLEY JR	CMS TRAINING FOR CRL	POLICE	95.00
Total 104636:				95.00
104637	VICTOR E. PUSCAS, JR.	ADMIN HEARING SVCS *3/5	POLICE	300.00
Total 104637:				300.00
104638	VILLAGE FREE PRESS	DEVELOPMENT SITE AT 1002 S. 6TH AVE	COMMUNITY DEVELOPMENT	420.00
Total 104638:				420.00
104639	VISION SERVICE PLAN (IV)	VISION CARE PREM *APR 2021	CENTRAL SERVICES	2,484.18
Total 104639:				2,484.18

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104640	WAYNE WELCH	P&F-MEETING 3/25/2021	POLICE & FIRE COMMISSION	200.00
Total 104640:				200.00
104641	WIGIT'S TRUCK SERVICE	VACTOR TRUCK CLUTCH REPAIR	PUBLIC WORKS	4,072.00
104641	WIGIT'S TRUCK SERVICE	FIR-MAINTENANCE CAR 509	FIRE	2,628.15
104641	WIGIT'S TRUCK SERVICE	PW-239-BRAKES/SYSTEM REPAIR	PUBLIC WORKS	4,000.78
104641	WIGIT'S TRUCK SERVICE	SPREADER SYSTEM REPAIR*234	PUBLIC WORKS	940.69
104641	WIGIT'S TRUCK SERVICE	FIR-AMBULANCE 508 OIL CHANGE	FIRE	174.65
104641	WIGIT'S TRUCK SERVICE	PW-18 ELGIN SWEEPER WATER SYSTEM	PUBLIC WORKS	681.91
104641	WIGIT'S TRUCK SERVICE	#242 HOPPER WORK	PUBLIC WORKS	771.22
Total 104641:				13,269.40
104642	WILLIE NORFLEET	REIMB.FUEL PURCHASED	VILLAGE MANAGER	135.00
Total 104642:				135.00
104643	WINDOM PRODUCTIONS	VILLAGE BOARD MEETINGS 3/2 & 3/18/21	VILLAGE MANAGER	1,825.00
Total 104643:				1,825.00
104644	WINKLER TREE SERVICE	STORM DAMAGE SERVICES	PUBLIC WORKS	1,602.50
104644	WINKLER TREE SERVICE	REMOVAL OF 2 TREES 30 S. 19TH & 8TH &	PUBLIC WORKS	1,677.16
104644	WINKLER TREE SERVICE	STORM CLEAN UP CHIPPING VILLAGE-WID	PUBLIC WORKS	1,000.00
104644	WINKLER TREE SERVICE	STORM CLEAN UP VILLAGE-WIDE	PUBLIC WORKS	800.00
104644	WINKLER TREE SERVICE	TREE TRIMMING & REMOVAL	PUBLIC WORKS	3,600.00
104644	WINKLER TREE SERVICE	TREE MAINTENANCE (VARIOUS)	PUBLIC WORKS	2,450.00
104644	WINKLER TREE SERVICE	STORM CLEAN UP VILLAGE-WIDE	PUBLIC WORKS	1,350.00
104644	WINKLER TREE SERVICE	TREE REMOVAL 1411 S. 13TH	PUBLIC WORKS	600.00
104644	WINKLER TREE SERVICE	TREE TRIMMING *826 S 15TH	PUBLIC WORKS	700.00
104644	WINKLER TREE SERVICE	TREE TRIMMING 2120 S. 10TH	PUBLIC WORKS	595.00
Total 104644:				14,374.66
104645	AT&T	POL-7084504471 0957 1/26-2/25/21	POLICE	6,132.85
Total 104645:				6,132.85
104646	COMCAST	METRA-PHONE/INT SVC 2/13-3/12	PUBLIC WORKS	118.35
Total 104646:				118.35
104647	COMCAST	FIR-PHONE SVCS 3/1-3/28	FIRE	119.36
Total 104647:				119.36
104648	COMCAST	POL-INTERNET SVC 3/12-4/11/21	POLICE	665.74
Total 104648:				665.74
104649	COMCAST	FIR-INTERNET SVC 2/22-3/21/2021	FIRE	439.44
Total 104649:				439.44
104650	COMCAST	V/H-PHONE/INTERNET 3/1-3/28	FINANCE	482.42
104650	COMCAST	V/H-PHONE/INTERNET 1/29-2/28/21	FINANCE	482.42

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104650:				964.84
104651	COMED	ELECTRIC SERVICE #2876113014 1/15-2/15	PUBLIC WORKS	82.51
104651	COMED	ELECTRIC SERVICE #8263073014	PUBLIC WORKS	4,124.27
104651	COMED	ELECTRIC SERVICE	PUBLIC WORKS	79.52
Total 104651:				4,286.30
104652	COMED # 0023058102	ELECTRIC SERVICE 1/15-2/15/21	PUBLIC WORKS	64.24
Total 104652:				64.24
104653	COMED #0031163443	ELECTRIC SERVICE 1/13-2/11/21	PUBLIC WORKS	180.75
Total 104653:				180.75
104654	COMED #0277784031	ELECTRIC SERVICE 1/12-2/10/21	PUBLIC WORKS	1,573.31
Total 104654:				1,573.31
104655	COMED #0511089044	ELECTRIC SERVICE 1/14-2/12/21	PUBLIC WORKS	334.89
Total 104655:				334.89
104656	COMED #0536720000	ELECTRIC SVC 1/15-2/15/21	PUBLIC WORKS	10.16
104656	COMED #0536720000	ELECTRIC SVC	PUBLIC WORKS	10.16
Total 104656:				20.32
104657	COMED #3351006000	STREETLIGHT SERVICE	PUBLIC WORKS	2,571.27
Total 104657:				2,571.27
104658	COMED #4791088147	ELECTRIC SVC	PUBLIC WORKS	203.33
104658	COMED #4791088147	ELECTRIC SVC 1/15-2/15/21	PUBLIC WORKS	226.56
Total 104658:				429.89
104659	COMED #5490211003	ELECTRIC SERVICE 1/14-2/12-21	PUBLIC WORKS	400.79
Total 104659:				400.79
104660	COMED #5653018024	ELECTRIC SERVICE 1/12-2/10/21	PUBLIC WORKS	25.16
Total 104660:				25.16
104661	COMED #6080392012	ELECTRIC SERVICE 1/15-2/15/21	PUBLIC WORKS	103.91
Total 104661:				103.91
104662	COMED #6164044004	ELECTRIC SERVICE	PUBLIC WORKS	61.93
104662	COMED #6164044004	ELECTRIC SERVICE 1/19-2/17/21	PUBLIC WORKS	57.91
Total 104662:				119.84
104663	EDWIN HANCOCK ENGINEERING CO	WASHINGTON BOULEVARD, PHASE II ENGI	PUBLIC WORKS	45,142.92
104663	EDWIN HANCOCK ENGINEERING CO	ENHANCED PEDESTRIAN CROSSING AT 5T	PUBLIC WORKS	319.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104663:				45,462.42
104664	J NARDULLI CONCRETE INC	2020 GREEN INFRASTRUCTURE ALLEY IM		84,892.33
Total 104664:				84,892.33
104665	KLEIN, THORPE AND JENKINS LTD	LEGAL RETAINER SVCS *DEC 2020	LAW	2,978.50
104665	KLEIN, THORPE AND JENKINS LTD	1849-001 LEGAL RETAINER *FEB 2020	LAW	7,358.50
104665	KLEIN, THORPE AND JENKINS LTD	1849-001 RETAINER SVCS JAN 2021	LAW	2,660.00
104665	KLEIN, THORPE AND JENKINS LTD	1849-013 EMPLOYMENT AND LABOR	LAW	4,363.20
104665	KLEIN, THORPE AND JENKINS LTD	LITIGATION MATTERS	LAW	5,753.61
104665	KLEIN, THORPE AND JENKINS LTD	1849-348 *ENTERPRISE ZONE	LAW	2,174.00
Total 104665:				25,287.81
104666	NICOR GAS 02-24-58-0000 4	GAS SERVICE-9TH WILCOX 1/15-2/15/21	PUBLIC WORKS	387.83
Total 104666:				387.83
104667	SBC	FIR-708-Z5311911 0651 1/17-2/16/21	FIRE	3,078.09
Total 104667:				3,078.09
104668	SBC GLOBAL SERVICES, INC.	FIR-MAINTENANCE BILLING 3/01-3/28/2021	FIRE	221.45
104668	SBC GLOBAL SERVICES, INC.	POL-MAINTENANCE BILLING 3/2-4/1/2021	POLICE	373.94
104668	SBC GLOBAL SERVICES, INC.	FIR-MAINTENANCE BILLING 3/01-3/29/21	FIRE	175.40
Total 104668:				770.79
104669	UNIQUE PLUMBING CO	2020 RESURFACING/WATER MAIN IMPRV P	PUBLIC WORKS	89,244.34
104669	UNIQUE PLUMBING CO	ROOSEVELT ROAD WATER SERVICE TRAN	TIF ADMINISTRATION	228,197.65
Total 104669:				317,441.99
104670	ALEXZONDREA TAYLOR	P&F-CLERICAL WORK 3/22-4/2	POLICE & FIRE COMMISSION	640.00
Total 104670:				640.00
104671	AMERICAN RECYCLING & DISPOSAL	PW-SEWER WASTE DISPOSAL	WATER & SEWER MAINTENANCE	839.17
Total 104671:				839.17
104672	American Trademark Co.	FIR-VEHICLE MOUNT RADIO COMMUNICAT	FIRE	540.00
Total 104672:				540.00
104673	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	127.49
104673	American Welding & Gas Inc.	FIR- OXYGEN CYLINDERS RENTAL	FIRE	296.58
Total 104673:				424.07
104674	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICE *13TH HARRIS	WATER & SEWER MAINTENANCE	831.50
104674	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICE *42 S 19TH	WATER & SEWER MAINTENANCE	836.75
104674	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICE *13TH HARRIS	WATER & SEWER MAINTENANCE	735.00
104674	ASSOCIATED TECHNICAL SERVICE	LEAK DETECTION SERVICE *1700 S 9TH	WATER & SEWER MAINTENANCE	831.50

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104674:				3,234.75
104675	AUTOZONE	FIR-DIESEL EXHAUST FLUID	FIRE	18.58
Total 104675:				18.58
104676	BLUE 360 MEDIA, LLC	LAW MANUAL	POLICE	143.22
104676	BLUE 360 MEDIA, LLC	LAW MANUAL	POLICE	214.83
Total 104676:				358.05
104677	BONNELL INDUSTRIES INC.	SHOE PLATES FOR SNOWPLOW	PUBLIC WORKS	98.19
104677	BONNELL INDUSTRIES INC.	PARTS FOR SNOW PLOWS	PUBLIC WORKS	1,719.90
Total 104677:				1,818.09
104678	BROADVIEW TRUE VALUE HARDWAR	MAINTENANCE SUPPLIES	PUBLIC WORKS	255.88
104678	BROADVIEW TRUE VALUE HARDWAR	PW-MAINTENANCE SUPPLIES	LAND & BUILDINGS	1,290.00
Total 104678:				1,545.88
104679	COMCAST	METRA-PHONE/INT SVC 3/13-4/12	PUBLIC WORKS	118.35
Total 104679:				118.35
104680	COMCAST	FIRE STATION NO. 2 3/29-4/28/2021	FIRE	119.08
Total 104680:				119.08
104681	COMCAST	PUMP STATION PHONE/INTERNET 3/7-4/6	PUBLIC WORKS	222.31
Total 104681:				222.31
104682	COMCAST CABLE	POL-INTERNET SVC 3/1-3/31	POLICE	10.51
Total 104682:				10.51
104683	COMED	ELECTRIC SERVICE 1/28-2/26	PUBLIC WORKS	4,141.91
Total 104683:				4,141.91
104684	COMED #0277784031	STREET LIGHTS 615 S. 5TH 2/10-3/11	PUBLIC WORKS	1,708.50
Total 104684:				1,708.50
104685	COMED #2208042159	STREET LIGHTS 1/27-2/25	PUBLIC WORKS	579.16
Total 104685:				579.16
104686	COMED #3351006000	STREETLIGHT SVC 1/27-2/25	PUBLIC WORKS	3,375.08
Total 104686:				3,375.08
104687	COMED #5653018024	STREETLIGHTS 224 N. 1ST 2/10-3/11	PUBLIC WORKS	25.20
Total 104687:				25.20

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
104688	CORE & MAIN LP	IPERL 5/8" METERS	WATER & SEWER MAINTENANCE	2,000.00
104688	CORE & MAIN LP	METER COUPLING	WATER & SEWER MAINTENANCE	70.00
104688	CORE & MAIN LP	IPERL 3/4" METERS	WATER & SEWER MAINTENANCE	2,240.00
104688	CORE & MAIN LP	510M MXU'S	WATER & SEWER MAINTENANCE	2,363.00
104688	CORE & MAIN LP	510M MXU'S	WATER & SEWER MAINTENANCE	2,363.00
104688	CORE & MAIN LP	510M MXU'S	WATER & SEWER MAINTENANCE	2,363.00
104688	CORE & MAIN LP	WATER & SEWER SUPPLIES	WATER & SEWER MAINTENANCE	2,078.22
Total 104688:				13,477.22
104689	D&K TRUCK SAFETY LANE	FIR-500, 501 AND 508 SAFETY INSPECTION	FIRE	120.00
Total 104689:				120.00
104690	EDWIN HANCOCK ENGINEERING CO	ENGINEERING SERVICES RELATING TO 41	COMMUNITY DEVELOPMENT	429.00
Total 104690:				429.00
104691	FOREST SECURITY, INC.	QUARTERLY MONITORING 200 BLDG	PUBLIC WORKS	1,122.00
104691	FOREST SECURITY, INC.	QUARTERLY MONITORING PUMP STATION	PUBLIC WORKS	299.85
Total 104691:				1,421.85
104692	GLOBAL SURVELLIANCE.COM, INC.	VIDEO SURVEILANCE CAMERAS	POLICE	2,800.00
Total 104692:				2,800.00
104693	ILLINOIS FIRE INSPECTORS ASSN	FIR-TRAINIING & CERTIFICATION	FIRE	450.00
104693	ILLINOIS FIRE INSPECTORS ASSN	FIR-TRAINING & CERTIFICATION	FIRE	450.00
Total 104693:				900.00
104694	JOHN RICE	REMOVAL OF GARAGE & DEBRIS - 130 S. 9	CODE ENFORCEMENT	3,000.00
Total 104694:				3,000.00
104695	KATHLEEN W. BONO, CSR, LIMITED	COURT REPORTER SERVICE 2/5/2021	VILLAGE MANAGER	116.40
Total 104695:				116.40
104696	KOPY KAT	WHITE WOVEN ENVELOPS	POLICE	1,200.00
Total 104696:				1,200.00
104697	LRS Holdings, LLC	SEWER WASTE DISPOSAL	WATER & SEWER MAINTENANCE	406.60
Total 104697:				406.60
104698	MARK DWYER	CONTRACTOR - PLUMBING (3.23.21-4.1.21)	CODE ENFORCEMENT	533.32
Total 104698:				533.32
104699	MURPHY'S CONTRACTORS EQUIPME	SUBMERSIBLE 2"*3" TRASH PUMPS	WATER & SEWER MAINTENANCE	1,146.00
Total 104699:				1,146.00
104700	NICOR GAS	GAS SERVICE 1/18-2/16	PUBLIC WORKS	181.37
104700	NICOR GAS	GAS SERVICE 12/16-1/18	PUBLIC WORKS	165.91

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104700:				347.28
104701	OJEDA'S WELDING COMPANY	PW-ASPHALT HOT BOX REPAIR	PUBLIC WORKS	750.00
Total 104701:				750.00
104702	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE CONTRACT	PUBLIC WORKS	861.18
Total 104702:				861.18
104703	PENGUIN MANAGEMENT, INC.	FIR-AUDIO STREAMING/PAGING SYS	FIRE	948.00
Total 104703:				948.00
104704	PLOTE CONSTRUCTION INC. D.B.A.	PW-COLD PATCH 21.97 TON	MOTOR FUEL TAX	2,856.10
Total 104704:				2,856.10
104705	RAMROD DISTRIBUTORS, INC	JANITORIAL SUPPLIES	PUBLIC WORKS	192.22
Total 104705:				192.22
104706	STEINER ELECTRIC COMPANY	ANNUAL MAINTENANCE FOR PUMP STATI	PUMP STATION OPERATIONS	1,035.00
Total 104706:				1,035.00
104707	VALDIMIR TALLEY JR	FBINAA JULY TRAINING	POLICE	475.00
Total 104707:				475.00
104708	VILLAGE OF BROADVIEW	ACCT #9800200000 2/12-3/15/21	WATER COLLECTIONS	81.52
Total 104708:				81.52
104709	VOYA INSTITUTIONAL TRUST CO.	5% CONTRIBUTION *W.NORFLEET	VILLAGE MANAGER	306.03
Total 104709:				306.03
104710	YOUNG'S WELDING SERVICE	WATER KEY WELD	WATER & SEWER MAINTENANCE	120.00
Total 104710:				120.00
104711	COMCAST	POL-INTERNET SVC 11/12-12/11	POLICE	664.93
Total 104711:				664.93
104712	COMCAST	V/H-PHONE/INTERNET 12/29-1/28	FINANCE	481.86
Total 104712:				481.86
104713	COMCAST	300 FRED HAMPTON WAY *12/11-1/10	PARKS & RECREATION	286.32
Total 104713:				286.32
104714	COMCAST CABLE	PHONE/INTERNET/TRUNK SVCS	CENTRAL SERVICES	11,127.65
104714	COMCAST CABLE	PHONE/INTERNET/TRUNK SVCS	CENTRAL SERVICES	10,959.24

Check Number	Name	Description	Invoice GL Account Segment Title	Extended Price
Total 104714:				22,086.89
104715	FIRST INSURANCE FUNDING	GENERAL LIAB INS PMT *FEB 2021	HUMAN RESOURCES	14,913.45
Total 104715:				14,913.45
104716	FLEET SERVICES	FUEL *PW	PUBLIC WORKS	5,293.73
Total 104716:				5,293.73
104717	READY REFRESH BY NESTLE	CLERK-EQUIPMENT RENTAL	VILLAGE CLERK	34.34
Total 104717:				34.34
104718	STAPLES ADVANTAGE	POL-OFFICE SUPPLIES	POLICE	659.80
Total 104718:				659.80
Grand Totals:				1,438,633.11

VILLAGE OF MAYOOD

Warrant List #200511 through April 14, 2021

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

_____
President

_____
Village Manager

Attest

_____
Clerk

VILLAGE OF MAYWOOD

Open Invoices report as of April 14, 2021

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

_____
President

_____
Village Manager

Attest

_____
Clerk

GL Period	Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	Net Invoice Check Amount	GL Account Number
1701 PITNEY BOWES								
421	3104159775	1	EQUIPMENT RENTAL 8/30-11/29	Invoice	08/30/2020	886.65	886.65	01-14-54500
Total 3104159775:						886.65	886.65	
Total 1701 PITNEY BOWES:						886.65	886.65	
1702 PITNEY BOWES INC								
421	3104454297	1	RELAY INSERTING SYSTEM	Invoice	12/22/2020	310.21	310.21	01-40-54500
Total 3104454297:						310.21	310.21	
Total 1702 PITNEY BOWES INC:						310.21	310.21	
Total :						1,196.86	1,196.86	
Current period checks for future period invoices.								
226 AUTOZONE								
521	2692294531		Chk No: 104675 (1)	Calculated	04/08/2021		18.58-	01-10-20000
Total 2692294531:						.00	18.58-	
Total 226 AUTOZONE:						.00	18.58-	
441 COMCAST								
521	03252021		Chk No: 104680 (1)	Calculated	04/08/2021		119.08-	01-10-20000
Total 03252021:						.00	119.08-	
Total 441 COMCAST:						.00	119.08-	
533 D&K TRUCK SAFETY LANE								
521	7785		Chk No: 104689 (1)	Calculated	04/08/2021		120.00-	01-10-20000
Total 7785:						.00	120.00-	
Total 533 D&K TRUCK SAFETY LANE:						.00	120.00-	
2305 American Welding & Gas Inc.								
521	07705733		Chk No: 104673 (1)	Calculated	04/08/2021		127.49-	01-10-20000
Total 07705733:						.00	127.49-	
521	07725188		Chk No: 104673 (1)	Calculated	04/08/2021		296.58-	01-10-20000
Total 07725188:						.00	296.58-	
Total 2305 American Welding & Gas Inc.:						.00	424.07-	
Total Current period checks for future period invoices.:						.00	681.73-	
Grand Totals:						1,196.86	515.13	

GL Account Number	Debit	Credit	Net
01-10-20000	.00	681.73-	681.73-
01-14-54500	886.65	.00	886.65
01-40-54500	310.21	.00	310.21
Grand Totals:	1,196.86	681.73-	515.13

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
04/21	1,196.86	681.73-	515.13
Grand Totals:	1,196.86	681.73-	515.13

VILLAGE OF MAYWOOD
BOARD, COMMITTEE AND COMMISSION APPLICATION FORM

Applicant's Name: Tywanna Grace-Ford (Print)
Name of Board or Commission applying for: Beautification Commission
Home Address: [redacted]
Number of years in residence: 10
Home Phone Number: [redacted] Mobile Phone Number: [redacted]
Current Employer: School Dist. 89 / Retired - Sam Ed
Employer Address:
Occupation:
List education: Organizational Management Bachelor Degree

List any convictions of violation of local, state or federal law: None

The term "Village" as used in this Application includes all boards, commissions and committees of the Village (e.g., the Traffic Safety Commission, the Youth Commission, the Commission on Community Relations, the Special Events and Public Relations Commission, the Senior Citizens' Advisory Commission, the Economic Development Commission, the Environmental Beautification Commission, the Citizens' Water Review Committee, the Accessibility Commission, the Commission on Graffiti, the 2010 Census Complete Count Committee) as well as the Board of Local Improvements, the Board of Fire and Police Commissioners, the Emergency Telephone System Board and the Maywood Housing Authority.

The term "immediate family member" includes father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister, and including the father, mother, grandfather or grandmother of the individual's spouse and the individual's fiance or fiancée. (Definition taken from Section 10 of State Officials and Employees Ethics Act (5 ILCS 430/10)).

Are you, or any immediate family member who lives with you, currently involved in any lawsuit or legal action against the Village: ND

Do you currently serve as an appointed or elected official for any other unit of local government (e.g., library district, park district, school district, township commissioner, county), or any county, state or federal agency. If so, please describe your appointed or elected position and your current term of office.

Yes, Environmental Beautification Commission

Are you currently employed by any other unit of local government (e.g., library district, park district, school district, township, county), or any county, state or federal agency? If so, please describe your employment position and state whether your employer has any policies that would prohibit you from serving as an appointed official of the Village.

No

Do you, or any immediate family member who lives with you, currently do business with the Village or have a business relationship with a person or a company that does business with the Village? If so, please describe the type of business that you do with the Village or the business relationship(s) that you have with other persons or companies that do business with the Village.

No

Do you, or any immediate family member who lives with you, have any contracts (e.g., rental agreements, voucher agreements, leases, licenses, vendor agreements, business contracts, financial incentive agreements, etc.) with the Village or have any contracts with a person or a company that does business with the Village? If so, please describe the contracts that you have with the Village or with persons or companies that do business with the Village.

No

Do you, or any immediate family member who lives with you, own any real estate or buildings or a company (e.g., property management company or vendor or service company) that currently does business with the Village or has a contract with the Village or receives money or financial incentives from the Village? If so, please list the address of each real property and the owners for each real property; state the name of the company and owners of the company; and describe the contract or agreement:

No

Do you, or any immediate family member who lives with you, work for a company or own a company that currently does business with the Village or has a contract with the Village or receives money or financial incentives from the Village? If so, please describe the business relationship(s) and/or the contractual relationship(s) between the company and the Village, and state whether your salary or compensation is, directly or indirectly, related to the business relationship(s) or the contractual relationship(s) that exist with the Village.

No

Do you currently owe money to the Village of Maywood? If so, please describe the reason why you owe money to the Village, the amount of money due to the Village, and whether or not you are actively contesting the amount of money due to the Village.

No

Are you related to any Village employee or elected official? _____ (Yes) (No) If so, please disclose:

Resume: Attach if available.

What other volunteer obligations do you have? Census Volunteer

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this Application being disqualified from further consideration.

Signature: [signature] Date: 10-8-19

Form updated: 11-09-2015 (KTJ/MTJ)

Tywanna Rand

Maywood, IL | [redacted]

Commissioner| Community Activist

To perform the position of Administrative Assistant in a challenging environment where enormous experience in problem- solving is valued. In addition, effective teamwork, and respect for deadlines while providing administrative and entry-level talents with the goal of proving myself and growing with the company.

EXPERIENCE

District 89 School District | 2008- Present
Substitute Teacher
Worked with counselors, teachers, parents and support staff to promote positive student behavior and engagement

- Develop lesson plans and adjust as needed to present materials in succinct and coherent style.
- Differentiate instructions to meet all students' needs.
- Managed classroom of 25-35 students, grades K-8.
- Maintained effective classroom management strategies.
- Activate classroom engagement during lesson plans, and provide instruction as necessary.
- Ensure the classroom instruction is maintained in accordance with the school's policies, goals, and objective.

Proviso Leyden Council for Community Action (PLCCA) | Maywood, IL | 2005-2007
Case Manager/ Recruiter
Implemented and evaluated program initiatives while managing 10+ caseloads a week

- Help develop professional relationships with potential mentors and mentees.
- Supervise the matching of mentors and mentees, ensuring the success of the program.
- Complete the screening process for the candidates; grouping individuals with partners who had complimentary skills.
- Assisted with goal setting to help mentees accomplish their objectives and make the experience enjoyable.

Exelon Corporation | Oakbrook, IL | 1975-2003 (Retired)
Billing Analyst
Responsible for sending invoices out in order to bring revenue into the company

- Provide accurate and timely billing, while adhering to the protection of revenue.
- Followed up with internal and external personnel regarding outstanding issues.
- Identified any issues that may affect billing and determined proper course of action.
- Maintained good practices in standard methodologies and processes to deliver integrated solutions.
- Provided reports related to individual, billing, and collection activity
- Conducted research regarding discrepancies
- Reconciled billing records and reported income to upper management
- Provided excellent customer service
- Prepared documentation including all contract related correspondence, to provide weekly and monthly status updates to upper management regarding projects completion and financial status.

EDUCATION

Concordia University, River Forest, IL- **Bachelor of Arts**
Triton College, River Grove, IL- **Associate of Arts**

Accomplishments and Notable Mentions

- **Commissioner: The Environmental Beautification Project**
- **Chairman of the Village of Maywood's Christmas Tree Lighting**
- **Crusade Mercy Representative**
- **High accolades for outstanding duties in a courteous manner**
- **Commended for volunteering at Progressive Ministries and Hines V.A**
- **Assist with directing the West Suburban Senior Services**
- **Coordinate with Triton College on the Tree Planting Program**
- **Toastmasters Participant**
- **Healthy Eating representative**

References available upon request

Village of Maywood

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: WILLIE NORFLEET, JR.
VILLAGE MANAGER

Subject: DISCUSSION AND CONSIDERATION CONCERNING NOT PASSING THE PROPOSED 1.10% WATER RATE INCREASE FROM THE CITY OF CHICAGO EFFECTIVE JUNE 1, 2021 TO THE VILLAGE OF MAYWOOD WATER USERS

DATE: APRIL 20, 2021

The Village of Maywood has received notification that the City of Chicago will increase the water rate to the Village of Maywood by 1.10% on June 1, 2021. The annual water rate increase from the City of Chicago is an estimate of $39,000.

The Village of Maywood will be able to collect the increase of water cost through efficiency in the water operations and better collection of delinquent accounts.

The Village of Maywood has not passed on the water rate increase to the water users since January 1, 2015.

I recommend that the Village of Maywood do not pass on the proposed 1.10% water rate increase from the City of Chicago effective June 1, 2021 to the Village of Maywood water users.

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

RECEIVED MAR - 1 REC'D

February 26, 2021

Village of Maywood
40 Madison Street
Maywood, IL 60153

Attention: Mr. Willie Norfleet, Jr.
Village Manager

Re: 2021 Water Rates

Dear Valued Customer:

The Chicago Municipal Code states "beginning June 1, 2016, and every year thereafter, the annual rates shall be adjusted upwards, if applicable, by applying to the previous year's rates the rate of inflation, calculated based on the Consumer Price Index - Urban Wage Earners and Clerical Workers (Chicago All Items) published by the United States Bureau of Labor Statistics for the 365-day period ending on the most recent January 1. Any such annual increase, however, shall be capped at 105% of the previous year's rate." The Consumer Price Index inflation rate for 2020 was 1.10%.

Therefore, please be advised that the 1.10% water rate increase will take effect June 1, 2021. The rate will be as follows:

Effective June 1, 2021, the water rate is $30.79 per 1,000 Cubic Feet or approximately $4.13 per 1,000 gallons.

Additionally, we are adding renewed focus on strengthening our regional partnerships through the formation of a wholesale customer advisory council and the creation of a more transparent wholesale rate-setting methodology. We know having a safe, reliable source of drinking water is critical to the prosperity of our region. We value your partnership and look forward to working with you on these efforts in the near future.

Should you have any questions, please feel free to contact me at 312-744-7001.

Sincerely,

Andrea R.H. Cheng

Andrea R.H. Cheng, P.E., Ph.D.
Acting Commissioner

1000 EAST OHIO STREET, CHICAGO, ILLINOIS 60611

VILLAGE OF MAYWOOD
INTERDEPARTMENTAL MEMORANDUM

To: Willie Norfleet Jr., Village Manager

From: John West, Director of Public Works

RE: New Used Hot Box

Date: April 12, 2021

The public works department performs cold pothole patching utilizing heating trailers, one of the trailers has become unrepairable. Bonnell Industries has provided a quote for a refurbished used STEPP Hot Patch Trailer to replace the departments previous STEPP unit. The Cost is $8,000 and will be taken from Fiscal 2022 vehicle repair budget. This is an item of need for pothole maintenance on village streets. Please place this item on the April 20, 2021 BOT agenda for discussion and approval.

Cc; file

BONNELL INDUSTRIES INC
TRUCK & ROAD EQUIPMENT

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Order Number: 0150117
Order Date: 3/30/2021

Delivery Ticket only do not remit from the Sales Order. Invoice will arrive in the mail.

Bill To: 0000115
VILLAGE OF MAYWOOD
40 MADISON PLAZA
MAYWOOD, IL 60153-1307

Ship To:
VILLAGE OF MAYWOOD
40 MADISON PLAZA
MAYWOOD, IL 60153-1307

Phone: (708) 450-4482 Fax: (708) 450-4422
Confirm To: JOHN WEST Comment:

Phone:
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 30 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	**B-2968**		8,100.00	8,100.00
Location: 710		USED, STEPP MFG 4 TON DUMP HOT PATCH TRAILER WITH DIESEL FIRED BURNER AND AUTO TEMP CONTROL. THIS UNIT HAS A HEATED OIL JACKETED FLOOR AND SIDES FOR EVEN HEAT DISPLACEMENT, ELECTRIC BRAKES, TANDEM AXLES, STAINLESS STEEL TOOL HOLDERS, SHOVEL CLEANING COMPARTMENT, BATTERY CHARGER, MANUAL TOP AND REAR DOORS AND BURNER TIMER SERIAL # 4S9PHD3Y2CS1270			
(1.00)		**/TRADE IN**		100.00	-100.00
		USED, STEPP HOT PATCH TRAILER			

15% RESTOCKING FEE ON RETURNED ITEMS

NO RETURNS ON ELECTRICAL ITEMS

JRB

Net Order:	8,000.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	8,000.00
Less Deposit:	0.00
Order Balance:	8,000.00

Please Pay From Invoice
1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts

Salesperson: 0009 **Joey Bonnell**

VILLAGE OF MAYWOOD
INTERDEPARTMENTAL MEMORANDUM

To: Willie Norfleet Jr., Village Manager

From: John West, Director of Public Works

RE: New John Deere Z950M ZTraks

Date: April 12, 2021

The public works department performs lawn care for multiple parks and village properties utilizing zero turn riding mowers, two of the current mowers in the department fleet have become unrepairable. Shorewood Home and Auto, a John Deere dealer has provided a quote utilizing state bid pricing for two new Z950M machines to replace the departments Kubota ZG327 and Bobcat XRZ 52 mowers. The Cost is $18,187.82, $14,000 of which is budgeted in Fiscal 2022, and the remainder will be taken from Lands & Buildings repair budget. These are items of need for lawn care maintenance on village parks & lots. Please place this item on the April 20, 2021 BOT agenda for discussion and approval.

Cc; file

JOHN DEERE

YOUR CONTRACT.
YOUR QUOTE.
YOUR HELP REQUESTED.

Ensure your equipment arrives with no delay. Issue your Purchase Order or Letter of Intent.

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: John Deere Company 2000 John Deere Run Cary, NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

For any questions, please contact:

Michael Pate

Shorewood Home and Auto
13639 West 159th Street
Homer Glen, IL 60491

Tel: 708-301-0222
Mobile Phone: 815-258-3299
Fax: 708-301-0230
Email: mike@shorewoodhomeandauto.com

The John Deere Government Sales Team

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Shorewood Home and Auto
13639 West 159th Street
Homer Glen, IL 60491
708-301-0222
monica@shorewoodhomeandauto.com

Quote Summary

Prepared For:
Village Of Maywood
IL

Delivering Dealer:
Shorewood Home and Auto
Michael Pate
13639 West 159th Street
Homer Glen, IL 60491
Phone: 708-301-0222
Mobile: 815-258-3299
mike@shorewoodhomeandauto.com

Office# 708-450-4463
Email: jwest2@maywood-il.org
Cell# 708-491-8842

Quote ID: 24030851
Created On: 31 March 2021
Last Modified On: 31 March 2021
Expiration Date: 28 April 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z950M ZTrak	$ 13,573.00	$ 9,093.91	X	2	=	$ 18,187.82

Contract: IL PSD Mowers 4018512 (PG 97 CG 22)
Price Effective Date: September 4, 2017

Equipment Total **$ 18,187.82**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 18,187.82
Trade In	
SubTotal	**$ 18,187.82**
Est. Service Agreement Tax	$ 0.00
Total	$ 18,187.82
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 18,187.82**

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 24030851 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Shorewood Home and Auto
13639 West 159th Street
Homer Glen, IL 60491
708-301-0222
monica@shorewoodhomeandauto.com

JOHN DEERE Z950M ZTrak

Hours:
Stock Number:
Contract: IL PSD Mowers 4018512 (PG 97 CG 22)
Price Effective Date: September 4, 2017

Suggested List *
$ 13,573.00
Selling Price *
$ 9,093.91

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0693TC	Z950M ZTrak	2	$ 12,129.00	33.00	$ 4,002.57	$ 8,126.43	$ 16,252.86
	Standard Options - Per Unit						
001A	United States/Canada	2	$ 0.00	33.00	$ 0.00	$ 0.00	$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	2	$ 949.00	33.00	$ 313.17	$ 635.83	$ 1,271.66
1504	60 In. Side Discharge Mower Deck	2	$ 0.00	33.00	$ 0.00	$ 0.00	$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	2	$ 495.00	33.00	$ 163.35	$ 331.65	$ 663.30
	Standard Options Total		**$ 1,444.00**		**$ 476.52**	**$ 967.48**	**$ 1,934.96**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 13,573.00**		**$ 4,479.09**	**$ 9,093.91**	**$ 18,187.82**

Confidential

Quote ID :24030851

Product features, prices and specifications are based on published information at the time of publication and are subject to change without notice. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted. Products, product features, and other content on this site may only be accurate for products marketed and sold in North America.
Copyright © 1994- 2021 Deere & Company. All Rights Reserved.
File Created: 31-Mar-2021

2021 JOHN DEERE Z950M ZTrak

Key Features

Michelin® X® Tweel® Turf airless radial tire technology for ZTrak™ Mowers eliminates downtime and reduces cost of operation

Heavy-duty construction provides the ultimate in performance and reliable operation:
- High-strength poly-resin spokes carry the load.
- Four-hole, heavy-duty steel hub for durability.
- Deep, open-tread design provides excellent cleaning and traction.
- Zero degree, high-tensile proprietary carcass provides great lateral stiffness while resisting damage from impact and penetration.

NOTE: In some cases, different size Tweel tires are required depending on the mower deck size.



Michelin X Tweel Turf



Michelin X Tweel Turf

Tires deliver exceptional traction and maneuverability

The ZTrak M Series Mowers with 48-in. (122-cm) mower decks come with 24x9.5-12 4 PR drive tires. M Series Mowers with 54-in. (137-cm), 60-in. (152-cm), and 72-in. (183-cm) decks come with 24x12-12 4 PR drive tires. All M Series Mowers are equipped with 13x6.5-6 front flat-free semi-pneumatic caster tires for the following:
- Excellent traction, flotation, and curb climbing
- Low center of gravity to increase hillside mowing capability
- Caster wheels and caster wheel towers with sealed bearings for long life and easy steering
- Offset front caster wheels to help improve the inside corner-trim performance and also reduce between-blade striping

Michelin, X, and Tweel are trademarks of Michelin North America, Inc.

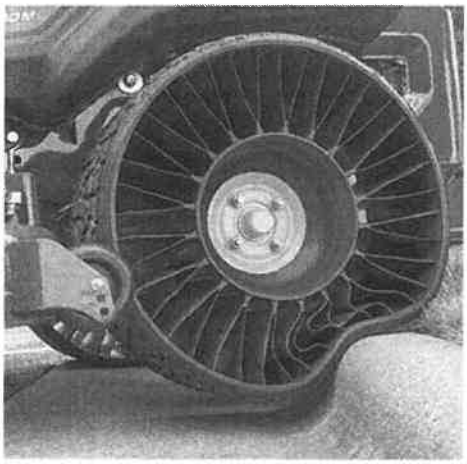
Quote ID :24030851



Drive tire



Front caster tire



Flat-free rear tire shown on ZTrak™ Mower

John Deere provides the commercial mower industry with the Michelin X Tweel Turf technology for Commercial ZTrak Mowers:

- 24x12N12 as an ordering option code for ZTrak Gas Mowers with 54 in., 60 in., and 72 in. (137-cm, 152-cm, and 183-cm) Mower Decks
- 24x12N12 is also available as base code equipment for ZTrak Gas Mowers with 54 in., 60 in., and 72 in. (137-cm, 152-cm, and 183-cm) Mower Decks (ordering information available at Configurator on the Tweel model page)
- 24x12N12 as an ordering option code for ZTrak Z994R Diesel with 54 in., 60 in., and 72 in. (137-cm, 152-cm, and 183 cm) Mower Decks
- 26x12N12 as an ordering option code for Z997R Diesel with 60 in. and 72 in. (152-cm and 183-cm) Mower Decks

Michelin is a world leader in tire manufacturing and technology. This airless radial tire solution is an industry first for John Deere, which provides an additional advantage to John Deere customers.

Advantages of the Michelin X Tweel Turf include:

- Mowing performance is improved.
  - Rutting is reduced because the Michelin X Tweel Turf has more support across the surface for improved flotation and better ground contact.
  - Unique energy transfer within the poly-resin spokes reduces the bounce associated with pneumatic tires.
  - Excellent curb climbing is possible due to the Michelin X Tweel Turf construction and flexibility.
  - More consistent cut quality is achieved because inconsistent tire pressure is eliminated.
- Uptime is improved.
  - The exclusive technology eliminates downtime and associated cost due to flat or damaged tires.
  - Punctures and sidewall damage no longer result in downtime.
- Cost of operation is reduced.
  - Cost of repairs and maintenance is reduced. One single unit replaces the current tire, wheel, and valve assembly. There is no need for complex tire-mounting equipment.
  - No need to spend time checking and optimizing tire pressure.
  - The need to purchase and stock plug kits and spare tires is eliminated, particularly for professional landscape contractors and government agencies who normally stock them.

Confidential

Quote ID :24030851

• The tire tread will last up to three times longer than current pneumatic tires because automotive-grade rubber is used for the tread.

Key Features

Three-year, bumper-to-bumper warranty



Z955M ZTrak™ Mower



Z955R ZTrak Mower

Base Equipment On: Z915E, Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

E and M Series 3-year, 1200-hour bumper-to-bumper warranty

An exclusive 2-year, unlimited hour/3-year, 1200-hour (whichever comes first) bumper-to-bumper warranty is standard for all John Deere E and M Series Mowers. The warranty is best in its class and places John Deere at the forefront of commercial mowing. It is also hassle free, with one company handling all of the paperwork.

NOTE: 36 months or 1200 hours, whichever comes first. For the first 24 months, there is no hour limitation.

Base Equipment On: Z915E, Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

R Series 3-year, 1500-hour bumper-to-bumper warranty

An exclusive 2-year, unlimited hour/3-year, 1500-hour (whichever comes first) bumper-to-bumper warranty is standard on all John Deere R Series mowers. The warranty is best in the industry and puts John Deere at the forefront of commercial mowing. It is also hassle free, with one company handling all of the paperwork.

NOTE: 36 months or 1500 hours, whichever comes first. For the first 24 months, there is no hour limitation.

Base Equipment On: Z915E, Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

Confidential

JOHN DEERE

Quote ID :24030851

Mower decks are safety certified



Z950M ZTrak Mower

Mowers decks are evaluated by the manufacturer (John Deere Turf Care) and conform to American National Standards Institute (ANSI) B71.4 2004 safety certification specifications for commercial turf care equipment.

Base Equipment On: Z915E, Z920M, Z930M, Z945M EFI, Z950M, Z955M EFI, Z960M, Z930R, Z950R, Z955R EFI, Z970R

Product Specification Details :

Manufacturer Z950M (Model year 2021)	
Model	
Engine	
Manufacturer/Model	FX850V
Power	Gross at 3,600 rpm: 27 hp
Displacement	52 cu in.
Cylinders	Two
Crankcase capacity	With filter, 2.4 U.S. qt
Oil filter	Full flow, replaceable
Lubrication	Full pressure
Cooling	Air
Air cleaner	Heavy-duty canister type with safety element
Pre-cleaner	Yes
Fuel system	
Fuel type	Gasoline
Fuel consumption	Under normal conditions, load, operation, and dependent on loads and operating conditions 1.1-1.9 U.S. gal./hr
Fuel tank capacity	11.5 U.S. gal.
Fuel tank switch/shut-off valve	Yes
Electrical system	
Charge system	20 amp
Battery voltage	12 V
Cold cranking amp	300 amp
Hour meter	Standard, digital
Operator presence starting system	Brake-N-Go (hand)
Drivetrain	
Transmission	Hydrostatic
Hydraulic pumps	---
Wheel motors	Tuff Torq heavy-duty integrated piston wheel motor
Forward	0-10
Forward	0-16.1
Reverse	0-4.5
Reverse	0-7.2
Speed range	0-10
Speed range	0-16.1
Speed and direction control	Twin levers
Hydraulic capacity	5.9 U.S. qt
Hydraulic oil cooler	---

Confidential

Quote ID :24030851

Filter	Internal, replaceable
Tires	
Drive wheels	24x12-12
Rear tires	—
Load rating	4 PR
Brakes	
Dynamic braking	Twin levers
Park brake	Internal wet disk integrated in the transmission
Park brake actuation	Hand brake
PTO	
Type	Electro-magnetic, 225 lb-ft
Drive	V-belt
Mower decks	
Size	54 Mulch On Demand, 60, 72 in.
Deck construction	—
Deck thickness	7 gauge
Discharge	Side, Mulch On Demand, rear
Height-of-cut range	1-5.5 in.
Increments	0.25 in.
Increments	0.64 in.
Cutting width	54, 60, 72 in.
Blades	
Length	Varies by deck size
Thickness	0.25 in.
Blade tip speed	Approximately 18,000 fpm
Number	Three
Wheels	
Caster wheel type	Flat free
Caster wheels	13x6.5-6
Front anti-scalp rollers	RH, center, LH
Rear anti-scalp rollers	Standard
Dimensions	
Length	84 in.
Width	With chute down, 74, 86 in.
Height	With ROPS up, 73 in.
Weight	1,275 to1,365 lb
Buyer's note	
Warranty	36 months or 1200 hours, whichever comes first
Key Specs	
Engine Manufacturer/model	FX850V
Engine power	Gross at 3,600 rpm: 27 hp
Fuel tank capacity	11.5 U.S. gal.
Mower deck size	54 Mulch On Demand™ system, 60, 72 in.
Blade tip speed	Approximately 18,000 fpm
Transmission	Hydrostatic
Speed range	0-10 mph
Drive wheels	24x12-12
Caster wheels	13x6.5-6
Warranty	36 months or 1200 hours, whichever comes first
Operation	
Rollover protective structure (ROPS)	Yes
Slope operating limit	20 degrees (10 degrees with material collection system installed)
Additional information	
Date collected	1-Sep-2020

Confidential

Village of MAYWOOD
40 MADISON STREET • MAYWOOD, ILLINOIS 60153 • (708) 450-4405
Community Development

TO: Willie Norfleet Jr., Village Manager

FROM: Angela Smith, Coordinator of Business Development

DATE: April 20, 2021-BOT Agenda

RE: Façade Improvement – 100 W. Madison; Windows, Tuckpoint, and Doors

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 to increase investment within our business districts and show the Village's commitment to Maywood's business corridors. The program uses TIF funds to match the owner's cost; the program can be used 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 up to $25,000.00 at the end of the project after an inspection is completed.

Please find attached an application for a new construction building for participation in the Façade Improvement Program, located at 100 W. Madison. The building will consist of 1800 sq.ft. of Commercial on the ground floor with 1800 sq. ft of residential apartments above. The owner is requesting funds for window, doors, stucco, and painting. By submission of application the businesses have been made aware of all permitting requirements.

FISCAL IMPACT: Reduction from Madison TIF Fund of $25,00.00.

RECOMMENDATION: Approval and authorization of payment of funds upon completion from the Madison TIF in the amount of $25,000.00 for Façade improvements to 100 W. Madison participation in the Façade Program.

Attachments: Application

MAYWOOD
Village of Eternal Light

VILLAGE OF MAYWOOD - MAYWOOD COMMUNITY DEVELOPMENT CORPORATION
MATCHING GRANT FAÇADE PROGRAM
APPLICATION

APPLICANT INFORMATION

Mohmmad Musa — 708.6234488 — (708) 623-4488
Applicant Name — Phone (w) — Phone (h)

12701 Misty Harbour Lane Palos Park, IL. 60464
Mailing address (Street/City/State/Zip)

moemusa29@yahoo.com
Email address — Phone (c)

BUILDING INFORMATION

Sharks Fish & Chicken — 100 W. Madison St. Maywood, IL. — 708.623.4488 — adayrestaurantgro@gmail.com
Building own Name — Address — Telephone — Email

Mohmmad Musa (owner) — 100 W Madison Maywood, IL 60153
Applicant is Owner /Tenant — Street Address(es) of building for which grant is sought

1 — 2 — 1806 Square ft.
Total number of storefronts — Number of stories — Building frontage (in feet)

ATTACHMENTS:

Photo — ✓ Design/drawing — Bids/Estimates — Lease — Proof of Ownership — myself 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 — 01-24-2021 Date

Received - April 20, 2021 - BOT ASmith

MAYWOOD
Village of Eternal Light

PROJECT INFORMATION

posed use of funds (Check all that apply and briefly describe work)

pe of Work		Est. Cost
ck Cleaning and tuck-pointing	brick work to exterior / stucco	$ 49,000
refront rehab/replacement	replace storefront / exterior framing	$ 20,800
ndow/door repair/replacement	replace windows & doors (aluminum)	$ 22,000
inting of exterior surface	paint exterior gray	$ included with stucco
terior lighting	add lighting	$ 5,000
idewalk/parking lot	concrete sidewalk /parking lot striping and paving	$ 33,200 ~~N/A~~
gnage	Put up new sign /sign does not include post	$ 10,000
otal Cost of Project	$140,000 ea	$ 140,000
otal Grant Request	$ 25,000 ea	$ 140,000 ea

ote: Applicant must provide copy of proof of ownership, all proposed materials and design drawings for estimated scope of work and, upon ompletion, a copy of the contractors' waivers of lien for evidence of payment.

TTACH:

- ✓ Building design
- ____ Bids and/or estimates
- ✓ Color samples
- ____ Catalog cuts of lighting fixtures
- ____ Sign design
- ____ Logo for business signage

4CDC/FacadeGuidelines.doc

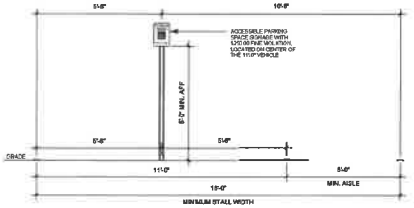
Office Use Only:
Date Received:
Committee Meeting Date:
unds Deposit into Account #:

Grant Awarded:

Applicant Notified:



PROPOSED BUILDING EXTERIOR

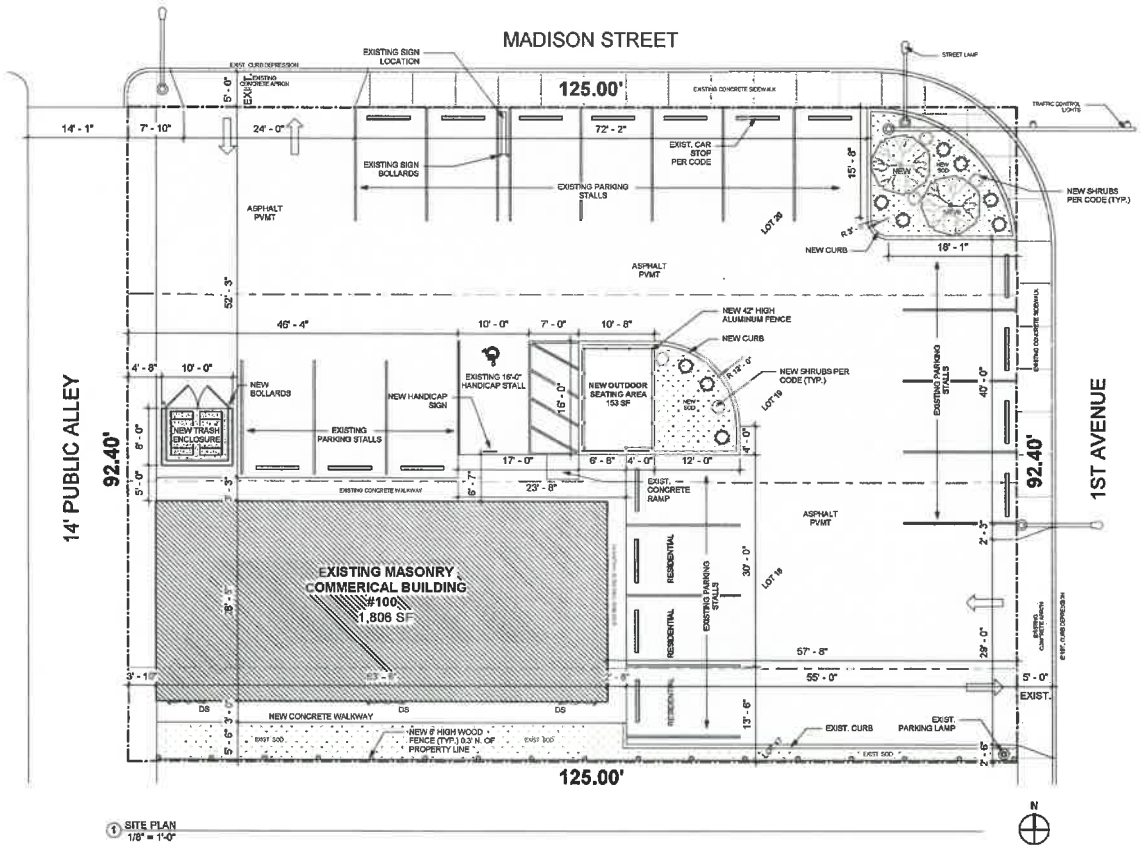


2 ACCESSIBLE PARKING SPACE
NTS

-2ND FLOOR FIRE SPRINKLER SYSTEM DRAWINGS SHALL BE SUBMITTED BY ATHIRD PARTY CONTRACTOR UNDER A SEPARATE AND SHALL COMPLY IN ACCORDANCE WITH NFPA 13.

-THIRD PARTY CONTRACTOR WILL PROVIDE SIGNAGE DETAILS AND APPLY FOR A SEPARATE PERMIT FOR PROPOSED SIGNAGE.

ZONING DATA	
ZONING DISTRICT:	C-3
OCCUPANCY:	GENERAL COMMERCIAL (RETAIL)
LOT AREA:	125.00'x92.40'= 11,550 SQ. FT.
EXIST. BUILDING AREA	1,789 SQ. FT.
EXIST. BUILDING HEIGHT	14'-0" (1 STORY)
MAX ALLOWABLE AREA:	9,500 SQ. FT.
MAX ALLOWABLE HEIGHT:	2 STORIES
PROPOSED OCCUPANCY USE:	A-2 ASSEMBLY & R-3 RESIDENTIAL
PROPOSED 1ST FLOOR BLDG. AREA:	1,806 SQ. FT.
PROPOSED 2ND FLOOR BLDG. AREA:	1,806 SQ. FT.
CONSTRUCTION TYPE:	IIIB
OCCUPANCY LOAD (A-2):	1 / 15 SF NET (328) = 22
OCCUPANCY LOAD (R-3):	1 / 200 SF GROSS (1641) = 8
REQ. CARRY-OUT RESTAURANT PARKING (3 / 1000 SF GFA)	5 SPACES
REQ. HANDICAP PARKING (1 / 25 STALLS)	1 SPACE
REQ. APARTMENT PARKING (1.5 / UNIT)	3 SPACE
REQ. PARKING (1 / 60 SF OF PUBLIC SEATING)	7 SPACES
TOTAL REQ. PARKING	16 SPACES
PROPOSED RESTAURANT PARKING	15 SPACES
PROPOSED HANDICAP PARKING	1 SPACE
PROPOSED APARTMENT PARKING	3 SPACE
TOTAL PARKING	19 SPACES
PROPOSED LANDSCAPED AREA: (EXISTING INCLUDED)	883 SQ. FT.
PROPOSED OUTDOOR SEATING AREA:	153 SQ. FT.



1 SITE PLAN
1/8" = 1'-0"

INTERIOR BUILD-OUT AND 2ND STORY ADDITION OF EXISTING COMMERCIAL BUILDING

NOTICE TO CONTRACTOR:
1. THE ARCHITECT OF RECORD IS PROVIDING PLANS ONLY. NO OTHER TYPE OF ARCHITECTURAL SERVICE IS INTENDED OR IMPLIED. THESE PLANS ARE TO BE USED BY A COMPETENT LICENSED CONTRACTOR KNOWLEDGEABLE IN THE BUILDING TRADES, WHO WILL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR THEM.
2. ADMINISTRATION OF THE CONTRACT WILL BE BY OWNER OR HIS REPRESENTATIVE. THE CONTRACTOR AND THE OWNER SHALL BE SOLELY RESPONSIBLE FOR THE BUILDING CONSTRUCTION PROCESS MEANS AND METHODS AND JOBSITE SAFETY.
3. THE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT - THE DIMENSIONS OF THE BUILDING, MAJOR ARCHITECTURAL ELEMENTS, AND TYPE OF STRUCTURAL SYSTEM. THE DRAWINGS DO NOT DESCRIBE ALL THE WORK REQUIRED FOR SUCCESSFULLY COMPLETING THE PROJECT. BASED ON THE DRAWINGS, THE CONTRACTOR MUST FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
4. DECISIONS OF THE ARCHITECT REGARDING THE ITEMS OF WORK INCLUDED WITHIN THE SCOPE OF THIS DOCUMENT WILL BE FINAL AND BINDING ON THE CONTRACTOR AND THE OWNER.
5. THE CONTRACTOR MUST THOROUGHLY EXAMINE THE DRAWINGS TO DETERMINE THE SCOPE AND THE INTENT OF THESE DOCUMENTS AND DRAWINGS. THE CONTRACTOR MUST VISIT THE SITE AND BECOME INFORMED OF ALL EXISTING CONDITIONS, DIMENSIONS AND LIMITATIONS UNDER WHICH THE WORK IS TO BE PERFORMED. IF ANY DISCREPANCIES OR OMISSIONS ARE DISCOVERED, THE CONTRACTOR MUST NOTIFY THE ARCHITECT AND OBTAIN CLARIFICATIONS BEFORE SUBMITTING HIS BID. FAILURE TO GIVE NOTICE OR OBTAIN CLARIFICATION WILL NOT BE CAUSE FOR ADDITIONAL COMPENSATION.
6. THE CONTRACTOR MUST FURNISH SKILLED LABOR, MATERIALS, EQUIPMENT, APPLIANCES AND SERVICES, AND PERFORM ALL OPERATIONS NECESSARY TO COMPLETE THE WORK IN A SAFE AND WORKMANLIKE MANNER WITHIN THE OWNER'S SCHEDULE.
7. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS - DO NOT SCALE DRAWINGS.
8. ALL EXTERIOR DIMENSIONS ARE TO FACE OF BRICK OR CONCRETE.
9. ALL MATERIALS AND EQUIPMENT MUST BE INSTALLED PER MANUFACTURER INSTRUCTIONS AND RECOMMENDATIONS, AND TO THE BEST INDUSTRY STANDARDS.
10. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND PROPER DISPOSAL OF ALL DEBRIS GENERATED BY THE WORK. CLEAN UP IS REQUIRED ON DAILY BASIS.

LIMITATION OF WARRANTY OF ARCHITECTS WORK PRODUCT:
THE ARCHITECT AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK PRODUCT HEREIN BEYOND REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE ARCHITECT OF ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT KNOWLEDGE AND CONSENT OF THE ARCHITECT, OR IN CONTRADICTION TO THE ARCHITECT'S WORK OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY OF THE PARTIES RESPONSIBLE FOR SAID ACTIONS.

APPLICABLE CODES:

2003	INTERNATIONAL BUILDING CODE (w/ LOCAL AMENDMENTS)
2003	INTERNATIONAL MECHANICAL CODE (w/ LOCAL AMENDMENTS)
1999	NATIONAL ELECTRICAL CODE (w/ LOCAL AMENDMENTS)
2015	ENERGY CONSERVATION CODE (w/ LOCAL AMENDMENTS)
2014	ILLINOIS STATE PLUMBING CODE (w/ LOCAL AMENDMENTS)
2016	ILLINOIS STATE ACCESSIBILITY CODE (w/ LOCAL AMENDMENTS)
2013	INTERNATIONAL FIRE CODE AND NFPA 101

CERTIFICATION STATEMENT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF CONFORM TO THE CURRENT EDITION OF THE VILLAGE OF MAYWOOD BUILDING AND ZONING CODE.

SIGNED: ..... DATE: 07-28-2020

DRIANA A. BABICZ
001-023574
STATE OF ILLINOIS

BAU DESIGN & DEVELOPMENT
Illinois License Number: 001-023574 Exp. 11/2020

ENERGY CONSERVATION STATEMENT

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ATTACHED PLANS

(x) FULLY COMPLY ( ) NEED NOT COMPLY

WITH THE REQUIREMENTS OF THE LOCAL INTERNATIONAL ENERGY CONSERVATION OF CODE

SIGNED: ..... DATE: 07-28-2020

(Arch. S.E. or P.E.) Illinois License Number: 001-023574

DRAWING INDEX	
Sheet Name	Sheet Number
COVER	A100
DEMOLITION PLANS	A101
PROPOSED PLANS	A102
PROPOSED PLANS	A103
PROPOSED PLANS	A104
PROPOSED PLANS	A105
LANDSCAPE PLAN	A106
ELEVATIONS	A201
SECTION & DETAILS	A301
WALL ASSEMBLIES & OCCUPANCY PLANS	A401
HANDICAPPED & EXITS	A501
STRUCTURAL	S101
STRUCTURAL	S102
MECHANICAL	M101
MECHANICAL	M102
ELECTRICAL	E101
ELECTRICAL	E102
PLUMBING	P101

COVER

SUBMIT FOR PERMIT
07-28-2020

BAU
Design & Development
1302 South 5th Avenue
Des Plaines, IL 60018
Phone: (224) 388-8914
Email: archdb28@gmail.com

INTERIOR BUILD-OUT AND 2ND STORY ADDITION OF EXISTING COMMERCIAL BUILDING
100 MADISON STREET
MAYWOOD, IL 60153

DRIANA A. BABICZ
001-023574
STATE OF ILLINOIS

DATE: 07-28-2020
PROJECT: #20-040 DB
SHEET NO. A100

COPYRIGHT BAU DESIGN & DEVELOPMENT

7/28/2020 10:04:43 AM

ZENEX CONSTRUCTION INC.

8210 s. New England Ave.

Burbank IL. 60459

Tel: (708) 372-7008

Email: zenexconstruction@yahoo.com

PROPOSAL

OWNER NAME: Moe Musa (Sharks Fish and Chicken)

JOB ADDRESS: 100 Madison St, Maywood IL. 60153

Zenex Construction will do the following exterior work:

1.) Demolition
2.)Brickwork
3.)Stucco
4.)Framing
5.)Aluminum store front
6.)Sidewalk
7.)Paving

TOTAL COST: $140,000

Signature_____ **February 1st 2021**



Estimate

Date	Estimate #
2/2/2021	4689

Ashdel Remodeling

10125 S. Roberts Road
Suite 102
Palos Hills, IL. 60465
708-549-6886

Name / Address
Sharks Fish & Chicken Moe Musa 100 Madison Street Maywood, IL. 60153

Item	Description/ Detail of Work	Cost	Total
Exterior work Demolition Paving Sidewalk Framing Aluminum/Stor... Brickwork	Exterior Work as listed below:	152,500.00	152,500.00
		Total	$152,500.00

Payments Terms will be taken in 3 separate intervals. 40% due upon the first day of business; 40% halfway toward completion of project; and 20% on final completion.
Note: Clients are responsible for purchasing ALL City Permits required. Contractor will go over all measurements and materials with clients that needs to be ordered. *Note: Ashdel would like the client's permission to use photos of the work that will be taking place on the property for advertising*

Signature _____ Secondary Signature _____ Date _____

AAA GROUP CONTRACTORS INC 14225 S Mallard Dr Orland Park Il 60467
7085142326

340222021

Estimate

Customer

Name	Moe Musa		
Address	100 Madison		
City	Maywood	State IL	ZIP 60153
Phone			

Misc

Date	2/2/2021
Order No	
Rep	340222021
Claim #	

Qty	Description	Unit Price	TOTAL
	AAA GROUP CONTRACTORS INC will do afacelift to the bulding which includes brick , stucco, aluminuim storefront, sidewalk and paving		

	Subtotal	$	165,800.00
	Shipping		
over head profit	10.00%	$	-
	over head		0%
	TOTAL	$	165,800.00

Payment Check

Signature
Name
CC #
Expires

Full payment is due when work is completed
Bid price given is only good for 30 days

235-C1 235

SW 7071
Gray Screen

235-C2

SW 7072
Online

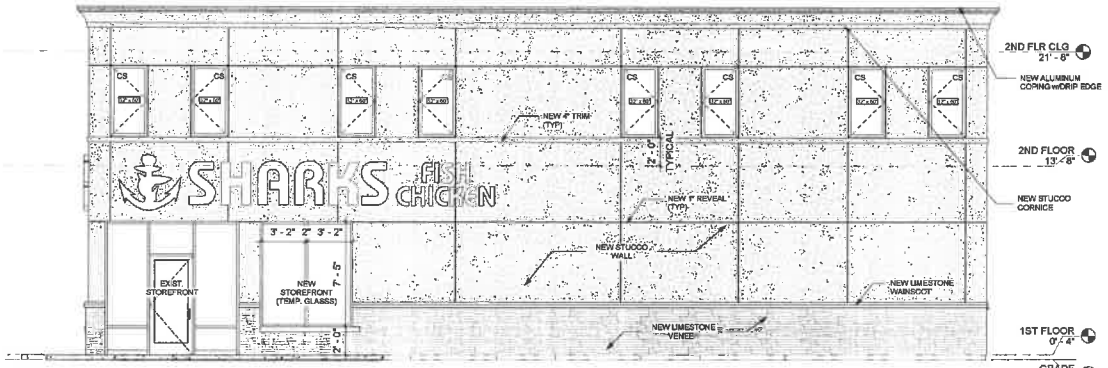
235-C3

SW 7073
Network Gray

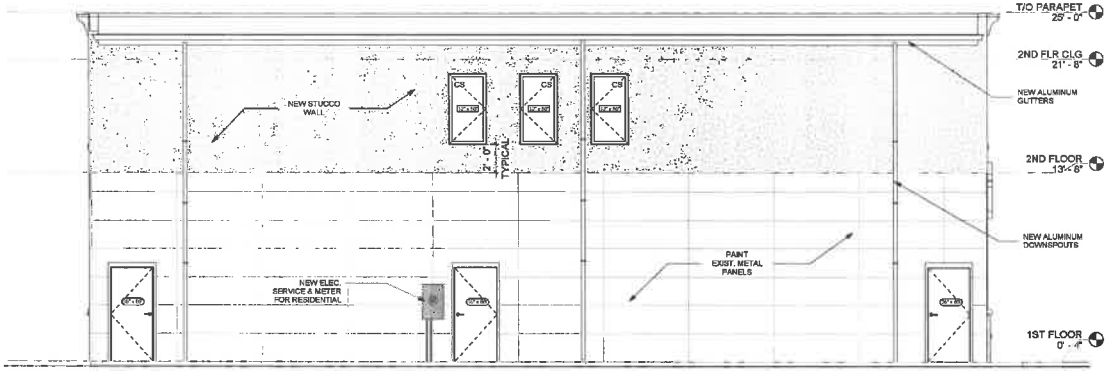
235-C4

SW 9162
African Gray

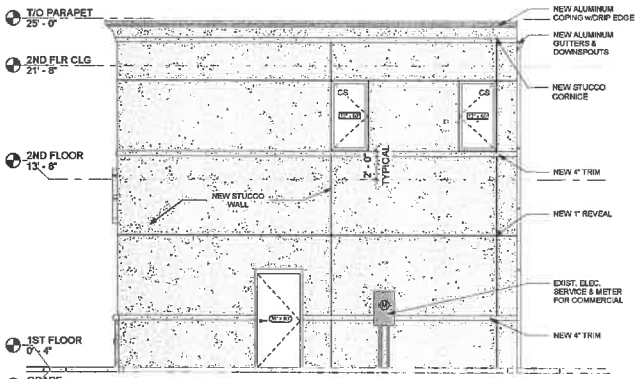
ELEVATION MATERIAL SCHEDULE		
LOCATION	DESCRIPTION	MANUF.
SIDING	STUCCO (GREY COLOR)	
SIDING	THIN SET LIMESTONE VENEER (EARTH-TONE COLOR)	
SIDING	EXISTING METAL PANELS (GREY COLOR - MATCH STUCCO)	
TRIM	STUCCO 4" (DARK GREY COLOR)	
TRIM	LIMESTONE WAINSCOT (LIGHT NEUTRAL COLOR)	
ROOFING	RUBBER ROOF (WHITE COLOR)	
WINDOWS	ALUMINUM (DARK BROWN COLOR)	
STOREFRONT WINDOWS	ALUMINUM (DARK BRWON COLOR)	
STOREFRONT DOORS	ALUMINUM (DARK BROWN COLOR)	
PRIVATE ENTRY DOORS	HOLLOW METAL (DARK GREY COLOR)	
GUTTERS & DOWNSPOUTS	ALUMINUM (DARK BROWN COLOR)	
COPING	ALUMINUM (DARK GREY COLOR)	
SILL	LIMESTONE (LIGHT NEUTRAL COLOR)	



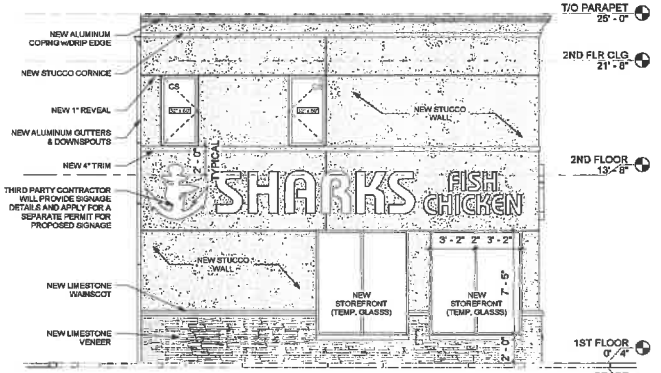
1 NORTH ELEVATION
1/4" = 1'-0"



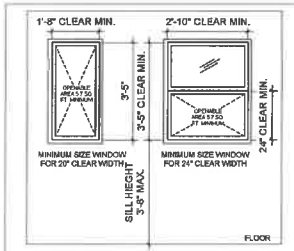
2 SOUTH ELEVATION
1/4" = 1'-0"



3 WEST ELEVATION
1/4" = 1'-0"



4 EAST ELEVATION
1/4" = 1'-0"



EGRESS WINDOW SIZE & LOCATION REQUIREMENTS

EGRESS WINDOW MUST HAVE:

A MINIMUM CLEAR OPENABLE WIDTH OF 20 INCHES
A MINIMUM CLEAR OPENABLE HEIGHT OF 24 INCHES
A MINIMUM CLEAR OPENABLE AREA OF 5.7 SQUARE FEET
(TO OBTAIN THE 5.7 SQUARE FOOT OPENABLE AREA, ONE OR BOTH DIMESIONS MUST BE INCREASED.)
A FINISHED SILL HEIGHT THAT IS NOT MORE THAN 44 INCHES ABOVE FINISHED FLOOR

WINDOW WELLS

IF THE EMERGENCY ESCAPE WINDOW OPENING IS BELOW GRADE, A WINDOW WELL MUST BE INSTALLED ON THE OUTSIDE OF THE BUILDING. THE WINDOW MUST:

BE A MINIMUM OF 36 INCHES WIDE AND GIVE ACCESS TO AN AREA THAT IS A MINIMUM OF 9 SQUARE FEET WITH WINDOW FULLY OPEN HAVE A MINIMUM OF 6-INCH DROP FROM THE WINDOW SILL TO THE GROUND INCLUDE LATTER IF THE WELL IS MORE THAN 44 INCHES DEEP

SUBMIT FOR PERMIT
07-28-2020

BAU
Design & Development
1302 South 5th Avenue
Des Plaines, IL 60018
Phone: (224) 388-8914
Email: archdb2k@gmail.com

INTERIOR BUILD-OUT AND 2ND STORY ADDITION OF EXISTING COMMERCIAL BUILDING
100 MADISON STREET
MAYWOOD, IL 60153

LICENSED ARCHITECT
DEBRA A. BIRGEL
001-023074
STATE OF ILLINOIS

DATE: 07-28-2020
PROJECT: #20-040 DB
SHEET NO: A201

ELEVATIONS

COPYRIGHT BAU DESIGN & DEVELOPMENT

7/28/2020 10:26:37 AM

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 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 T. Jurusik**

DATE: **April 14, 2021**

RE: **Village Board Turnover and Oaths of Office Based on April 6, 2021 Municipal Elections**

Based on the Consolidated General Election that took place on April 6, 2021, I want to make you aware of the following post-election dates:

Section 22-17(a) of the Illinois Election Code (10 ILCS 5/22-17(a)) provides that Cook County has twenty-one (21) days to canvass the vote following the election, meaning the **official results may not be available until as late as April 27, 2021.**

Pursuant to Section 30.26(E) (Elections And Terms Of Board Of Trustees) of the Maywood Village Code, please be advised that the **newly elected Village officials are scheduled to be sworn in at the second Regular Village Board Meeting in May** after the election, **which is set for Tuesday, May 18, 2021 at 7:00 P.M.**

> **Section 30.26 Elections And Terms Of Board Of Trustees.**
>
> * * *
>
> **(E) Newly elected officials shall be sworn in at the second regular meeting in May following the election.** (1997 Code, § 2.02) (Am. Ord. CO-07-07, passed 2-20-2007)

As I have done in the past, I am willing to volunteer my time to conduct an orientation, for all elected and appointed Village officials, that would cover the pertinent provisions of the Village Code, the Illinois Municipal Code, the Freedom of Information Act, the Open Meetings Act, the State Ethics Act, and other federal, state and county laws and regulations that need to be complied with by the Village officials.

If there are any questions, please contact me.

Mike

cc: Viola Mims, Village Clerk
Willie Norfleet, Jr., Village Manager

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

mamarrs@ktjlaw.com
DD 312.984.6419

15010 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: **April 14, 2021**

RE: **An Ordinance Approving Map Amendments and a Parking Variation relative to Various Properties – AVW Expansion**

Per the preliminary approval given at the March 16, 2021 Special Village Board Meeting, I have enclosed the following document for consideration and action at an upcoming Village Board Meeting:

AN ORDINANCE AMENDING THE VILLAGE OF MAYWOOD ZONING MAP TO REZONE CERTAIN REAL PROPERTY LOCATED AT 109 AND 115 SOUTH 9TH AVENUE, MAYWOOD, CURRENTLY DESIGNATED AS R-3 TWO FAMILY RESIDENTIAL ZONING DISTRICT TO BIP BUSINESS INDUSTRIAL PARK/FLEX ZONING DISTRICT, AND GRANTING A FURTHER PARKING VARIATION FOR A BUILDING EXPANSION ON REAL PROPERTY LOCATED AT 105 SOUTH 9TH AVENUE (a/k/a 810 ST. CHARLES ROAD), ILLINOIS
(Petitioner / Property Owner: AVW Equipment Company, Inc.)

Findings of Fact and other supporting materials for this item were previously included in the March 2, 2021 Board Agenda Packet. At the March 2, 2021 Board meeting, this matter was given preliminary approval on a unanimous 7-0 vote as Item 11.B. on the Agenda.

Feel free to contact me with any questions.

Michael Marrs

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

467414_1

ORDINANCE NO. CO-2021-____

AN ORDINANCE AMENDING THE VILLAGE OF MAYWOOD ZONING MAP TO REZONE CERTAIN REAL PROPERTY LOCATED AT 109 AND 115 SOUTH 9TH AVENUE, MAYWOOD, CURRENTLY DESIGNATED AS R-3 TWO FAMILY RESIDENTIAL ZONING DISTRICT TO BIP BUSINESS INDUSTRIAL PARK/FLEX ZONING DISTRICT, AND GRANTING A FURTHER PARKING VARIATION FOR A BUILDING EXPANSION ON REAL PROPERTY LOCATED AT 105 SOUTH 9TH AVENUE (a/k/a 810 ST. CHARLES ROAD)

(Petitioner / Property Owner: AVW Equipment Company, Inc.)

WHEREAS, a petition to amend the Official Zoning Map of the Village of Maywood (the "Village") by changing the zoning of properties commonly known as 109 South 9th Avenue and 115 South 9th Avenue, Maywood, Illinois (the "Map Amendment Properties") from R-3 Two Family Residential Zoning District to BIP Business Industrial Park/Flex Zoning District (the "Proposed Map Amendments") has been filed with the Village of Maywood by Petitioner AVW Equipment Company, Inc. (the "Petitioner"); and

WHEREAS, the Village Board of Trustees has previously approved Ordinance No. CO-2020-19, which provided the Petitioner with a two (2) space parking variation (the "Previous Variation") related to a proposed 10,000 square foot building expansion/addition to an existing commercial building at 105 South 9th Avenue (a/k/a 810 St. Charles Road), Maywood, Illinois (collectively with the Map Amendment Properties, the "Subject Property"). The Subject Property is legally described in **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, Petitioner has now also filed a petition (the "Petition") with the Village requesting a further zoning variation for parking in the amount of eleven (11) spaces (the "Proposed Variation"), for total parking relief, with the Previous Variation, of thirteen (13) parking spaces; and

WHEREAS, the petition for the Proposed Map Amendments and a Proposed Variation has been referred to the Plan Commission/Zoning Board of Appeals of the Village ("Plan Commission"), and has been processed in accordance with the Village's Zoning Ordinance, as amended; and

WHEREAS, on February 9, 2021, the Plan Commission of the Village of Maywood held a public hearing relative to the request for the Proposed Map Amendments and Proposed Variation, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form and manner required by applicable law was given of said public hearing, including by publication not more than thirty (30) calendar days nor less than fifteen (15) calendar days prior to the public hearing; and

WHEREAS, on February 9, 2021, following the conclusion of the public hearing, the Plan Commission held a vote on whether the Proposed Map Amendments and Proposed Variation should be recommended for approval to the Village President and Board of Trustees of the Village of Maywood. The Proposed Map Amendments and Proposed Variation were recommended for approval on a vote of three (3) in favor and one (1) opposed; and

WHEREAS, the Plan Commission of the Village has reported its findings and recommendations regarding the Proposed Map Amendments and Proposed Variation to the Village President and Board of Trustees in a document entitled, "Findings of Fact and Recommendations of the Plan Commission/Zoning Board of Appeals of the Village of Maywood to the President and Board of Trustees", a copy of which is attached hereto as **Exhibit "B"**. The Village President and Board of Trustees have duly considered the Findings of Fact and Recommendations of the Maywood Plan Commission as part of its approval of this Ordinance.

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

SECTION 1: Incorporation. Each Whereas paragraph set forth above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Proposed Map Amendments and Variation. The Petitioner seeks the Proposed Map Amendments and Proposed Variation in furtherance of their construction of a 10,000 square foot building expansion. The Proposed Variation is from the parking requirement of 68 parking spaces required for the use of the Subject Property as specified in Chapter 13 (Off Street Parking & Loading), Table 13-1 (Off Street Parking Requirements) to allow a total of 55 parking spaces. The Proposed Map Amendments are to change the zoning of the Map Amendment Properties commonly known as 109 South 9th Avenue and 115 South 9th Avenue, Maywood, Illinois from R-3 Two Family Residential Zoning District to BIP Business Industrial Park/Flex Zoning District.

SECTION 3: Approval of Findings of Fact and Recommendations. The President and Board of Trustees of the Village of Maywood approve and adopt the Findings of Fact and Recommendations of the Maywood Plan Commission, a copy of which is attached hereto as **Exhibit "B"**, and incorporate such findings and recommendations herein by reference as if fully set forth herein.

SECTION 4: Approval of Zoning Relief. The President and Board of Trustees, after considering and adopting the Findings of Fact and Recommendations of the Maywood Plan Commission and other matters properly before it, approve and grant the Proposed Map Amendments and Proposed Variation as specified in Section 2 above, subject to the conditions set forth in Section 5 below. In addition, while it is understood Petitioner shall continue its efforts to acquire ownership of the property located to the south of the Subject Property at 136 South 8th Avenue, the condition imposed in Ordinance No. CO-2020-19 specifying that no work could proceed on the planned building addition until such time as Petitioner could acquire ownership of the 136 South 8th Avenue property, or had a contract to purchase the 136 South 8th Avenue property that included an agreement for Petitioner to immediately commence parking on the property, is hereby waived and superseded.

SECTION 5: Conditions on Approvals. The approvals granted in Section 4 of this Ordinance are expressly subject to all of the following conditions:

A. Compliance with Plans. All work on the parking areas and building expansion on the Subject Property shall be undertaken only in strict compliance with the plans approved by the Village.

B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, and the previous Ordinance No. CO-2020-19, the provisions of the Maywood Zoning Code and Maywood Village Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances and regulations at all times.

C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

D. Execution of Acknowledgment. AVW Equipment Company, Inc. agrees to execute the Acknowledgment Page attached hereto as **Exhibit "C"** and made a part of this Ordinance, and to abide by the conditions, terms and provisions set forth in this Ordinance.

SECTION 6: Compliance. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 7: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Superseding Ordinance. Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. This Ordinance shall supersede and modify the Village's prior development approvals contained in Ordinance No. CO-2020-19 as provided for in Section 4 above.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 10: Recordation. A certified copy of this Ordinance shall be recorded against title to the Subject Property by the Village, at the Petitioners' sole cost, with the Cook County Recorder of Deeds Office ("CCRD"). The Village will provide the Petitioner with a copy of the Ordinance after it is filed with the CCRD.

PASSED this _____ day of _____, 2021, by the President and Board of Trustees of the Village of Maywood on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village President on the _____ day of _____, 2021, and attested to by the Village Clerk this same day.

_____
Edwenna Perkins, Village President

ATTEST:

_____
Viola Mims, Village Clerk

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

_____
Viola Mims, Village Clerk

Exhibit "A"

Legal Description of the Subject Property

LOTS 4 AND 5 IN BLOCK 59 IN MAYWOOD, BEING A SUBDIVISION OF PART OF SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PINs: 15-11-145-003-0000 and 15-11-145-004-0000

Commonly known as: 109 South 9th Avenue, Maywood, Illinois

LOTS 6 AND 7 IN BLOCK 59 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1870 AS DOCUMENT 44565, IN COOK COUNTY, ILLINOIS.

PIN: 15-11-145-005-0000

Commonly known as: 115 South 9th[h] Avenue, Maywood, Illinois

PARCEL 1: THE EAST 94 FEET OF LOT 43 AND ALL OF LOTS 44, 45 AND 46 IN BLOCK 59 IN MAYWOOD, A SUBDIVISION OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 7 FEET OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS 44, 45 AND 46 IN COOK COUNTY, ILLINOIS.

PINs: 15-11-145-046-0000 & 15-11-145-047-0000

Commonly known as: 105 South 9th Avenue (a/k/a, 810 St. Charles Road), Maywood, Illinois

Exhibit "B"

Findings of Fact and Recommendations of
the Maywood Plan Commission/Zoning Board of Appeals
dated February 9, 2021

(attached)

Exhibit "C"

ACKNOWLEDGMENT AND AGREEMENT
TO COMPLY WITH THE CONDITIONS, TERMS AND PROVISIONS
SET FORTH IN MAYWOOD ORDINANCE NO. 21-_____

AVW EQUIPMENT COMPANY, INC.

By:_____

Name:_____
President

Date:_____

By:_____

Name:_____
Secretary

Date:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. CO-2021-_____

AN ORDINANCE AMENDING THE VILLAGE OF MAYWOOD ZONING MAP TO REZONE CERTAIN REAL PROPERTY LOCATED AT 109 AND 115 SOUTH 9TH AVENUE, MAYWOOD, CURRENTLY DESIGNATED AS R-3 TWO FAMILY RESIDENTIAL ZONING DISTRICT TO BIP BUSINESS INDUSTRIAL PARK/FLEX ZONING DISTRICT, AND GRANTING A FURTHER PARKING VARIATION FOR A BUILDING EXPANSION ON REAL PROPERTY LOCATED AT 105 SOUTH 9TH AVENUE (a/k/a 810 ST. CHARLES ROAD) (Petitioner / Property Owner: AVW Equipment Company, Inc.)

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

_____
Viola Mims, Village Clerk

[SEAL]

April 8, 2021

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

Dear Mr. Norfleet:

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

Dear Mr. Norfleet:

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

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

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

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

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

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

Project Background

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

Summary of Project Scope

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

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

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

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

William Peterhansen, P.E., CFM

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

Attachments

HANCOCK ENGINEERING
Civil Engineers ♦ Municipal Consultants ♦ Established 1911

VILLAGE OF: Maywood
BID DATE AND TIME: March 19, 2021 @ 11:00 AM
PROJECT: 1st Avenue Water Main Improvements
ENGINEER'S ESTIMATE OF COST: $2,131,805.00

				ENGINEER'S EOC		SWALLOW CONSTRUCTION CORPORATION		J. CONGDON SEWER SERVICE, INC.		UNIQUE PLUMBING COMPANY		ACQUA CONTRACTORS CORPORATION		H. LINDEN & SONS SEWER AND WATER, INC.	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	10" Diameter, Ductile Iron Pipe, Class 52, Water Main (HDD)	Foot	2550	200.00	510,000.00	130.00	331,500.00	200.00	510,000.00	175.00	446,250.00	185.00	471,750.00	230.00	586,500.00
2	6" Diameter, Ductile Iron Pipe, Class 52, Water Main (HDD)	Foot	225	180.00	40,500.00	133.00	29,925.00	140.00	31,500.00	118.00	26,550.00	160.00	36,000.00	174.00	39,150.00
3	12" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	35	100.00	3,500.00	58.00	2,030.00	140.00	4,900.00	135.45	4,740.75	160.00	5,600.00	189.00	6,615.00
4	10" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	490	95.00	46,550.00	76.00	37,240.00	180.00	88,200.00	116.50	57,085.00	130.00	63,700.00	129.00	63,210.00
5	8" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	30	90.00	2,700.00	39.00	1,170.00	120.00	3,600.00	118.45	3,553.50	140.00	4,200.00	115.00	3,450.00
6	6" Diameter, Ductile Iron Pipe, Class 52, Water Main (Trench)	Foot	425	85.00	36,125.00	31.00	13,175.00	110.00	46,750.00	119.00	50,575.00	86.00	36,550.00	92.00	39,100.00
7	12" Gate Valve	Each	1	2,000.00	2,000.00	7,000.00	7,000.00	3,000.00	3,000.00	3,330.00	3,330.00	3,750.00	3,750.00	4,000.00	4,000.00
8	10" Gate Valve	Each	8	1,800.00	14,400.00	6,500.00	52,000.00	2,800.00	22,400.00	2,835.00	22,680.00	3,650.00	29,200.00	3,500.00	28,000.00
9	8" Gate Valve	Each	1	1,500.00	1,500.00	5,500.00	5,500.00	2,600.00	2,600.00	2,195.00	2,195.00	3,550.00	3,550.00	3,000.00	3,000.00
10	6" Gate Valve	Each	6	1,500.00	9,000.00	4,500.00	27,000.00	2,500.00	15,000.00	1,770.00	10,620.00	3,450.00	20,700.00	2,000.00	12,000.00
11	Valve Vault, Type A, 5' Diameter, Type 1 Frame, Closed Lid	Each	2	3,500.00	7,000.00	1,900.00	3,800.00	2,500.00	5,000.00	4,500.00	9,000.00	1,300.00	2,600.00	4,000.00	8,000.00
12	Valve Vault, Type A, 4' Diameter, Type 1 Frame Closed Lid	Each	13	3,000.00	39,000.00	1,900.00	24,700.00	1,500.00	19,500.00	3,600.00	46,800.00	1,500.00	19,500.00	3,800.00	49,400.00
13	Valve Box	Each	6	750.00	4,500.00	250.00	1,500.00	125.00	750.00	300.00	1,800.00	800.00	4,800.00	325.00	1,950.00
14	Fire Hydrant with Auxiliary Valve and Box	Each	13	6,000.00	78,000.00	7,350.00	95,550.00	7,500.00	97,500.00	4,970.00	64,610.00	6,000.00	78,000.00	6,000.00	78,000.00
15	Special Ductile Iron Fittings	Pound	4500	3.50	15,750.00	6.50	29,250.00	0.01	45.00	4.83	21,735.00	1.00	4,500.00	8.00	36,000.00
16	Restrained Joint, 12"	Each	15	80.00	1,200.00	100.00	1,500.00	51.00	765.00	57.00	855.00	110.00	1,650.00	400.00	6,000.00
17	Restrained Joint, 10"	Each	75	75.00	5,625.00	75.50	5,662.50	28.00	2,100.00	31.00	2,325.00	84.00	6,300.00	300.00	22,500.00
18	Restrained Joint, 8"	Each	20	70.00	1,400.00	52.75	1,055.00	24.00	480.00	27.00	540.00	60.00	1,200.00	240.00	4,800.00
19	Restrained Joint, 6"	Each	85	65.00	5,525.00	39.50	3,357.50	16.00	1,360.00	18.00	1,530.00	45.00	3,825.00	70.00	5,950.00
20	Viton Gasket, 12"	Each	9	225.00	2,025.00	120.00	1,080.00	139.00	1,251.00	115.00	1,035.00	360.00	3,240.00	150.00	1,350.00
21	Viton Gasket, 10"	Each	129	200.00	25,800.00	94.00	12,126.00	119.00	15,351.00	256.25	33,056.25	270.00	34,830.00	135.00	17,415.00
22	Viton Gasket, 8"	Each	10	175.00	1,750.00	75.00	750.00	98.00	980.00	139.00	1,390.00	210.00	2,100.00	110.00	1,100.00
23	Viton Gasket, 6"	Each	73	150.00	10,950.00	45.00	3,285.00	79.00	5,767.00	110.00	8,030.00	110.00	8,030.00	95.00	6,935.00
24	Fire Hydrant Removal	Each	11	750.00	8,250.00	675.00	7,425.00	800.00	8,800.00	600.00	6,600.00	200.00	2,200.00	1,000.00	11,000.00
25	Fire Hydrant Removal (Special)	Each	2	2,500.00	5,000.00	1,250.00	2,500.00	1,000.00	2,000.00	1,905.00	3,810.00	1,200.00	2,400.00	1,000.00	2,000.00
26	Short Water Service, 1"	Each	25	2,000.00	50,000.00	1,700.00	42,500.00	3,000.00	75,000.00	2,170.00	54,250.00	1,600.00	40,000.00	2,000.00	50,000.00
27	Short Water Service, 1-1/2"	Each	2	2,500.00	5,000.00	2,500.00	5,000.00	3,200.00	6,400.00	3,000.00	6,000.00	2,400.00	4,800.00	4,000.00	8,000.00
28	Short Water Service, 2"	Each	1	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,900.00	3,900.00	3,300.00	3,300.00	5,000.00	5,000.00
29	Long Water Service, 1" (Directional Bore)	Each	7	5,000.00	35,000.00	3,700.00	25,900.00	3,800.00	26,600.00	3,720.00	26,040.00	3,000.00	21,000.00	4,000.00	28,000.00
30	Long Water Service, 1-1/2" (Directional Bore)	Each	1	5,500.00	5,500.00	4,600.00	4,600.00	4,000.00	4,000.00	5,000.00	5,000.00	4,000.00	4,000.00	7,000.00	7,000.00
31	Long Water Service, 2" (Directional Bore)	Each	2	6,000.00	12,000.00	5,500.00	11,000.00	4,500.00	9,000.00	6,000.00	12,000.00	5,000.00	10,000.00	10,000.00	20,000.00
32	Water Main Connection at Harrison Street	Each	1	7,000.00	7,000.00	20,000.00	20,000.00	9,000.00	9,000.00	18,400.00	18,400.00	20,000.00	20,000.00	5,000.00	5,000.00
33	Water Main Disconnection At Harrison Street	Each	1	6,000.00	6,000.00	15,000.00	15,000.00	9,000.00	9,000.00	15,040.00	15,040.00	5,000.00	5,000.00	3,000.00	3,000.00
34	Water Main Connection between Harrison Street and Congress Street	Each	1	8,000.00	8,000.00	25,000.00	25,000.00	9,000.00	9,000.00	18,400.00	18,400.00	30,000.00	30,000.00	5,000.00	5,000.00
35	Water Main Connection at Madison Street	Each	1	7,000.00	7,000.00	30,000.00	30,000.00	9,000.00	9,000.00	15,040.00	15,040.00	26,000.00	26,000.00	20,000.00	20,000.00
36	Water Main Connection/Disconnection at Proviso East High sSchool	Each	1	7,000.00	7,000.00	15,000.00	15,000.00	9,000.00	9,000.00	15,040.00	15,040.00	30,000.00	30,000.00	10,000.00	10,000.00
37	Water Main Connection at Warren Street	Each	1	7,000.00	7,000.00	25,000.00	25,000.00	9,000.00	9,000.00	15,040.00	15,040.00	16,000.00	16,000.00	20,000.00	20,000.00
38	Water Main Connection/Disconnection at Washington Boulevard	Each	1	7,000.00	7,000.00	20,000.00	20,000.00	9,000.00	9,000.00	18,400.00	18,400.00	24,000.00	24,000.00	20,000.00	20,000.00
39	Water Main Connection at 2nd Avenue	Each	1	7,000.00	7,000.00	15,000.00	15,000.00	9,000.00	9,000.00	14,500.00	14,500.00	24,000.00	24,000.00	20,000.00	20,000.00
40	16"x10" Pressure Connection	Each	1	7,000.00	7,000.00	15,000.00	15,000.00	10,000.00	10,000.00	13,660.00	13,660.00	18,000.00	18,000.00	20,000.00	20,000.00
41	Pressure Testing and Disinfection	LS	1	7,500.00	7,500.00	15,000.00	15,000.00	6,500.00	6,500.00	13,350.00	13,350.00	5,000.00	5,000.00	10,000.00	10,000.00
42	Basic Cleaning of 10" Diameter Sewer	Foot	915	4.00	3,660.00	2.50	2,287.50	4.00	3,660.00	4.50	4,117.50	4.50	4,117.50	5.00	4,575.00
43	Heavy Cleaning of 10" Diameter Sewer	Foot	915	8.00	7,320.00	0.50	457.50	1.10	1,006.50	1.25	1,143.75	1.25	1,143.75	2.00	1,830.00
44	Basic Cleaning of 12" Diameter Sewer	Foot	2300	4.00	9,200.00	3.00	6,900.00	4.00	9,200.00	4.50	10,350.00	4.50	10,350.00	5.00	11,500.00
45	Heavy Cleaning of 12" Diameter Sewer	Foot	2300	8.00	18,400.00	0.75	1,725.00	1.10	2,530.00	1.25	2,875.00	1.25	2,875.00	2.00	4,600.00
46	Basic Cleaning of 24" Diameter Sewer	Foot	125	4.00	500.00	20.00	2,500.00	15.00	1,875.00	16.80	2,100.00	15.50	1,937.50	20.00	2,500.00
47	Heavy Cleaning of 24" Diameter Sewer	Foot	125	8.00	1,000.00	4.00	500.00	6.50	812.50	7.30	912.50	7.00	875.00	10.00	1,250.00
48	Basic Cleaning of 48" Diameter Sewer	Foot	250	4.00	1,000.00	25.00	6,250.00	15.00	3,750.00	16.80	4,200.00	15.50	3,875.00	20.00	5,000.00
49	Heavy Clenaing of 48" Diameter Sewer	Foot	250	8.00	2,000.00	5.00	1,250.00	5.00	1,250.00	5.60	1,400.00	5.50	1,375.00	10.00	2,500.00
50	Televising Sewers	Foot	5200	2.00	10,400.00	5.00	26,000.00	3.75	19,500.00	4.20	21,840.00	4.00	20,800.00	5.00	26,000.00
51	Removal and Disposal of Waste Materials	Ton	25	200.00	5,000.00	100.00	2,500.00	100.00	2,500.00	100.00	2,500.00	45.00	1,125.00	40.00	1,000.00
52	8" Diameter PVC Sewer Pipe Replacement	Foot	15	250.00	3,750.00	130.00	1,950.00	65.00	975.00	99.50	1,492.50	140.00	2,100.00	142.00	2,130.00
53	12" Diameter PVC Sewer Pipe Replacement	Foot	55	250.00	13,750.00	94.00	5,170.00	75.00	4,125.00	112.55	6,190.25	155.00	8,525.00	155.00	8,525.00

HANCOCK ENGINEERING
Civil Engineers ♦ Municipal Consultants ♦ Established 1911

VILLAGE OF: Maywood
BID DATE AND TIME: March 19, 2021 @ 11:00 AM
PROJECT: 1st Avenue Water Main Improvements
ENGINEER'S ESTIMATE OF COST: $2,131,805.00

				ENGINEER'S EOC		SWALLOW CONSTRUCTION CORPORATION		J. CONGDON SEWER SERVICE, INC.		UNIQUE PLUMBING COMPANY		ACQUA CONTRACTORS CORPORATION		H. LINDEN & SONS SEWER AND WATER, INC.	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
54	Additional 8" Diameter PVC Sewer Pipe Replacement	Foot	10	80.00	800.00	66.00	660.00	50.00	500.00	85.00	850.00	150.00	1,500.00	142.00	1,420.00
55	Additional 12" Diameter PVC Sewer Pipe Replacement	Foot	25	80.00	2,000.00	53.00	1,325.00	60.00	1,500.00	90.00	2,250.00	160.00	4,000.00	155.00	3,875.00
56	6" Diameter PVC Sanitary Sewer Service Pipe	Foot	85	55.00	4,675.00	103.00	8,755.00	50.00	4,250.00	40.00	3,400.00	100.00	8,500.00	114.00	9,690.00
57	10" Diameter DIP Storm Sewer Pipe	Foot	20	70.00	1,400.00	130.00	2,600.00	85.00	1,700.00	90.00	1,800.00	150.00	3,000.00	93.00	1,860.00
58	10" Diameter PVC Storm Sewer Pipe	Foot	430	55.00	23,650.00	53.00	22,790.00	70.00	30,100.00	70.00	30,100.00	145.00	62,350.00	85.00	36,550.00
59	Trench Backfill	CuYd	1000	40.00	40,000.00	37.00	37,000.00	0.01	10.00	42.00	42,000.00	35.00	35,000.00	49.00	49,000.00
60	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	17	3,800.00	64,600.00	2,500.00	42,500.00	3,500.00	59,500.00	3,600.00	61,200.00	3,500.00	59,500.00	8,000.00	136,000.00
61	10"x4" Catch Basin Trap and Restrictor	Each	13	750.00	9,750.00	400.00	5,200.00	500.00	6,500.00	350.00	4,550.00	1,500.00	19,500.00	10,000.00	130,000.00
62	Restricted Depth Sanitary Manhole, 4' Diameter, Type 1 Frame, Closed Lid	Each	6	7,000.00	42,000.00	3,300.00	19,800.00	4,500.00	27,000.00	4,600.00	27,600.00	10,000.00	60,000.00	20,000.00	120,000.00
63	Connection to Existing Structure	Each	3	600.00	1,800.00	3,100.00	9,300.00	500.00	1,500.00	450.00	1,350.00	2,000.00	6,000.00	2,000.00	6,000.00
64	Frames & Lids to be Adjusted	Each	1	400.00	400.00	1,000.00	1,000.00	850.00	850.00	385.00	385.00	1,000.00	1,000.00	2,000.00	2,000.00
65	Structure to be Reconstructed	Each	1	1,500.00	1,500.00	1,800.00	1,800.00	950.00	950.00	1,600.00	1,600.00	1,500.00	1,500.00	5,000.00	5,000.00
66	Frames & Lids	Each	1	400.00	400.00	450.00	450.00	400.00	400.00	325.00	325.00	500.00	500.00	1,000.00	1,000.00
67	Valve Vault to be Abandoned	Each	6	400.00	2,400.00	450.00	2,700.00	500.00	3,000.00	300.00	1,800.00	250.00	1,500.00	1,000.00	6,000.00
68	Structure to be Removed	Each	13	400.00	5,200.00	450.00	5,850.00	1,000.00	13,000.00	650.00	8,450.00	250.00	3,250.00	1,000.00	13,000.00
69	Structure to be Cleaned	Each	23	400.00	9,200.00	450.00	10,350.00	375.00	8,625.00	420.00	9,660.00	400.00	9,200.00	500.00	11,500.00
70	Exploratory Excavation	Hour	20	500.00	10,000.00	520.00	10,400.00	50.00	1,000.00	225.00	4,500.00	300.00	6,000.00	1,000.00	20,000.00
71	Removal and Disposal of Regulated Substances	CuYd	4000	70.00	280,000.00	10.00	40,000.00	50.00	200,000.00	30.00	120,000.00	40.00	160,000.00	50.00	200,000.00
72	Combination Curb and Gutter Removal	Foot	920	6.00	5,520.00	2.00	1,840.00	8.00	7,360.00	3.80	3,496.00	4.00	3,680.00	8.00	7,360.00
73	Sidewalk Removal	SqFt	8000	2.00	16,000.00	1.00	8,000.00	1.50	12,000.00	2.00	16,000.00	2.00	16,000.00	3.00	24,000.00
74	Driveway Pavement Removal	SqYd	250	12.00	3,000.00	13.00	3,250.00	13.50	3,375.00	12.00	3,000.00	5.00	1,250.00	10.00	2,500.00
75	Pavement Removal	SqYd	475	15.00	7,125.00	4.75	2,256.25	8.00	3,800.00	16.00	7,600.00	30.00	14,250.00	20.00	9,500.00
76	Incidental Hot-Mix Asphalt Surface Removal	SqYd	345	25.00	8,625.00	3.00	1,035.00	24.00	8,280.00	8.95	3,087.75	8.50	2,932.50	10.00	3,450.00
77	Hot-Mix Asphalt Surface Removal	SqYd	440	20.00	8,800.00	7.50	3,300.00	12.95	5,698.00	8.95	3,938.00	8.50	3,740.00	10.00	4,400.00
78	Combination Curb and Gutter, Type B-6.12 (Modified)	Foot	750	30.00	22,500.00	33.00	24,750.00	25.00	18,750.00	35.00	26,250.00	28.00	21,000.00	32.00	24,000.00
79	Concrete Curb, Type B	Foot	160	35.00	5,600.00	33.00	5,280.00	60.00	9,600.00	38.40	6,144.00	27.00	4,320.00	38.00	6,080.00
80	Portland Cement Concrete Sidewalk, 5"	SqFt	8000	8.00	64,000.00	8.00	64,000.00	6.00	48,000.00	8.85	70,800.00	8.00	64,000.00	8.00	64,000.00
81	Detectable Warnings	SqFt	110	35.00	3,850.00	32.25	3,547.50	25.00	2,750.00	33.60	3,696.00	32.00	3,520.00	36.00	3,960.00
82	Portland Cement Concrete Driveway Pavement, 7"	SqYd	250	50.00	12,500.00	66.00	16,500.00	72.00	18,000.00	85.15	21,287.50	52.00	13,000.00	74.00	18,500.00
83	Portland Cement Concrete Driveway Pavement, 8"	SqYd	100	60.00	6,000.00	73.00	7,300.00	81.00	8,100.00	86.40	8,640.00	60.00	6,000.00	100.00	10,000.00
84	White Wax Compound	SqYd	1300	2.00	2,600.00	1.75	2,275.00	1.50	1,950.00	1.25	1,625.00	1.50	1,950.00	10.00	13,000.00
85	Portland Cement Concrete Base Course, 8"	SqYd	400	50.00	20,000.00	72.25	28,900.00	81.00	32,400.00	86.40	34,560.00	70.00	28,000.00	125.00	50,000.00
86	Deformed Tie Bars	Each	450	8.00	3,600.00	10.25	4,612.50	10.00	4,500.00	8.70	3,915.00	10.00	4,500.00	10.00	4,500.00
87	Class D Patches, 12"	SqYd	675	100.00	67,500.00	105.00	70,875.00	82.00	55,350.00	144.90	97,807.50	135.00	91,125.00	124.00	83,700.00
88	Incidental Hot-Mix Asphalt Surfacing	Ton	100	150.00	15,000.00	110.00	11,000.00	116.00	11,600.00	106.00	10,600.00	98.00	9,800.00	200.00	20,000.00
89	Bituminous Materials (Tack Coat) SS-1	Gallon	135	3.00	405.00	4.75	641.25	0.10	13.50	0.11	14.85	0.01	1.35	10.00	1,350.00
90	Hot-Mix Asphalt Surface Course, Mix 'D', N50	Ton	175	105.00	18,375.00	110.00	19,250.00	88.00	15,400.00	106.00	18,550.00	98.00	17,150.00	200.00	35,000.00
91	Rebuild Existing Handhole	Each	2	1,500.00	3,000.00	1,875.00	3,750.00	1,500.00	3,000.00	2,130.00	4,260.00	1,900.00	3,800.00	2,500.00	5,000.00
92	Detector Loop Replacement	Foot	550	15.00	8,250.00	16.50	9,075.00	15.50	8,525.00	18.50	10,175.00	17.00	9,350.00	30.00	16,500.00
93	Bollards	Each	4	500.00	2,000.00	1,000.00	4,000.00	500.00	2,000.00	535.00	2,140.00	1,500.00	6,000.00	900.00	3,600.00
94	Tree Removal	In-Dia	35	60.00	2,100.00	85.00	2,975.00	85.00	2,975.00	84.00	2,940.00	82.00	2,870.00	100.00	3,500.00
95	Topsoil Placement, 4"	SqYd	2250	8.00	18,000.00	4.50	10,125.00	4.00	9,000.00	5.88	13,230.00	5.00	11,250.00	10.00	22,500.00
96	Sodding	SqYd	2250	12.00	27,000.00	11.75	26,437.50	8.50	19,125.00	9.80	22,050.00	13.00	29,250.00	15.00	33,750.00
97	Supplemental Watering	Unit	50	50.00	2,500.00	1.00	50.00	1.00	50.00	112.00	5,600.00	0.01	0.50	1.00	50.00
98	Landscape Restoration	LS	1	2,500.00	2,500.00	1,200.00	1,200.00	10,000.00	10,000.00	5,600.00	5,600.00	1,110.48	1,110.48	20,000.00	20,000.00
99	Inlet Filters	Each	45	150.00	6,750.00	250.00	11,250.00	50.00	2,250.00	117.00	5,265.00	250.00	11,250.00	140.00	6,300.00
100	12" Line Stop	Each	2	6,000.00	12,000.00	3,300.00	6,600.00	5,000.00	10,000.00	8,060.00	16,120.00	12,000.00	24,000.00	10,000.00	20,000.00
101	8" Line Stop	Each	1	6,000.00	6,000.00	2,500.00	2,500.00	4,000.00	4,000.00	6,265.00	6,265.00	11,000.00	11,000.00	8,000.00	8,000.00
102	6" Line Stop	Each	6	6,000.00	36,000.00	2,500.00	15,000.00	3,000.00	18,000.00	5,816.00	34,896.00	10,000.00	60,000.00	6,000.00	36,000.00
103	Temporary Hot-Mix Asphalt Pavement	Ton	120	150.00	18,000.00	100.00	12,000.00	116.00	13,920.00	130.00	15,600.00	253.00	30,360.00	20.00	2,400.00
104	Allowance for Miscellaneous Restoration	Dollar	10000	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00	1.00	10,000.00
105	Changeable Message Sign	Cal-Day	28	50.00	1,400.00	30.00	840.00	40.00	1,120.00	31.40	879.20	42.00	1,176.00	100.00	2,800.00
106	Traffic Control and Protection	LS	1	50,000.00	50,000.00	250,000.00	250,000.00	100,000.00	100,000.00	82,740.00	82,740.00	99,690.42	99,690.42	450,000.00	450,000.00
		TOTAL AMOUNT OF BID			$2,131,805.00		$1,911,966.00		$1,995,059.50		$2,054,468.80		$2,250,000.00		$3,138,430.00

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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: **April 14, 2021**

RE: **Madison Street / Fifth Avenue Tax Increment Financing (TIF) District**
2021 First Avenue Water Main Improvements Project ("Project")

Ordinance Authorizing Certain Expenditures from the Madison Street / 5th Avenue Tax Increment Financing Redevelopment Project Area Fund and Garbage and Water Fund to Pay For 2021 First Avenue Water Main Improvement Project and Award Low Bid Contract (Swallow Construction Corporation)

Per the request of the Village Engineer, I have enclosed the following documents for review, consideration and action at the April 20, 2021 Special Village Board Meeting:

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

2. Hancock Engineering Memorandum dated April 8, 2021, regarding the Bid Opening Results and Recommendation for the Project (attached to the Ordinance as Group Exhibit "A").

Project and Scope of Work

For Project additional details, please refer to the Village Engineer's Memorandum dated April 8, 2021 (attached to the Ordinance as Group Exhibit "A"). The Project is located: in part, within the boundaries of the Madison Street / 5th Avenue TIF District; and in part, within the corporate boundaries of the Village of Maywood that are outside of any TIF District. The Village Engineer recommends approval of a bid waiver for this Project and recommends that the Village enter into the construction agreement with the low bidder for the reasons set forth in his April 8, 2021 Memorandum. The funding allocation for the Project costs shall be split as follows: 85.30% shall be paid with Madison Street / 5th Avenue TIF District Funds and 14.70% shall be paid with Village Water System / Garbage Enterprise Fund.

Eligibility of Project for TIF Reimbursement

A portion of the Project costs are eligible for payment from the Madison Street / 5th Avenue TIF District Fund because: (1) a portion of the Project work is located within the Madison Street / 5th Avenue TIF District; and (2) the costs are the type of improvements that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS

5/11-74.4-3(q). Specifically, the proposed Project falls within the following categories of reimbursable TIF-eligible redevelopment project costs:

> (q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following:
>
> (4) Costs of the construction of public works or improvements, ...

Compliance with the Madison Street/Fifth Avenue TIF Plan

The following pages or sections of the Plan support the use of TIF Funds for the Project:

- Page 14 of the Plan. Section B (Redevelopment Improvements and Activities). Subsection 4 (Provision of Public Works or Improvements) (Village may provide public improvements and facilities that are necessary to service the Project Area per the TIF Plan and the Comprehensive Plan for the development of the Village as a whole).

- Pages 18 to 19 of the Plan. Section D (Redevelopment Project Costs). Subsection (c), which is the same as cited under the TIF Act above.

The enclosed TIF Authorizing Ordinance approves and authorizes the appropriation and expenditure of the Madison TIF Funds to pay for the Project.

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.)
Bill Peterhansen / Mark Lucas, Village Engineers (w/ encls.)
Michael A. Marrs, KTJ (w/ encls.)

ORDINANCE NO. R-2021-_____

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

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

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

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

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

WHEREAS, under Ordinance No. CO-2020-39, Ordinance No. CO-2020-40 and Ordinance No. CO-2020-41, approved at a public meeting on December 29, 2020, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2032, subject to receipt of year 2032 incremental real estate tax revenues during calendar year 2033; and

WHEREAS, it is necessary to consider and approve the use of TIF Funds during calendar year 2021 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the 2021 First Avenue Water Main Improvement Project (the "Project"), which consists of the following improvements: replacement of deteriorated water main located on the west side of First Avenue from Harrison Street to Washington Boulevard within the water supply system of the water supply system of the Village of Maywood. The funding sources for the Project are the Madison Street / 5th Avenue Tax Increment Financing District Fund ("Madison Street / 5th Avenue TIF District Funds") and the Village's

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

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

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

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

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sums from the Madison Street / 5th Avenue TIF District Funds and the Village's Water System and Garbage Enterprise Fund for the purpose of paying the Contractor to complete the Project; and

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

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

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

SECTION 2: **Authority.** The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

SECTION 3: **Estimate of Expenditures.** The Village intends to incur Expenditures in connection with the Project within the Plan and Project Area including, but not limited to, the following:

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

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

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

SECTION 5: Execution and Delivery of Contract and Other Documents. The Corporate Authorities authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Contract. The Corporate Authorities further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Contract, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Contract. The Corporate Authorities also authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Contract.

SECTION 6: **Repealer.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: **Severability.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: **Ratification.** All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 9: **Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

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

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

AYES:_____

NAYS:_____

ABSENT:_____

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

_____
Edwenna Perkins, Village President

ATTEST:

_____
Viola Mims, Village Clerk

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

_____
Viola Mims, Village Clerk

Group Exhibit "A"

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

and

Construction Contract with Swallow Construction Corporation

(attached)

April 8, 2021

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

Dear Mr. Norfleet:

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

Dear Mr. Norfleet:

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

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

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

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

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

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

Project Background

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

Summary of Project Scope

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

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

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

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

William O. Peterhansen

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

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

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

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the First Avenue Water Main Improvements, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, and the Project Plans entitled "First Avenue Water Main Improvements, Village of Maywood, Illinois", prepared by Edwin Hancock Engineering Co., consisting of Nineteen (19) sheets with the latest revision date of February 24, 2021, attached hereto, made a part hereof, and designated as Exhibit "A" and Exhibit "B" respectively (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibits the terms of this Agreement shall control.

2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall be commenced within fifteen (15) days of the date of this Agreement and shall be completed on or before August 14, 2021. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;

3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of One Million, Nine Hundred Eleven Thousand, Nine Hundred Sixty-Six Dollars and no/100 ($1,911,966.00). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated March 19, 2021;

4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;

5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.";

6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;

7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

   a. Comprehensive General Liability - $1,000,000 per occurrence;
   b. Workers' Compensation - Statutory
   c. Employer's Liability: $500,000 per incident.
   d. Umbrella Coverage - $1,000,000 per occurrence.
   e. Automobile Coverage - $1,000,000 per occurrence.

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

8. Contractor certifies as follows:

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

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

e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.

9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.

10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

SWALLOW CONSTRUCTION CORP., an Illinois corporation	VILLAGE OF MAYWOOD, an Illinois municipal corporation
By:_____ Title:	By:_____ Edwenna Perkins, Village President
Date:_____	Date:_____
ATTEST:	ATTEST:
By:_____ Title:	By:_____ Viola Mims, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. R-2021-_____

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

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

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

AYES:_____

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 20th day of April, 2021.

_____
Viola Mims, Village Clerk

[SEAL]

April 9, 2021

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

Re: 2021 Sewer Cleaning and Televising Project
Bid Opening Results and Recommendation

Dear Mr. Norfleet:

Proposals were received for the 2021 Sewer Cleaning and Televising Project on April 9, 2021 at the office of the Village Clerk. Six (6) prospective bidders obtained plans and specifications for the project, with the Village receiving valid proposals from four (4) of the companies. A summary of the proposals received is as follows:

CONTRACTOR	TOTAL BID
National Power Rodding Corp.	$ 16,764.75*
Sewertech, LLC	$ 25,922.30
Sheridan Plumbing and Sewer, Inc.	$ 48,272.09*
Visu-Sewer, LLC	$ 131,798.75
Engineer's Estimate of Costs	$ 54,346.00

*indicates correction from "as-read" amount

The lowest responsive, responsible bidder for this project was National Power Rodding Corporation of Chicago, Illinois. National Power Rodding Corp. is a contractor that has satisfactorily completed work of similar scope within the Village of Maywood as part of the 2018 Sewer Cleaning and Televising Project. National Power Rodding Corp. has also recently worked on projects of similar size and scope within surrounding communities including the Village of Brookfield, Village of Broadview, and Village of LaGrange Park, of which positive references are on file.

Based upon interviews with the contractor 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 by May 21, 2021. We recommend that the Contract for the improvements be awarded to National Power Rodding Corp., in the amount of Sixteen Thousand, Seven Hundred Sixty-Four Dollars and 75/100 ($16,764.75).

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

The project consists of the cleaning and televising of approximately 10,000 feet of combined sewers. A majority of the sewers are located within the proposed limits of 2021 Capital Improvement projects, as well as other certain critical areas in need of cleaning. As such, it is desired to inspect the sewers as soon as possible.

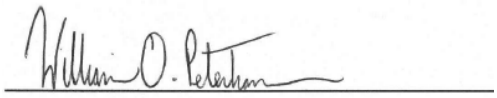
The construction of the project is eligible to be funded 27% through the Madison Street TIF and 73% through the general fund.

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

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.



William Peterhansen, P.E., CFM

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

Attachments

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

VILLAGE OF: Maywood
BID DATE AND TIME: April 9, 2021 @ 11:00 AM
PROJECT: 2021 Sewer Cleaning and Televising
ENGINEER'S ESTIMATE OF COST: $54,346.00

				ENGINEER'S EOC		NATIONAL POWER RODDING CORPORATION		SEWERTECH, LLC		SHERIDAN PLUMBING & SEWER, INC.		VISU-SEWER OF ILLINOIS, LLC	
No.	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Basic Cleaning of 9" Diameter Sewer (Alley 200)	Foot	170	3.00	510.00	0.25	42.50	0.60	102.00	2.49	423.30	6.85	1,164.50
2	Heavy Cleaning of 9" Diameter Sewer (Alley 200)	Foot	85	1.50	127.50	0.25	21.25	0.50	42.50	0.01	0.85	2.50	212.50
3	Basic Cleaning of 24" Diameter Sewer (School St - 6th Ave to 7th Ave)	Foot	1,020	3.00	3,060.00	1.00	1,020.00	0.60	612.00	1.49	1,519.80	12.25	12,495.00
4	Heavy Cleaning of 24" Diameter Sewer (School St - 6th Ave to 7th Ave)	Foot	510	1.50	765.00	1.00	510.00	1.00	510.00	0.01	5.10	3.50	1,785.00
5	Basic Cleaning of 9" Diameter Sewer (N-S crossing of School St at 8th Ave and 7th Ave	Foot	750	3.00	2,250.00	0.25	187.50	0.60	450.00	0.57	427.50	6.85	5,137.50
6	Heavy Cleaning of 9" Diameter Sewer (N-S crossing of School St at 8th Ave and 7th Ave	Foot	250	1.50	375.00	0.10	25.00	0.50	125.00	0.01	2.50	2.50	625.00
7	Basic Cleaning of 12" Diameter Sewer (3rd Ave - Prairie Path to Wilcox St)	Foot	340	3.00	1,020.00	0.25	85.00	0.60	204.00	1.29	438.60	6.85	2,329.00
8	Heavy Cleaning of 12" Diameter Sewer (3rd Ave - Prairie Path to Wilcox St)	Foot	170	1.50	255.00	0.25	42.50	0.60	102.00	0.01	1.70	2.50	425.00
9	Basic Cleaning of 12" Diameter Sewer (South Maywood Dr - 19th Ave to 17th Ave)	Foot	500	3.00	1,500.00	0.25	125.00	0.60	300.00	3.01	1,505.00	6.85	3,425.00
10	Heavy Cleaning of 12" Diameter Sewer (South Maywood Dr - 19th Ave to 17th Ave)	Foot	500	1.50	750.00	0.25	125.00	0.60	300.00	0.01	5.00	2.50	1,250.00
11	Basic Cleaning of 12" Diameter Sewer (4th Ave - Lexington St to Bataan Dr)	Foot	375	3.00	1,125.00	0.25	93.75	0.60	225.00	0.84	315.00	6.85	2,568.75
12	Heavy Cleaning of 12" Diameter Sewer (4th Ave - Lexington St to Bataan Dr)	Foot	125	1.50	187.50	0.25	31.25	0.60	75.00	0.01	1.25	2.50	312.50
13	Basic Cleaning of 9" Diameter Sewer (Washington Blvd - 21st Ave to Village Limits)	Foot	175	3.00	525.00	0.25	43.75	0.60	105.00	2.32	406.00	6.85	1,198.75
14	Heavy Cleaning of 9" Diameter Sewer (Washington Blvd - 21st Ave to Village Limits)	Foot	88	1.50	132.00	0.25	22.00	0.50	44.00	0.01	0.88	2.50	220.00
15	Basic Cleaning of 9" Diameter Sewer (7th Ave - Legion St to Washington Blvd)	Foot	1,990	3.00	5,970.00	0.25	497.50	0.60	1,194.00	0.59	1,174.10	6.85	13,631.50
16	Heavy Cleaning of 9" Diameter Sewer (7th Ave - Legion St to Washington Blvd)	Foot	1,333	1.50	1,999.50	0.25	333.25	0.50	666.50	0.01	13.33	2.50	3,332.50
17	Basic Cleaning of 12" Diameter Sewer (10th Ave - Adams St to Harrison St)	Foot	1,325	3.00	3,975.00	0.25	331.25	0.60	795.00	0.65	861.25	6.85	9,076.25
18	Heavy Cleaning of 12" Diameter Sewer (10th Ave - Adams St to Harrison St)	Foot	663	1.50	994.50	0.25	165.75	0.60	397.80	0.01	6.63	2.50	1,657.50
19	Basic Cleaning of 9" Diameter Sewer (7th Ave - Rice St to Augusta St)	Foot	1,000	3.00	3,000.00	0.25	250.00	0.60	600.00	0.77	770.00	6.85	6,850.00
20	Heavy Cleaning of 9" Diameter Sewer (7th Ave - Rice St to Augusta St)	Foot	330	1.50	495.00	0.25	82.50	0.50	165.00	0.01	3.30	2.50	825.00
21	Basic Cleaning of 12" Diameter Sewer (Various Locations)	Foot	2,400	3.00	7,200.00	0.25	600.00	0.60	1,440.00	0.74	1,776.00	6.85	16,440.00
22	Heavy Cleaning of 12" Diameter Sewer (Various Locations)	Foot	1,200	1.50	1,800.00	0.25	300.00	0.60	720.00	2.00	2,400.00	2.50	3,000.00
23	Televising Sewers	Foot	10,330	1.00	10,330.00	1.00	10,330.00	0.75	7,747.50	3.50	36,155.00	3.75	38,737.50
24	Removal and Disposal of Waste Materials	Ton	60	100.00	6,000.00	25.00	1,500.00	150.00	9,000.00	1.00	60.00	85.00	5,100.00
		TOTAL AMOUNT OF BID			$54,346.00		$16,764.75		$25,922.30		$48,272.09		$131,798.75

CORRECTION FROM AS-READ AMOUNT

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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: **April 14, 2021**

RE: **Madison Street / Fifth Avenue Tax Increment Financing (TIF) District**

Contract for Televising and Cleaning of Certain Combined Sewers Within and Outside of the Madison Street / Fifth Avenue Tax Increment Financing District for the 2021 Capital Improvements Project

---

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 GENERAL FUND AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE TELEVISING AND CLEANING OF CERTAIN SEWERS AND AWARD OF CONTRACT TO LOW BIDDER NATIONAL POWER RODDING CORPORATION (Project: Televising and Cleaning of Certain Combined Sewers for the 2021 Capital Improvements Project)

Project and Scope of Work

Please refer to the Project Memorandum dated April 9, 2021 as prepared by Village Engineer Bill Peterhansen of Hancock Engineering (attached as Group Exhibit "A" to the Ordinance). Based on a competitive bidding process, National Power Rodding Corporation (the "Contractor") submitted the lowest, responsive, qualified bid to perform the Project work for an amount not to exceed Sixteen Thousand Seven Hundred Sixty-Four and 75/100 Dollars ($16,764.75). The funding sources for the Project consist of funds from the Madison Street / Fifth Avenue Tax Increment Financing District ("Madison TIF District") and the General Fund. The portion of the Project work within the Madison TIF District (approximately 27% of the work) has an allocated cost of approximately Four Thousand Five Hundred Twenty-Six and 48/100 Dollars ($4,526.48). The cost of the Project work to be performed outside of the Madison TIF District (approximately 73% of the work) is estimated to be Twelve Thousand Two Hundred Thirty-Eight and 27/100 Dollars ($12,238.27) and will be paid with General Funds.

Eligibility of Project for TIF Reimbursement

The costs associated with the Project are eligible for payment from the Madison TIF District Fund because they are the type of improvements that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q). Specifically, the proposed Project falls within the following categories of reimbursable TIF-eligible redevelopment project costs:

(q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following:

(3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; ....

(4) Costs of the construction of public works or improvements, ...

Compliance with the Madison Street/Fifth Avenue TIF Plan:

The following pages or sections of the Plan support the use of TIF Funds for the Project:

- Pages 10 to 11 of the Plan. Section C (Development and Design Policies), Goal/Objective Number 2 (Investment, modernization of existing facilities).
- Page 14 of the Plan. Section B (Redevelopment Improvements and Activities). Subsection 4 (Provision of Public Works or Improvements) (Village may provide public improvements and facilities that are necessary to service the Project Area per the TIF Plan and the Comprehensive Plan for the development of the Village as a whole).
- Pages 18 to 19 of the Plan. Section D (Redevelopment Project Costs). Subsection (c), which is the same as cited under the TIF Act above.

The enclosed TIF Authorizing Ordinance authorizes the appropriation and expenditure of the Madison TIF Funds to pay for the Project within the Madison TIF District.

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.)
Mark Lucas, Village Engineer (w/ encl.)

DRAFT 4-14-2021 **ORDINANCE NO. _____**

AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE GENERAL FUND AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE TELEVISING AND CLEANING OF CERTAIN SEWERS AND AWARD OF CONTRACT TO LOW BIDDER NATIONAL POWER RODDING CORPORATION (Project: Televising and Cleaning of Certain Combined Sewers for the 2021 Capital Improvements Project)

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

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

WHEREAS, under Ordinance No. CO-2020-39, Ordinance No. CO-2020-40 and Ordinance No. CO-2020-41, approved at a public meeting on December 29, 2020, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2032, subject to receipt of year 2032 incremental real estate tax revenues during calendar year 2033; and

WHEREAS, it is necessary to consider and approve the use of TIF Funds during calendar year 2021 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area. The Corporate Authorities have identified and approved the completion of the following Sewer Cleaning and Televising Project (the "Project"), using General Fund and TIF Funds to pay for such Sewer Cleaning and Televising Project:

Sewer Cleaning and Televising Project. This Project involves the detailed inspection and cleaning and televising of approximately ten thousand (10,000) feet of existing combined sewers to identify any sections in need of replacement in an effort to provide for the proper planning of any necessary sewer repair and inclusion of sewer repairs within the proposed limits of the 2021 Capital Improvements Project, as well as other projects in line for future improvements.

; and

WHEREAS, based on a competitive bidding process, National Power Rodding Corporation, the lowest, responsive, qualified bidder, submitted a bid to perform the Project work for an amount not to exceed Sixteen Thousand Seven Hundred Sixty-Four and 75/100 Dollars ($16,764.75). The cost of the Project within the Madison TIF District (approximately 27% of the work) is approximately Four Thousand Five Hundred Twenty-Six and 48/100 Dollars ($4,526.48). The cost of the Project work to be performed outside of the Madison TIF District (approximately 73% of the work) is estimated to be Twelve Thousand Two Hundred Thirty-Eight and 27/100 Dollars ($12,238.27) and will be paid with General Funds. The Village Engineer's Memorandum dated April 9, 2021 and Bid Tabulation regarding the bid evaluation for the Project is incorporated by reference into this Ordinance as **Group Exhibit "A"**; and

WHEREAS, it is desirable and in the best interests of the residents of the Village to authorize the Corporate Authorities to cause the expenditure of TIF Funds in the completion of the Infrastructure Improvement Projects within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the "Expenditures").

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

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

SECTION 2: Authority. The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt. This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

SECTION 3: Estimate of Expenditures. The Village intends to incur Expenditures in connection with the Project within the Plan and Project Area including, but not limited to, the following:

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

The low bid price for completion of the Project is an amount not to exceed Sixteen Thousand Seven Hundred Sixty-Four and 75/100 Dollars ($16,764.75) as described above in the Recitals of this Ordinance and in the Bid Opening Results and Recommendation, as set forth in a Memorandum dated April 9, 2021 and prepared by the Village Engineer for the Project, which is attached hereto as **Group Exhibit "A"** and made a part hereof.

SECTION 4: Authorization of Expenditures; Award of Contract. The expenditure of funds from the TIF Fund and the General Fund, in accordance with the allocations set forth above in the Recitals of this Ordinance, is authorized up to the amounts set forth in Section 3 above, or such additional amounts necessary to complete the Project as subsequently approved or authorized by the Corporate Authorities. The Corporate Authorities award a contract for the Project to National Power Rodding Corporation, the lowest, responsive, qualified bidder, in an amount not to exceed Sixteen Thousand Seven Hundred Sixty-Four and 75/100 Dollars ($16,764.75). A copy of the construction contract to be entered into with National Power Rodding Corporation is attached hereto as **Group Exhibit "A"** and made a part hereof (the "Contract").

SECTION 5: Execution and Delivery of Contract and Other Documents. The Corporate Authorities authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Contract. The Corporate Authorities further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Contract, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Contract. The Corporate Authorities also authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Contract.

SECTION 6: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Ratification. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this 20th day of April, 2021, 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 20th day of April, 2021.

_____
Edwenna Perkins, Village President

ATTEST:

_____
Viola Mims, Village Clerk

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

_____
Viola Mims, Village Clerk

Group Exhibit "A"

Memorandum dated April 9, 2021
prepared by the Village Engineer (Edwin Hancock Engineering Company)
Regarding Bid Evaluation with Bid Tabulation

and

Construction Contract with National Power Rodding Corporation

(attached)

April 9, 2021

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

Re: 2021 Sewer Cleaning and Televising Project
Bid Opening Results and Recommendation

Dear Mr. Norfleet:

Proposals were received for the 2021 Sewer Cleaning and Televising Project on April 9, 2021 at the office of the Village Clerk. Six (6) prospective bidders obtained plans and specifications for the project, with the Village receiving valid proposals from four (4) of the companies. A summary of the proposals received is as follows:

CONTRACTOR	TOTAL BID
National Power Rodding Corp.	$ 16,764.75*
Sewertech, LLC	$ 25,922.30
Sheridan Plumbing and Sewer, Inc.	$ 48,272.09*
Visu-Sewer, LLC	$ 131,798.75
Engineer's Estimate of Costs	$ 54,346.00

*indicates correction from "as-read" amount

The lowest responsive, responsible bidder for this project was National Power Rodding Corporation of Chicago, Illinois. National Power Rodding Corp. is a contractor that has satisfactorily completed work of similar scope within the Village of Maywood as part of the 2018 Sewer Cleaning and Televising Project. National Power Rodding Corp. has also recently worked on projects of similar size and scope within surrounding communities including the Village of Brookfield, Village of Broadview, and Village of LaGrange Park, of which positive references are on file.

Based upon interviews with the contractor 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 by May 21, 2021. We recommend that the Contract for the improvements be awarded to National Power Rodding Corp., in the amount of Sixteen Thousand, Seven Hundred Sixty-Four Dollars and 75/100 ($16,764.75).

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

The project consists of the cleaning and televising of approximately 10,000 feet of combined sewers. A majority of the sewers are located within the proposed limits of 2021 Capital Improvement projects, as well as other certain critical areas in need of cleaning. As such, it is desired to inspect the sewers as soon as possible.

The construction of the project is eligible to be funded 27% through the Madison Street TIF and 73% through the general fund.

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

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

Respectfully Submitted,

EDWIN HANCOCK ENGINEERING CO.

William O. Peterhansen

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

AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND NATIONAL POWER RODDING CORPORATION RELATIVE TO 2021 SEWER CLEANING AND TELEVISING PROJECT

AGREEMENT made this ____ day of _____, 2021, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and NATIONAL POWER RODDING CORPORATION 2500 W. Arthington Street, Chicago, Illinois 60612, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the 2021 Sewer Cleaning and Televising Project, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, Village of Maywood, Cook County", prepared by Edwin Hancock Engineering Co., attached hereto, made a part hereof, and designated as Exhibit "A" (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibit the terms of this Agreement shall control.

2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall commence within ten (10) days of the date of this Agreement and shall be completed by May 21, 2021. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;

3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of Sixteen Thousand, Seven Hundred Sixty-Four Dollars and Seventy-Five Cents ($16,764.75). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated April 9, 2021;

4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;

5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.";

6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;

7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

   a. Comprehensive General Liability - $1,000,000 per occurrence;
   b. Workers' Compensation - Statutory
   c. Employer's Liability: $500,000 per incident.
   d. Umbrella Coverage - $1,000,000 per occurrence.
   e. Automobile Coverage - $1,000,000 per occurrence.

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

8. Contractor certifies as follows:

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

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

e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.

9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.

10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

NATIONAL POWER RODDING CORP. an Indiana corporation	VILLAGE OF MAYWOOD, an Illinois municipal corporation
By:_____ Title:	By:_____ Edwenna Perkins, Village President
Date:_____	Date:_____
ATTEST:	ATTEST:
By:_____ Title:	By:_____ Viola Mims, Village Clerk

STATE OF ILLINOIS)
) **SS.**
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, 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 GENERAL FUND AND THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE TELEVISING AND CLEANING OF CERTAIN SEWERS AND AWARD OF CONTRACT TO LOW BIDDER NATIONAL POWER RODDING CORPORATION

(Project: Televising and Cleaning of Certain Combined Sewers for the 2021 Capital Improvements Project)

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 20th day of April, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20th day of April, 2021.

I further certify that the vote on the question of the passage of 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 20th day of April, 2021.

_____
Viola Mims, Village Clerk

SEAL

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

mamarrs@ktjlaw.com
DD 312.984.6419

15010 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: **April 14, 2021**

RE: **An Ordinance and Redevelopment Agreement for the Tax Reactivation Sale and Redevelopment of 1 South 21st Avenue - Tinajero**

Attached for your consideration at the April 20, 2021 Special Meeting of the Board of Trustees are the following documents:

1. A RESOLUTION APPROVING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1 SOUTH 21ST AVENUE PURSUANT TO THE MAYWOOD TAX REACTIVATION PROGRAM (Purchaser: Juan Tinajero); and

2. A draft Redevelopment Agreement, attached to the Resolution as EXHIBIT B.

This vacant property is proposed to be sold for redevelopment with one (1) single-family home. Supporting materials for this item were previously included in the March 2, 2021 Board Agenda Packet. At the February 16, 2021 Board meeting, this matter was given preliminary approval as part of Item 10.B. on the Agenda.

Feel free to contact me with any questions.

Michael Marrs

Enclosures
cc: Viola Mims, Village Clerk (w/ encls.)
Willie Norfleet, Jr., Village Manager (w/ encls.)
David Myers, Director of Community Development (w/ encls.)
Edgar Lara, Village Planner (w/ encls.)
Michael T. Jurusik, Village Attorney (w/ encls.)

RESOLUTION NO. ____

A RESOLUTION APPROVING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1 SOUTH 21st AVENUE PURSUANT TO THE MAYWOOD TAX REACTIVATION PROGRAM

(Purchaser: Juan Tinajero)

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, codified as Chapter 156 of the Maywood Village Code, to establish procedures for the sale of surplus property for the purposes of redeveloping or rehabilitating the same; and

WHEREAS, one such real property acquired by the Village is commonly known as 1 South 21st Avenue (PIN: 15-10-117-001-0000), Maywood, Illinois (the "Subject Property"), the legal description of which is attached hereto as **Exhibit A**. The Subject Property was acquired by the Village via a Tax Deed in 2005; and

WHEREAS, the Subject Property is currently a vacant property; and

WHEREAS, the Village is in receipt of an offer from Juan Tinajero ("Purchaser") to purchase the Subject Property pursuant to the Tax Reactivation Program, for a total purchase price of $5,000.00, for the purpose of the Purchaser improving the Subject Property with one (1) new construction single family residence; 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 and conveyance of the Subject Property under the Tax Reactivation Program, for a purchase price of $5,000.00, for redevelopment as described above and pursuant to a redevelopment agreement to be entered

into between the parties in substantially the form attached hereto as **Exhibit B** and made a part hereof; 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 in this Resolution.

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 set forth above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

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. The Department of Community Development staff, the Department of Finance staff and the Village Attorney are directed to prepare a quit claim deed and all other necessary closing and conveyance documents to complete the sale and conveyance of the Subject Property to the Purchaser under the Tax Reactivation Program, for a purchase price of $5,000.00. The Village President, the Village Clerk and/or the Village Manager and/or the Village Attorney, 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, a redevelopment agreement in substantially the form attached hereto as Exhibit B and made a part hereof, and all other conveyance instruments and closing documents that are necessary or convenient to allow the Village to consummate these transactions and to comply with all of the applicable requirements of the Tax Reactivation Program, the redevelopment agreement, and this Resolution. The final form of the redevelopment agreement is subject to approval by the Village Manager and Village Attorney. The Village President, the Village Clerk and/or the Village Manager and/or the Village Attorney, or their designees, working in conjunction with the Village Attorney and Community Development staff, are further authorized to take such actions as they deem necessary in order to complete the sale and conveyance of the Subject Property to the Purchaser or an affiliated entity pursuant to the terms and conditions set forth in the Tax Reactivation Program, redevelopment agreement and this Resolution, for the purchase price of $5,000.00.

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

ADOPTED this ___ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

_____

Edwenna Perkins, Village President

ATTEST:

_____

Viola Mims, Village Clerk

Exhibit A

Legal Description of Subject Property

LOT 46 IN BLOCK 'A' IN THE SUBDIVISION OF LOTS 25 AND 26 IN BLOCK 22, LOTS 30 AND 31 IN BLOCK 35 AND LOTS 1 TO 3 AND LOTS 30 AND 31 IN BLOCK 36 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1 South 21st Avenue, Maywood, Illinois 60153

PIN: 15-10-117-001-0000

Exhibit B

Draft Redevelopment Agreement

(attached)

THIS DOCUMENT WAS PREPARED BY, AND AFTER RECORDING PLEASE RETURN TO:

Klein, Thorpe and Jenkins, Ltd.
Attn: Michael A. Marrs
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Box 324

PIN: 15 10-117-001-0000

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (as that term is defined herein) between the **VILLAGE OF MAYWOOD, an Illinois municipal corporation** (the "**Village**"), and Juan Tinajero, an individual (the "**Developer**").

SECTION I – PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

1. The Village is the owner of a vacant parcel of land located at 1 South 21st Avenue, in the Village of Maywood, County of Cook, State of Illinois, and as more specifically legally described on EXHIBIT 1 attached hereto and made a part hereof (the "Property").

2. The Village desires to convey and the Developer desires to acquire from the Village, subject to the terms and conditions set forth in this Agreement, all of the Village's right, title and interest in the Property in an "**AS-IS, WHERE-IS**," condition, including all environmental conditions associated with the soil and groundwater.

3. The Developer proposes to improve and develop the Property as follows:

Construction of a single-family residence on the Property. The foregoing are the "Improvements" and the purchase and rehabilitation of the Property is the "Project." The estimated total cost of the Project is in excess of _____ Thousand and 00/100 Dollars ($___,000.00).

The proposed Improvements are as shown on the Village-approved Site Plan and/or Exterior Elevation documents attached hereto and made a part hereof as GROUP EXHIBIT 2. The Village's approval of the Site Plan and/or Exterior Elevation documents is only a preliminary approval of the Developer's concept plan for purposes of entering into this Agreement and does not constitute preliminary or final approval of any zoning relief that the Developer needs to construct the Project.

4. The Corporate Authorities have determined that the sale of the Property to Developer and construction by Developer of the Project pursuant to this Agreement represents a viable, productive use of the Property and is in the best interests of the Village. In addition, the Corporate Authorities are of the opinion that the Property, which is currently vacant and unused, and which has been vacant for a number of years, should be put to productive use and should be sold to the Developer because it is no longer necessary, appropriate or required for use by the Village, and because the Project will serve the needs of the Village, beautify the Village, will increase employment opportunities, and will assist in stimulating commercial growth and stabilizing the tax base.

SECTION II – TRANSFER OF PROPERTY

1. **EFFECTIVE DATE/TERM.** This Agreement shall become effective as of the date that the Village President and Village Clerk sign this Agreement below (the "Effective Date") and shall terminate upon the earlier of: (i) notice of termination pursuant to any provision listed herein providing for such termination; or (ii) the earlier of one year from the Effective Date, or completion of the Project, as evidenced by the erection and Village approval of the final occupancy permit for the single-family residence following its construction.

2. **PURCHASE AND SALE.** The Village agrees to sell to the Developer, and the Developer agrees to purchase from the Village, all of the Village's right, title and interest in the Property as described in **EXHIBIT 1** hereof; and all improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the Village and/or any tenants of the Village, if any) located on the Property, including any and all rights, privileges, easements and appurtenances, if any, thereunto belonging.

3. **AS-IS, WHERE-IS, CONDITION.** The Developer agrees that all right, title and interest in the Property is being conveyed in an "**AS-IS, WHERE-IS**," condition, including all environmental conditions associated with the soil and groundwater.

4. **PURCHASE PRICE/EARNEST MONEY.** The purchase price to be paid by the Developer to the Village for the Property shall be FIVE THOUSAND AND 00/100 DOLLARS **($5,000.00)** ("Purchase Price"), payable at closing.

5. **INITIAL DEPOSIT – REIMBURSEMENT OF VILLAGE COSTS.** Developer has made an initial deposit with the Village of FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($4,500.00) in the form of a certified check or other certified funds within forty-eight (48) hours of the Village's approval of an Ordinance authorizing the sale and this Agreement (the "Initial Deposit"). The purpose of the Initial Deposit is to provide a one thousand dollar deposit towards the Purchase Price, along with funds to reimburse the Village for fees, costs and expenses incurred in the course of preparing, approving and carrying out this Agreement and the sale of the Property, including but not limited to title and closing costs and fees, survey costs, attorneys' fees and engineer's fees. Upon termination of this Agreement prior to closing for any reason, Developer shall be entitled to the prompt return of the balance of the Initial Deposit, minus any reimbursement costs incurred by the Village prior to termination. Developer shall receive a credit for the Initial Deposit at closing, but is responsible for payment of all fees, costs and expenses related to approving and carrying out this Agreement, including the sale of the Property, to the extent such fees, costs and expenses exceeded the amount of the Initial Deposit.

6. **TITLE INSURANCE.** The Village, at the Developer's cost and expense, shall deliver to the Developer a title commitment (the "**Title Commitment**") issued by Chicago Title Insurance Company (the "**Title Company**"), in the amount of the Purchase Price, subject only to: (i) the exclusions and conditions contained in the Title Commitment; (ii) the restrictions and reservations, if any, contained in the Deed; (iii) utility and drainage easements and such other covenants, easements, restrictions and matters of record; (iv) any additional easements recommended by the Village Engineer to be part of the conveyance; and (v) acts done or suffered by or judgments against the Developer (collectively, the "**Permitted Exceptions**").

7. **SURVEY.** The Village, at Developer's cost, shall order and obtain a boundary survey (the "**Survey**"), prepared by a surveyor licensed by the State of Illinois, which Survey shall include, but not be limited to, the following: (A) Surveyor's Firm name, address and registration number; (B) Surveyor's seal, signature, date of signing, and license expiration date; (C) Buyer's/Client's name; (D) North arrow; (E) scale-written or graphic; (F) date of completion of field work; (G) legal description of the Property; (H) legend for all symbols and abbreviations used on the plat; (I) sufficient angles, bearings or azimuths, linear dimensions and curve data must be shown on the plat to provide a mathematically closed figure for the exterior of the Survey. Where record angular dimensions, bearings or azimuths, linear dimensions or curve data exist, such data shall be shown on the plat and distinguished from measured dimensions or data. Area of the Survey is to be shown on the face of the plat in square feet and acres, more or less; (J) where bearing, azimuth or coordinate systems are used, the basis or proper names of the system shall be noted on the plat; (K) if the Survey is a parcel in a recorded subdivision, any adjacent rights-of-way or easements and setback lines shown on the recorded plat that affect the Property are to be shown and dimensioned; (L) visible physical evidence of possession or occupation either way from the exterior lines of the Survey shall be shown and dimensioned; (M) show visible evidence of improvements, rights-of-way, easements, or use; (N) exculpatory statements that attempt to restrict the uses of boundary surveys shall not be affixed to any plat; (O) the following statement shall be placed near the professional land surveyor seal and signature: "*This professional service conforms to the current Illinois minimum standards for a boundary survey.*"

Upon approval of the Survey, the legal description in **EXHIBIT 1** shall be automatically revised to be that of the legal description in the Survey and Title Commitment.

8. **DEED.** The Property shall be conveyed to Developer by the Village through a recordable quit claim deed (the "Deed"). The Deed shall provide that the Property is being conveyed in "As-Is, Where-Is" condition, including any environmental conditions existing in, on or beneath the Property. If public utilities, street lighting, sanitary or storm sewers, fire hydrants and related water service lines, public sidewalks or any other above or below grade infrastructure or public improvements are located within any portion of the Property to be sold, the Village shall reserve in the quit claim deed, a public utility or sidewalk easement of sufficient size to accommodate the repair, replacement, or maintenance of the public facilities or the installation of additional public facilities. The Village Engineer, in his or her discretion, shall determine the size of the required easement area. The quit claim deed will not remove or release any existing non-Village easement rights or other conditions of public record that are enforceable by other persons or private or public entities.

9. **CONDITION OF THE PROPERTY.** The Property is conveyed to Developer by the Village in "AS-IS, WHERE-IS" condition, including any environmental conditions existing in, on or beneath the Property. Except as provided for under this Agreement, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Property or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Property, its soil or groundwater, the scope and extent of any remediation performed on the Property or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Property. As part of this Agreement, the Village assigns to Developer any and all rights to any claims it may have against prior owners of the Property pertaining to the environmental condition of the Property, except for those rights necessary for the Village to retain to protect itself from such liability.

The Developer expressly acknowledges that it has not relied upon any representation or warranty made by either the Village or any officer, employee, agent or representative of the Village in connection with the Property, including specifically, without limitation, any warranty or representation as to the condition of the personal property, if any, the Property, planning status, topography, grading, climate, air, flood, water rights, water, utilities, present and future zoning, governmental entitlements and restrictions, soil, subsoil, paint or contamination of soil or water, access to public roads, habitability or fitness for any particular purpose, or the presence or absence of any hazardous material.

10. **DUE DILIGENCE PERIOD.**

A. At any and all times prior to Closing, Developer shall be entitled to perform any and all investigations, structural and system inspections with regard to the physical condition of the Property, soil reports, engineering studies, surveys and other studies and tests on the Property which the Developer may reasonably deem necessary, including Phase I and Phase II environmental assessments, and any brick work, roof repair and other work intended to secure and protect the building from further damage and deterioration, or as part of Developer's intended rehabilitation of the Property (the foregoing collectively, "**Inspections and Repairs**"). Developer understands, acknowledges and agrees that any Inspections and Repairs undertaken by him prior to Closing shall be at its sole risk and expense, and that the Village shall in no way be obligated to make reimbursement to it for such work should Closing not occur for any reason.

B. Developer's access to the Property to perform the Inspections and Repairs shall be governed by a temporary access agreement with the Village.

C. In the event that the Inspections and Repairs reveal that the Property is not suitable for the Developer's use, poses a material health, safety or environmental hazard, including the existence of any environmental condition which may be dangerous and/or unacceptable to the Developer, or the presence of any hazardous material, the Developer shall have the right, in its sole and exclusive judgment, to terminate this Agreement prior to the Closing Date, upon written notice to the Village. If the Agreement is terminated under this Paragraph 10, the Village shall return the Initial Deposit to the Developer, minus any out-of-pocket expenses incurred by the Village, and each party shall otherwise pay its own costs and expenses incurred under this Agreement and shall not seek reimbursement, contribution or damages from or against the other party for such costs and expenses or damages of any other kind, including costs incurred by Developer relative to Inspections or Repairs performed prior to termination.

D. If the Developer elects to terminate this Agreement pursuant to this Paragraph 10, Developer shall have the obligation, at the Village's sole discretion, to restore the Property to its original condition prior to such Inspections and Repairs, and indemnify the Village, as provided herein.

11. **NO DEBTS.** Developer is required to pay all fees, debts, judgments, penalties or other money due and owing the Village prior to or at Closing on the parcel. Developer must not be delinquent on payment of any Cook County real estate taxes on property owned by it within the Village. Closing may not take place unless all amounts due are satisfied.

12. **OTHER CONDITIONS OF SALE**. Prior to Closing, Developer is required to provide satisfactory proof to the Village of adequate, available funding to complete the Project.

13. **CLOSING DATE.** The Closing Date for conveyance of the Property shall be concurrent with or within ninety (90) days of the approval and execution of this Agreement, unless a later date is mutually agreed to by the Parties.

SECTION III – REDEVELOPMENT OF THE PROPERTY

1. **CONSTRUCTION OF IMPROVEMENTS.** Subject to delays caused by force majeure, the Developer shall, following conveyance of the Property, initiate the construction of the Project on the Property in substantial conformance with the Site Plan attached hereto as **GROUP EXHIBIT 2** and made a part hereof, within six (6) months from the Closing Date, and shall complete the Project within twelve (12) months from the Closing Date. Said Project shall be as described in Section I.3. of this Agreement, and as more specifically described and depicted in the Site Plan and/or Exterior Elevation documents attached hereto as **GROUP EXHIBIT 2** and made a part hereof.

No certificate of occupancy shall be issued by the Village until the single-family dwelling is constructed in accordance with the approved Site Plan and/or Exterior Elevation documents. If the Project is not commenced or completed on a timely basis as required herein, the Village's obligations under this Agreement may, following notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Property and any improvements thereon back to the Village as further detailed in Section IV.1.A. of this Agreement.

2. **TAXES, FEES AND CHARGES**. Developer agrees to promptly pay or cause to be paid, as the same become due, any and all fees, taxes and governmental charges of any kind that may at any time be lawfully assessed with respect to the Project or required under this Agreement. Developer agrees to pay when due any and all real estate taxes and special assessments with respect to the Property, together with all improvements constructed or to be constructed on the Property. If Developer pays to timely pay real estate taxes and special assessments when due as required by this Agreement, the Village may, following notice and at the sole option of the Village President and Board of Trustees, be declared terminated, in which case the Developer may be obligated to reconvey the Property and any improvements thereon back to the Village as further detailed in Section IV.1.A. of this Agreement.

SECTION IV - GENERAL PROVISIONS.

1. **DEFAULT.**

A. Developer Breach. In the event Developer fails or refuses to construct the Project on the Property consistent with the Site Plan documents making up **GROUP EXHIBIT 2** or as may be modified by mutual agreement of the parties, or fails or refuses to make the Improvements that comprise the Project within the relevant time frames provided for herein (subject to force majeure and weather conditions and the mutual agreement of the parties), fails to maintain the Improvements following construction, or fails to make timely payment of real estate taxes during the term of this Agreement and after Closing, the Village may terminate this Agreement upon thirty (30) days' notice. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to: (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Property during the time period owned by the Developer; and (ii) re-convey title to the Property by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Property) to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Property, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Property or improvements made by Developer thereto. Upon reconveyance by Developer, the Village shall have the right to re-enter and re-possess the Property and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subordinate to any mortgage or any other third party lien holder.

B. Additional Default Provisions - Right to Terminate Before the Closing Date. Anything to the contrary in this Agreement notwithstanding, this Agreement may be terminated at any time for any reason prior to the Closing Date as follows: (1) by either party upon written notice delivered by the terminating party to the other party; or (2) by mutual written agreement of the Village and Developer. If this Agreement is terminated, there shall be no liability, damages or compensation payable and due from either party to the other party, except that the Village shall be reimbursed in full for all out-of-pocket expenses incurred relative to this transaction from the Initial Deposit, or, if there are not sufficient funds in the Initial Deposit, then the Developer shall be obligated to pay the Village for the unpaid portion of such expenses not paid by the funds of the Initial Deposit.

2. **APPLICABLE LAW AND PARTIES BOUND.** This Agreement relates to the sale and improvement of property located in the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties, and their respective heirs, grantees, legal representatives, successors and permitted assigns, agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

3. **SCHEDULE OF EXHIBITS, RIDERS AND ATTACHMENTS.** The following are attached hereto and made a part hereof.

EXHIBIT 1	Legal Description
GROUP EXHIBIT 2	Site Plan and/or Exterior Elevation Documents Showing Improvements

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below their respective signatures.

VILLAGE:
VILLAGE OF MAYWOOD,
an Illinois municipal corporation

By: _____

Name: _____
Title: Village President

ATTEST:

By: _____

Name: _____
Title: Village Clerk

DATE EXECUTED BY THE VILLAGE:

_____

DEVELOPER:
Juan Tinajero,
an individual

By: _____

Name: _____
Title: _____

ATTEST:

By: _____

Name: _____
Title: _____

DATE EXECUTED BY DEVELOPER:

_____

EXHIBIT 1

Legal Description of Property

LOT 46 IN BLOCK 'A' IN THE SUBDIVISION OF LOTS 25 AND 26 IN BLOCK 22, LOTS 30 AND 31 IN BLOCK 35 AND LOTS 1 TO 3 AND LOTS 30 AND 31 IN BLOCK 36 IN PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

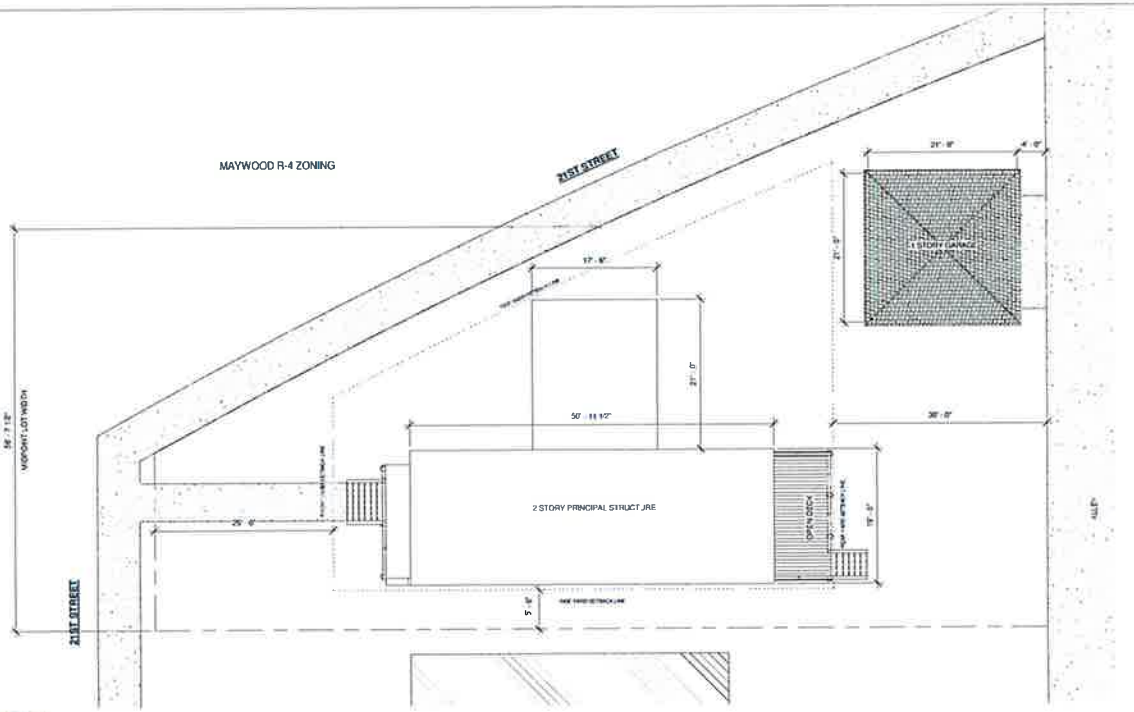
ADDRESS: 1 South 21st Avenue, Maywood, Illinois 60153

PIN: 15 10-117-001-0000

GROUP EXHIBIT 2

SITE PLAN AND/OR EXTERIOR ELEVATION DOCUMENTS SHOWING IMPROVEMENTS ON THE PROPERTY

(attached)



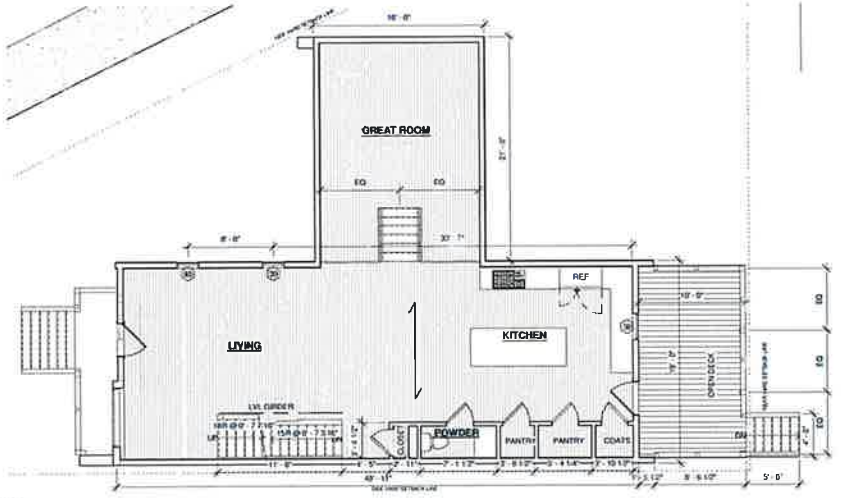
1 SITE PLAN
1/8" = 1'-0"



4 EXTERIOR PERSPECTIVE VIEW



2 FRONT (WEST) ELEVATION
1/4" = 1'-0"



3 LEVEL 1
3/16" = 1'-0"

tmd

TODD MACKINSON DESIGN LLC

4117 EDDY

THESE DRAWINGS HAVE BEEN PREPARED UNDER THE DIRECT SUPERVISION OF THE LICENSED ARCHITECT NOTED ON THE COVER PAGE AND TO THE BEST OF THE ARCHITECT'S KNOWLEDGE AND BELIEF, CONFORM WITH ALL BUILDING CODES ENFORCED BY THE AUTHORITY HAVING JURISDICTION. ALL CONSTRUCTION SHALL ALSO CONFORM TO THOSE CODES

No.	Description	Date
1	ISSUED FOR PERMIT	1/31/21

118

SCHEMATIC DRAWINGS

Project Number	JT-3445
Date	3/6/21

1 S. 21st

Scale: As indicated

3/6/2021 3:46:38 PM

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE SALE AND REDEVELOPMENT OF REAL PROPERTY COMMONLY KNOWN AS 1 SOUTH 21st AVENUE PURSUANT TO THE MAYWOOD TAX REACTIVATION PROGRAM (Purchaser: Juan Tinajero)

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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

_____
Viola Mims, Village Clerk

[SEAL]

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 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 T. Jurusik**

DATE: **April 14, 2021**

RE: **Community Development Block Grant Program ("CDBGP") -- CDBGP Grant Subrecipient Agreement for the Warren Street Roadway Improvements Project: CDBGP Project #2006-094**

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

> A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A SUBRECIPIENT AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR (Project: Warren Street Roadway Improvements - Warren Street from the West Village Limits to 19th Avenue)

The enclosed Resolution approves a subrecipient agreement with Cook County for an allocation of funds from the 2020 Program Year of the Community Development Block Grant Program ("CDBGP") to complete the Warren Street Roadway Improvements Project, which includes Warren Street from the West Village Limits to 19th Avenue. The Project consists of the repair and replacement of roadway and sewer improvements along Warren Street as follows: removal and replacement 1,600 linear feet of failed concrete curb and gutter, 9,500 square feet of concrete sidewalk and 250 square yards of concrete driveway pavement; reconstruction of 2,400 yards of pavement with geotechnical fabric, aggregate base course, hot-mix asphalt binder and surface courses; 400 feet of thermoplastic pavement markings, 1,100 square yards of sodding, various drainage structure repairs and 900 linear feet of cured in place pipe (CIPP) lining of combined sewers.

The Total Estimated Project Cost is $395,000.00. Under the Grant, the Village will receive $200,000.00 of CDBGP Funds and will be obligated to pay a match of $195,000.00. Per the last page of the CDBG PY 2020 Subrecipient Agreement, the Village will pay a $103,500.00 matching contribution relative to the construction work and $91,500.00 for the design engineering services and construction management services fees associated with the Project. The Village's match will have to be paid from the General Funds or other available funds, as this Project area is not within a TIF District. A copy of the CDBG PY 2020 Subrecipient Agreement is attached to the Resolution as Exhibit "A". If the Grant is approved, then, at a future Village

Board Meeting, the Village Engineer will present for Village Board approval a professional engineering services agreement related to the performance of the design engineering services and construction management services for the Project.

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, Director of Community Development (w/ encl.)
John West, Public Works Director (w/ encl.)
Mark Lucas, Village Engineer (w/ encl.)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A SUBRECIPIENT AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR

(Project: Warren Street Roadway Improvements – Warren Street from the West Village Limits to 19th Avenue)

WHEREAS, the Village of Maywood (the "Village" or the "Recipient") has been awarded a grant (the "Grant") from Cook County for an allocation of funds during the 2020 Program Year under the Community Development Block Grant Program ("CDBGP") in order to complete a capital improvement within the Village of Maywood (the "Village") described as follows: Warren Street Roadway Improvements Project, which includes Warren Street from the West Village Limits to 19th Avenue, and consists of the completion of the repair and replacement of roadway and sewer improvements along Warren Street as follows: removal and replacement 1,600 linear feet of failed concrete curb and gutter, 9,500 square feet of concrete sidewalk and 250 square yards of concrete driveway pavement; reconstruction of 2,400 yards of pavement with geotechnical fabric, aggregate base course, hot-mix asphalt binder and surface courses; 400 feet of thermoplastic pavement markings, 1,100 square yards of sodding, various drainage structure repairs and 900 linear feet of cured in place pipe (CIPP) lining of combined sewers (the "Project"); and

WHEREAS, the total estimated Project cost is $395,000.00. Under the attached Subrecipient Agreement, the Village will receive $200,000.00 of CDBGP Funds, which can be used only to pay for the Project's construction work. The Village is obligated to pay a $103,500.00 matching contribution relative to the Project construction work and also pay $91,500.00 for the design engineering services and construction management services fees associated with the Project. The Village's matching and contribution funds for the Project will be paid with General Corporate Funds of the Village; and

WHEREAS, the Village agrees to approve and enter into the attached "SUBRECIPIENT AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR" (the "Agreement") with Cook County, wherein Cook County agrees to provide CDBGP Funds to the Village in an amount not to exceed Two Hundred Thousand and No/100 Dollars ($200,000.00), which shall be used for completion of the Project, all in accordance with the terms and conditions set forth in the Agreement. A copy of the Agreement is attached as **Exhibit "A"** and is on file with the Village Clerk's Office; and

WHEREAS, the Village will use the Grant Funds solely and exclusively for eligible activities in connection with the Program and for no other purpose; and

WHEREAS, the President and Board of Trustees of the Village deem it to be in the best interests of the Village, its residents, business owners, property owners and the public to accept the Grant and enter into the Agreement.

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 authorize the approval and execution of the "SUBRECIPIENT AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR" (the "Agreement") (**Exhibit "A"**) to be entered into with Cook County for the purposes stated in the Agreement, and further approve the expenditure of the CDBGP Funds and the General Corporate Funds to pay for the Project construction costs and the professional engineering services to be performed by the Village Engineer in regard to the Project.

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, accept the Grant Funds and execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Village to perform its obligations under the Agreement. The Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, are authorized and directed to transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement.

SECTION 4: The President and Board of Trustees of the Village ratify, authorize, confirm and approve all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

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 April, 2021, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

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

_____
Edwenna Perkins, Village President

ATTEST:

_____
Viola Mims, Village Clerk

Exhibit "A"

SUBRECIPIENT AGREEMENT FOR
THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR

(attached)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2020
October 1, 2020 through September 30, 2021

VILLAGE OF MAYWOOD

CDBG PY 2020
SUBRECIPIENT AGREEMENT

PROJECT NUMBER:
2006-094

AWARD:
$200,000

AWARDED TITLE:
Warren Street CDBG Roadway Improvements Project

Prepared by the Department of Planning and Development

COMMUNITY DEVELOPMENT BLOCK GRANT AND MOTOR FUEL TAX SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2020, by and between the COUNTY OF COOK Department of Planning and Development, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and **Village of Maywood,** a qualifying entity, (hereinafter referred to as the "Subrecipient),")

W I T N E S S E T H:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2020 through September 30, 2021, pursuant to said Act; and,

WHEREAS, the Cook County Department of Transportation and Highways (hereinafter referred to as "DOTH") receives a monthly allocation of Motor Fuel Tax (MFT) funds from the State of Illinois according to the provisions outlined in the MFT fund distribution statute, 35 ILCS 505/8; and

WHEREAS, the Subrecipient is advancing a roadway project and therefore eligible to be funded with MFT funds; and

[SUBRECIPIENTS TO CHECK THE APPLICABLE BOX]

☐ WHEREAS, the Subrecipient is a Municipality and derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

☐ WHEREAS, the Subrecipient is a Township and derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

☐ WHEREAS, the Subrecipient is a Park District and derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

☐ WHEREAS, the Subrecipient is a Housing Authority and derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

☐ WHEREAS, the Subrecipient is an Intergovernmental Agency and derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; or

☐ WHEREAS, the Subrecipient is a Not-For-Profit Corporation and derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a Duns Number of **74381526** has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and accept a grant of MFT funds by way of the Cook County Department of Planning and Development; and the County has the right and authority under said Act to allocate a portion of its CDBG funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the purpose described in the Subrecipient's Project Summary (including any special provisions) attached hereto as Exhibit "E" which includes a detailed description of the work, and has approved the Project, a complete budget and schedule for completing the work within the required allocated time and within the Subrecipient's corporate or jurisdictional limits (hereinafter referred to as **2006-094**

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Requirements for Construction.

A. Construction Contract. The Subrecipient shall enter into a contract with a contractor to furnish all labor and materials needed to construct the Project. In awarding and administering the contract, the Subrecipient shall comply with all applicable Cook County, State and Federal laws and regulations. To the extent that any of the provisions of this section conflict with any Cook County, State or Federal law or regulation, said law or regulation shall control.

B. Bid Documents. The Subrecipient shall prepare contract bid documents for the Project, which shall include the minimum qualifications, plans and specifications, special provisions, cost estimates and details regarding any pre-bid conference or site inspection and whether such pre-bid conference or site inspection is mandatory. The Subrecipient shall keep a record of all individuals who request bid documents. The Subrecipient shall notify all individuals recorded as having requested bid documents of any changes with respect to any pre-bid conference or site inspection no later than twenty-four (24) hours prior to the original scheduled date and no less than two (2) business days prior to any newly scheduled date.

C. Bid Notice. After County approval, the Subrecipient shall publish a bid notice in the local newspaper at least fourteen (15) business days before the date for the submission of bids.

D. Changes to Bids. No bid may be changed, amended or supplemented in any way after the date and time for submission of bids.

E. Bid Opening. All bids shall be opened, and a record of such bids shall be made on the date and at the time and location as stated in the bid notice or as prescribed in an addendum issued by the Subrecipient. If it is determined that an error was made in the public reading of the bids, the Subrecipient shall notify all bidders of such error and reconvene the bid opening to correct the record as soon as reasonably possible.

F. Bid Reissuance. If only one bid has been submitted, the Subrecipient shall determine whether to open the bid or return the bid to the bidder via certified mail and reissue the bid notice or use a different method to award the contract.

G. Bid Tabulation. The Subrecipient shall review, evaluate and tabulate responsive bids. In determining the apparent low bid, the Subrecipient shall consider the responsibility of the bidder, including, but not limited to, the bidder's experience and past performance, financial capacity, staff qualifications, and the willingness and ability to meet time requirements.

H. Contract Execution. The Subrecipient must receive County approval prior to awarding a construction contractor. After County approval, the Subrecipient shall forward a copy of the fully executed construction contract to the County not later than five (5) calendar days after the mandatory pre-construction meeting. County must receive a copy of the executed construction contract before the construction start date.

I. Pre-Construction Notices. The Subrecipient shall provide not less than five (5) calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven (7) calendar days' advance written notice to the County prior to the start of construction of the Project.

J. Insurance. The Subrecipient shall require that the construction contractor name the County as an additional insured under the contractor's general liability insurance policy.

K. Right of Inspection. The County and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Subrecipient shall work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction of the Project.

L. Final Inspection Notice. The Subrecipient shall provide no less than fourteen (14) calendar days' advance written notice to the County prior to final inspection of the Project.

M. Project Completion. The Subrecipient shall provide all required project closeout documents to include Program required completion documents (Davis-Bacon, Certified Payrolls, Employee Interview Forms, Performance Reports, etc.), and payment documents (Invoices, Change Orders, Final Waiver of Liens, etc.)

3. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and

2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;

3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives. All activities funded with MFT funds must be for roadway projects and meet the MFT guidelines published by the Illinois Department of Transportation's Bureau of Local Roads and Streets.

4. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

A. The uniform administrative requirements set out in 24 CFR Section 570.502; and

B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.

C. Administrative Requirements pursuant to Exhibit C.

5. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its Project Summary (Exhibit E).

6. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the budget amount identified in Exhibit E. The Subrecipient agrees to use said funds solely for the purpose of paying for **2006-094** in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN**.

7. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity

Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B.
The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process in compliance with 24 CFR 85.36(e). The construction shall be done by bonded contractors acceptable to the CDBG Program and must comply with the affirmative goal of using minority and women-owned businesses (MBE/WBE) which is currently set at 24% MBE and 10% WBE based upon the current County ordinance. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

8. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objectives

A. The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 23.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **A final performance report** shall be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The Subrecipient understands and agrees that the failure to submit timely performance reports will place future funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low- and moderate-income people in the following categories;
   a. Area benefit activities
   b. Limited clientele activities
   c. Housing activities
   d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however, such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

9. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract or agreement (including those for the procurement of supplies, equipment, construction or services) the performance of any work or transfer of any interest in real estate pertaining to this Agreement or the receipt of any program benefits;

2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;

3. take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract, agreement or transfer of real estate made and/or procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost thereunder.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;

2. are in a position to participate in a decision-making process or gain inside information with regard to such activities;

3. may obtain personal or financial interest or benefit from the activity; or

4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this Paragraph 8 in all contracts or subcontracts entered into pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Paragraph 18 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

10. Environmental Review Procedures; Authorization to Incur Grant Costs.

The County Planning and Development staff will undertake any required environmental reviews for the Project. Upon completion of any required environmental reviews, the County shall send the Subrecipient an "AUTHORIZATION TO INCUR GRANT COSTS." After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS," the Subrecipient shall follow all applicable County procedures and requirements.

A. The County Planning and Development staff will undertake the required environmental review for the project.

B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended, if applicable.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient an "AUTHORIZATION TO INCUR GRANT COSTS".

D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in Section 2.B. of this Agreement.

11. Lobbying:

The Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

D. Lobbying Certification

The certification located in Exhibit D is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. Hatch Act: Davis Bacon

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

13. Copyright

If this Agreement results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

14. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

15. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it nor its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping,

pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

16. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that the Project must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid Project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the Project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2021.**

17. Records Maintenance.

A. The Subrecipient shall maintain during the term of this Agreement and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts shall include, but not be limited to, the following: records providing a full description of each activity being assisted with CDBG and MFT funds including its location and eligibility; a general ledger that supports the costs charged to the County; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted

amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County and its authorized representative(s) access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG and MFT funds to necessitate such reviews and audits.

C. The Subrecipient agrees to comply with the records maintenance requirements set forth in 24 CFR 570.506 insofar as they apply to each activity undertaken.

18. Return of Funds and Accounts Receivables; Expiration of Project.

Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

A. The uniform administrative requirements set out in 24 CFR Section 570.502;

B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52;

C. The requirements of 24 CFR Section 570.503 (b)(3) that any program income derived from the use of CDBG funds (including any investments thereof) on hand at the end of the term of the Agreement shall be returned or repaid to the County.

D. The remedies for noncompliance and provisions on termination in accordance with 2 CFR part 200, subpart D.

E. The requirements of 24 CFR 570.503(b)(7), Reversion of Assets, as modified by 24 CFR 570.501(b). Specifically, the Subrecipient shall ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

(1.) used to meet one of the National Objectives set forth in 24 CFR 570.208, as may be amended or redesignated, for at least five (5) years after the date that Subrecipient is no longer considered by HUD to be a part of the County's urban county; or

(2.) if any such real property is not used in accordance with subsection (1.) above, Subrecipient shall pay the County an amount equal to the current market value of the property, less any portion of the value attributable to the expenditures of CDBG Funds for the acquisition of, or improvement to, the property. No payment to the County is required after the period of time described in subsection (1.) above.

19. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 23 of this Agreement including any of the actions set out therein.

20. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with grant requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to grant requirements.

21. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient or any contractor or subcontractor hired pursuant to this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG and MFT funds specified herein shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. **The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 18 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.**

22. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, directors, agents, employees, consultants, contractors, subcontractors, suppliers or servants, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

23. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;

2. has failed to perform or is failing to perform; or

3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:

   a. suspend or terminate this Agreement in whole or in part by written notice, and/or:

   b. demand refund of any funds disbursed to Subrecipient;

   c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;

   d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;

   e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

   f. withhold further grant awards;

   g. take other remedies legally available; or

   h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

1. used or is using fraudulent, coercive or dishonest practices;

2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or

3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or

2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination and the effective date and, in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

24. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY:
Ms. Susan M. Campbell, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT:
Ms. Edwenna Perkins, President
Village of Maywood
40 Madison Street
Maywood, IL 60153-2323

The Subrecipient agrees that the County will be consulted in the planning of any events related to the Project and provided reasonable notice regarding the timing of the events.

25. SIGNAGE

The Subrecipient shall prepare and erect appropriate signage to indicate the County's participation in the Project and the source of funds for the Project subject to the prior approval of the County. Whenever projects receive funding from HUD, signage shall be consistent with criteria established by HUD. In general, this requirement is anticipated to apply to capital improvement and residential development projects. The Subrecipient will ensure that signs are prepared according to the requirements and specifications for signage set forth in the Cook County Community Development Block Grant Program Procedures and Operations Guide. The Subrecipient shall include such requirements and specifications in any bid documents with contractors who shall prepare and erect all signage according to such specifications.

26. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October, 2020, and shall continue in effect for all periods in which the Subrecipient has control over CDBG and MFT funds, and until this project is closed out in accord with grant closeout procedures established by the County. This Agreement shall be deemed expired when the County gives written notice that the grant is closed.

27. Binding Authority.

The individuals executing this Agreement on behalf of the County and the Subrecipient represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

28. Entire Agreement and Savings Clause.

A. This Agreement sets forth all the covenants, conditions and promises between the County and the Subrecipient with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

B. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY:_____ _____
Dir. of Dept. of Planning and Development (Signature) Printed Name Date
County of Cook

Attest:_____ _____
Cook County Clerk (Signature) Printed Name Date

County Seal:

Approved as to Form:_____ _____
Assistant State's Attorney (Signature) Printed Name Date

SUBRECIPIENT:

BY:_____ _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE:_____

ATTEST:_____ _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form:_____ _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

(1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act f 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).

(3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.

(4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.

(5) The requirements of Executive Orders 11625, 12432, and 1 2138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.

(6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

(7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.

(8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.

(9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.

(10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.

(11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.

(12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.

(13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

(14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for $10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

EXHIBIT B
ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that, if applicable:

A. It possesses legal authority to make a grant submission and to execute a community development and housing program.

B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.

C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.

D. 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;

2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.

E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.

F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.

G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee

under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.

I. The grant will be conducted and administered in compliance with the following requirements:

1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;

2. a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
   b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;

3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;

7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;

8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;

9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970,as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d)governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;

11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;

12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);

14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;

15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.

K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.

L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.

M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.

N. 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.

2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principals

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 4 CFR570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, 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 au dit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 day s after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value

attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

If applicable to the Project, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

EXHIBIT D

CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure.

SUBRECIPIENT:

BY:_____ _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date

TITLE:_____

ATTEST:_____ _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed) Date

Subrecipient Seal:

EXHIBIT E - PROJECT SUMMARY

2020 Program Year: October 1, 2020 through September 30, 2021

Planner Tim Kleist

SUBRECIPIENT **VILLAGE OF MAYWOOD**

ADDRESS **40 Madison Street** CITY **Maywood** ZIP **60153-2323**

Willie Norfleet Jr. (708) 450-6300 (708) 344-8380 wnorfleet@maywood-il.org

PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM **2006-094** **IDIS No.**

PROJECT TITLE Warren Street CDBG Roadway Improvements Project

Account #: **9428225-580170.100**

Eligibility Citation	Award Amount	ProMatch14	Total Budget Summary
	$200,000		**$200,000**

Award Match	Match_Source_1
$195,000.00	**Village Corp Fund**
Award Match2	Match_Source_2

SUMMARY PROJECT DESCRIPTION: Capital Improvement - Infrastructure

Eligibility:

LMI
- ☐ Does Not Apply
- ☑ Area Benefit
- ☐ Limited Clientele
- ☐ Housing Activity
- ☐ Job Creation/Retention

Slum Blight
- ☑ Does Not Apply
- ☐ Area
- ☐ Spot

Is Acquisition Required?
- ☐ Yes
- ☑ No

Census Tracts	Block Groups	L/M Income %
817200	3	56.36%

NARRATIVE:

Awarded Location

Warren Street - from the west Village limits to 19th Avenue

AWARDED Project Description

The project is an improvement to critical infrastructure, as the street pavements and drainage along the project limits are in much need of replacement. The combined sewer as well as sewer drainage systems at intersections are in need of repair.

Note: The environmental review requirement must be cleared by the County in accordance with 24 CFR 58.22 prior to the incurrence of costs on activities that would limit the choice of reasonable alternatives. The County has no obligation to fund this Project until the County has cleared the environmental review requirement and issued an Authorization to Incur Grant Costs to the Subrecipient.

Specific Anticipated Accomplishments

Removal and replacement of approximately 1,600 linear feet of failed concrete curb and gutter, 9,500 square feet of concrete sidewalk, and 250 square yards of concrete driveway pavement; reconstruction of 2,400 square yards of pavement with geotechincal fabric, aggregate base course, hot-mix asphalt binder and surface courses; 400 feet of thermoplastic pavement markings, 1,100 square yards of sodding, various drainage structure repairs and 900 linear feet of cured in place pipe (CIPP) lining of combined sewers.

Environmental Review	Amendment	Amendment Date	Planner
			Tim Kleist

PROJECT COMPLETION SCHEDULE

Month 1
Prepare Plans and Specifications

Month 2
Prepare Plans and Specifications

Month 3
Submit Plans and Bidding Documents to County for review

Month 4
Advertise for Bids

Month 5
Award of Contract

Month 6
Begin Construction

PROJECT COMPLETION SCHEDULE

Month 7
Continue Construction

Month 8
Continue Construction

Month 9
Punch List, Project Closeout Documentation

Month 10
Project Complete

Month 11

Month 12

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

NAME AND POSITION	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			$0.00		
			$0		
			$0		
			$0		
			$0		
			$0		
			$0		
No			$0		
			$0		
			$0		
			$0		
			$0		
			$0		
			$0		
TOTAL SALARIES:	**$0.00**		**$0.00**	**$0.00**	**$0.00**

REMINDER

NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	$200,000.00	$103,500.00	$303,500.00
Single-Family Rehabilitation			$0.00
Economic Development			$0.00
Demolition/Clearance			$0.00
Acquisition			$0.00
Relocation			$0.00
TOTAL PROJECT ACTIVITY:	**$200,000.00**	**$103,500.00**	**$303,500.00**

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY: ***(You are encouraged to use CDBG Funds for salaries only.***

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	$0.00	$0.00	$0.00
Office Rent/Utilities			$0.00
Postage			$0.00
Printing (Rental Equipment)			$0.00
Publication/Notices			$0.00
Project Travel @ $.545 per mile **OR** current IRS rate.			$0.00
Other: _____			$0.00
Other: _____			$0.00

Professional Services: ***(Need to be Procured if using CDBG Funds.)***

Architect			$0.00
Engineering		$91,500.00	$91,500.00
Legal			$0.00
Accounting (*except Single Audit*)			
Other: _____			$0.00
Other: _____			$0.00
TOTAL PROJECT DELIVERY:	**$0.00**	**$0.00**	**$91,500.00**

CDBG Grand Total	Match Grand Total	GRAND TOTAL ALL
$200,000.00	**$195,000.00**	**$395,000.00**

Cook County Department of Planning and Development
Community Development Block Grant (CDBG)

Required Information to Satisfy the Federal Funding Accountability and Transparency Act (FFATA)

As a condition of your CDBG award, please complete the form below and bring it to your Subrecipient Agreement Workshop.

_____ _____

Preparer Name Preparer Signature Date

_____

Subrecipient Name

1) In your municipality or organization's preceding completed fiscal year, did your municipality or organization receive (A) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (B) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ YES _____ NO

If you answered "yes" to question #1, please proceed to question #2 below.

2) Does the public have access to information about the compensation of the executives in your municipality or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986?

_____ YES _____ NO

If you answered "no" to question #2, please complete the compensation information below.

Names and Total Compensation of Top 5 Employees

Name	Total Compensation
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Instructions for Executing Subrecipient Agreements

In an effort to streamline the process of signing and executing Subrecipient Agreements, please follow the instructions below. Failure to follow instructions will cause delays in executing your Agreement.

You have received your Agreement Package via email this year. Please follow the instructions for execution below and email a fully executed copy to the attention of Ms. Sonia Brown for processing at Sonia.Brown@cookcountyil.gov. A confirmation of receipt will be sent, and the Agreement will be reviewed by appropriate staff for any problems or omissions. Your agency will be notified of any errors.

The Agreement Package that you received via email contains the following:

- Agreement Cover Page
- Subrecipient Agreement (14 pages)
- Exhibits A through E

Instructions for Execution of the Subrecipient Agreement

1) Do not remove any pages of the agreement package. Use only the agreement and exhibits sent to you by the County. Please review the agreement and exhibits. However, do not make any changes in the agreement or exhibits. If you identify any issues or errors, please let us know.

2) A Board/Council Resolution authorizing an official to execute the Subrecipient Agreement is required. A sample resolution is included later in these instructions.

3) A Certification of the above Resolution is required. A sample certification for non-profits is included later in these instructions.

4) Complete the entire Subrecipient portion of the signature page of the Subrecipient Agreement (page 14). The Subrecipient Official who executes the signature page must be the person authorized by the Resolution. The Attest signature also required. The only exception is for a non-profit Subrecipient who does not have an Attorney. Please be sure that all signatures are dated.

5) Complete Exhibit D in a similar fashion to how you executed the signature page of the Subrecipient Agreement in Step 4 above. An Attorney signature is not needed on Exhibit D. Again, please be sure all signatures are dated.

6) ***** **Signatures may be scanned or digital.** **********

7) The corporate or municipal seal must be displayed on all signature pages. The seal is needed on the Subrecipient Agreement signature page (page 14), the Resolution, the Certification, and Exhibit D. **If a non-profit Subrecipient does not have a seal, you must inform the County in writing of this fact when you submit the fully executed Subrecipient Agreement via email (see instructions above).**

8) Please review the list below, which highlights common execution problems from past years.

CDBG SUBRECIPIENT AGREEMENT EXECUTION – COMMON PROBLEMS

☐ The Subrecipient Agreement must be signed by the person authorized by the Resolution (see Step 4 above).

☐ The Subrecipient Agreement signature page must be signed, sealed and dated. If a non-profit agency does not have a seal, a written notice is needed (see Step 7 above).

☐ The date of the Attest signature on the Subrecipient Agreement signature page must match the date of the Subrecipient Official's signature.

☐ The Resolution must have the correct project number.

☐ The date that the Subrecipient Agreement signature page is executed cannot be earlier than the date the Resolution is passed.

☐ The Resolution must be signed and sealed and must use appropriate resolution language (see sample Resolution later in these instructions).

☐ The Certification date cannot be earlier than Resolution date.

☐ The Certification must be signed and sealed and must use appropriate certification language (see sample Certification later in these instructions).

☐ The date on the Resolution must match the Resolution date referenced in the Certification.

MUNICIPALITIES MUST COMPLY WITH THE FOLLOWING STATUTE FOR USE OF A DEPUTY CLERK'S SIGNATURE:

DEPUTY CLERK

5/3.1-35-95. Powers - Authorization

§ 3-10-9. The municipal deputy clerk, or clerks, as the case may be, shall have the power and duty to execute all documents required by any law to be executed by the municipal clerk, and affix the seal of the clerk thereto wherever required. In signing any document a deputy clerk shall sign the name of the clerk followed with the word "By" and the deputy clerk's own name and the words "Deputy Clerk".

Except the municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised only in the absence of the clerk from the place where the clerk's office is maintained, and only when either written direction has been given by the clerk to such deputy to exercise such power, or the corporate authorities have determined by resolution that the municipal clerk is temporarily or permanently incapacitated to perform such function. In municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised upon the direction of the clerk, or when the corporate authorities have determined by resolution that the clerk is temporarily or permanently incapacitated to perform his functions and duties. When duly authorized as herein provided the signature affixed by any such deputy in the manner herein prescribed on any document, including, but not limited to contracts, bonds, or other obligations of the municipality, such document shall have the same effect as if the documents so executed had been signed by the municipal clerk in person.

SAMPLE RESOLUTION

PLEASE NOTE: The below resolution is a sample resolution. Do not use this sample, but rather execute a resolution on your own letterhead. If you would like an editable sample resolution in Microsoft Word, please contact Sonia Brown at sonia.brown@cookcountyil.gov

When completing your resolution, use a position title only and DO NOT name a specific individual. Include both paragraphs in your resolution. You may also designate additional positions or positions different than those listed in the sample below for executing documents if you so choose.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (President/Mayor/Chairman) and the (Clerk/Secretary) be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2020 Community Development Block Grant (CDBG) Agreement with the County of Cook, Illinois for Project Number(s) _____, a copy of which (is/are) on file with the (Clerk/Secretary).

BE IT FURTHER RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (insert position title here- could be more than one position - **if you chose more than one position use the word "or" and not the word "and"**) be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2020 Community Development Block Grant (CDBG) Program.

Dated this _____ day of _____, 2020.

ATTEST:

By: _____ By: _____

Board President/Chairman (Signature) Secretary/Clerk (Signature)

_____ _____

Printed Name Printed Name

(SEAL)

SAMPLE CERTIFICATION

PLEASE NOTE: This below certification is a sample certification for non-profits. Do not use this sample, but rather execute a certification on your own letterhead. If you would like an editable sample certification in Microsoft Word, please contact Sonia Brown at sonia.brown@cookcountyil.gov

CERTIFICATION

The undersigned and duly qualified acting Secretary of the Board of Directors of _____ hereby certifies that the attached copy of the resolution authorizing execution of the 2020 Community Development Block Grant (CDBG) Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said resolution as passed by the Board of Directors of _____, on_____, 2020, and which is still in full force and effect as of _____.

By: _____
Secretary - Signature

_____
Printed Name

(SEAL)

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 AUTHORIZING AND APPROVING THE EXECUTION OF A SUBRECIPIENT AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR

(Project: Warren Street Roadway Improvements – Warren Street from the West Village Limits to 19th Avenue)

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

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

AYES:_____

NAYS:_____

ABSENT:_____

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

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

_____
Viola Mims, Village Clerk

[SEAL]

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

MEMO

Date: April 12, 2021

To: Village of Maywood

Attn: Willie Norfleet, Jr., Village Manager

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

From: Bill Peterhansen, P.E., CFM

Re: 2021 Alley, Roadway, and Water Main Improvements
Engineering Agreement

Attached is our proposed engineering agreement to provide preliminary, design, and construction engineering services related to the construction of the referenced improvements. The project to be constructed consists of alley, roadway, and water main improvements at various locations throughout the Village. The work is primarily within the boundaries of the Madison Street TIF, and also includes other approved projects as pertain to the 5 Year Capital Plan.

Summary of Project Scope - Alleys

The scope of work involving alleys includes the installation of an eight-inch (8") concrete pavement over a six-inch (6") aggregate base course and geotechnical fabric, concrete garage aprons and entry sidewalks, drainage improvements including catch basins and storm sewers connecting to the village system, and landscaping restoration.

Dependent upon the needed length of proposed sewer (as determined by final design), it may be more economical to install infiltration basins beneath permeable pavers which would also serve to reduce the amount of water entering the Village's sewers. This option would be reviewed at the time of final design and incorporated wherever a reduction of cost to the Village could be realized. The newly constructed alleys would provide for a fifty (50) year service life.

The two (2) alleys to be improved are as follows:

Alley #136 – North-South Alley between 5th Avenue, 4th Avenue, Quincy Street, and Adams Street
Alley #200 – "L" shaped Alley between 17th Avenue, 16th Avenue, North Maywood Drive, and Madison Street

Edwin Hancock Engineering Company 9933 Roosevelt Road Westchester, IL 60154 Phone: 708-865-0300 FAX: 708-865-1212

Summary of Project Scope - Roadways

The scope of work involving roadways includes resurfacing or full pavement reconstruction (dependent upon need), removal and replacement of concrete curb and gutter, replacement of concrete driveways, intermittent replacement of deteriorated sidewalk, placement of ADA compliant roadway crossings, repair/replacement of utility structures as needed, repairs to the combined sewer, replacement of drainage structures and sewer laterals at intersections, landscaping restoration, pavement markings and other related improvements.

The roadways to be improved consist of the following, with highlights:

1. 3rd Avenue – Prairie Path to Wilcox Street
   Approximately 400' linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and an eight-inch (8") thick Portland Cement Concrete pavement designed to carry industrial truck traffic loading. Complete curb and gutter replacement, sidewalk replacement and parkway restoration will be included.

2. School Street – 9th Avenue to 6th Avenue
   Approximately 900 linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and a six-inch (6") hot-mix asphalt pavement section. Complete curb and gutter replacement will be performed, along with driveway aprons.

3. South Maywood Drive – 19th Avenue to 17th Avenue
   Approximately 600 linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and a six-inch (6") hot-mix asphalt pavement section. Complete curb and gutter replacement will be performed. The project presents an opportunity to install parking along Winfield Scott Park if desired. We will present options to staff for consideration during design.

4. Warren Street – 5th Avenue to 4th Avenue
   The pavement will be reconstructed between 5th Avenue and the alley east of 5th Avenue, with installation of geotechnical fabric, six-inches of aggregate base course, and six-inches of hot-mix asphalt, with the focus being to address on-street parking needs. Complete curb and gutter, and sidewalk replacement will be performed. The pavement east of the alley to 4th Avenue will be patched as needed with an eight-inch (8") concrete base course, and then resurfaced with hot-mix asphalt.

5. 7th Avenue – Chicago Avenue to Rice Street, 4th Avenue – Lexington Street to Bataan Drive
   Approximately 700 linear feet of pavement will be resurfaced to address an asphalt surface that has failed. The existing pavements will be milled down to the brick base course and resurfaced with 1" of hot-mix asphalt leveling binder and 2" of hot-mix asphalt surface course. The concrete curbs and driveways were recently replaced (1990's) and may remain in place without the expenditure of additional Village funds.

Edwin Hancock Engineering Company 9933 Roosevelt Road Westchester, IL 60154 Phone: 708-865-0300 FAX: 708-865-1212

Summary of Project Scope – Water Main Improvements

The water main to be replaced consists of the following, with highlights:

1. Bataan Drive - 13th Avenue to 9th Avenue
   Approximately 1,400 linear feet of existing six-inch diameter (6") water main in poor condition will be replaced with a new ten-inch diameter (10") water main. This section of water main has experienced numerous breaks in recent years. It is desired to improve this chokepoint on the Village system and provide improved circulation throughout the south section of town. The new water main will be placed beneath the south sidewalk and/or within the south parkway, while attempting to preserve the existing pavement and abandoning the existing water main beneath it. New valves, water main connections, fire hydrants, and other related appurtenances will be installed. Restoration of sidewalks, driveways and landscaping within the south parkway will be performed.

Summary of Alley and Street Selection

The alleys, roadways, and water main improvements that are selected above were included within the "5 Year Madison Street TIF Capital Improvements Plan" as well as the recent Budget Presentation to the Board.

Summary of Construction Costs

The breakdown of costs for the construction of the selected alleys and roadways is as follows:

Alley #136	$	120,000
Alley #200	$	135,000
3rd Avenue (Prairie Path to Wilcox Street)	$	302,000
School Street (9th Avenue to 6th Avenue)	$	536,000
South Maywood Drive (19th Avenue to 17th Avenue)	$	515,000
Warren Street (5th Ave. to 4th Ave.)	$	175,000
Madison Street TIF Subtotal		*1,783,000*
7th Avenue (Chicago Avenue to Rice Street)	$	105,000
4th Avenue (Lexington Street to Bataan Drive)	$	65,000
General Fund Subtotal		*170,000*
Bataan Drive (13th Avenue to 9th Avenue)	$	520,000
Water Fund Subtotal		*520,000*
Total Construction Cost	*$*	*2,473,000*

Summary of Engineering Agreement

The Preliminary & Design Engineering Fee for this project is $156,600, which represents the time to collect and draft existing topographical survey information of the site; design new curb and gutter grades, sidewalk improvements, pavement grades, and underground utility improvements; prepare

Edwin Hancock Engineering Company 9933 Roosevelt Road Westchester, IL 60154 Phone: 708-865-0300 FAX: 708-865-1212

detailed proposed plans of the improvements; prepare specifications and bid documents in accordance with respective policies and procedures of the Village of Maywood; the submittal and obtainment of permits to the Metropolitan Water District of Greater Chicago regarding storm sewer improvements within a combined sewer area, the submittal and obtainment of permits to the IEPA regarding water main construction as well as erosion control practices, assisting the Village staff in reviewing received proposals and making a recommendation of award to the Village Board; and the preparation of contract documents upon award by the Village Board.

The Construction Engineering Services are proposed to be completed as an hourly rate, which includes an upper limit not to exceed of $170,700. The Construction Engineering Services include attending a preconstruction conference; administration of the construction documentation per IDOT standards; construction layout of the improvements; construction inspection of proposed improvements noting compliance and deficiencies in work; documentation of quantities completed; preparation of pay estimates; review of contractor's submittal of invoices and waivers; completion of contractor employee interviews and review of certified payrolls in accordance with IDOL procedures; final closeout documentation associated with the MWRDGC and IEPA; a final walk through with Village staff and creation of a punchlist (if necessary) of items requiring further attention; and the making of a recommendation of final acceptance of the project upon conclusion.

Project Funding

The professional engineering services of the project are eligible to be funded through the Madison Street TIF at a rate of (72.1%), the General Fund at a rate of (6.9%) and the Water Fund at a rate of (21.0%).

Project Schedule

The project schedule will complete the project by December 18, 2021 and will involve an expedited design schedule as well as coordination with certain stakeholders along the project limits. In order to complete the above work by the completion date the following schedule is proposed:

Approval of Engineering Agreement	April 20, 2021
Completion of Design and Permit Submittal	June 16 ,2021
Advertisement of Project	June 16, 2021
Opening of Proposals	June 30, 2021
Award of Contract	July 13, 2021
Begin Construction	August 1, 2021
Construction Completion	December 18, 2021*

*Weather dependent

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

Edwin Hancock Engineering Company 9933 Roosevelt Road Westchester, IL 60154 Phone: 708-865-0300 FAX: 708-865-1212

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES

for the

2021 ALLEY, ROADWAY, AND WATER MAIN IMPROVEMENTS

in

MAYWOOD, ILLINOIS

April 2021

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
2021 ALLEY, ROADWAY, AND WATER MAIN IMPROVEMENTS
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the 2021 ALLEY, ROADWAY, AND WATER MAIN IMPROVEMENTS, hereinafter referred to as "PROJECT", which will generally include alley reconstruction and drainage improvements to the following alleys:

Alley #136 – North-South Alley between 5th Avenue, 4h Avenue, Quincy Street, and Adams Street
Alley #200 – "L" shaped Alley between 17th Avenue, 16th Avenue, North Maywood Drive, and Madison Street

The above alleys all within the limits of the Madison Street TIF, described in detail as follows:

> The scope of the alley improvements portion of the project shall include construction of Portland cement concrete alley pavements, removal and replacement of defective concrete curb and gutter, sidewalks, garage aprons, drainage improvements and associated restoration. An alternative "Green Concept" alley design will be analyzed for each alley, which scope includes permeable pavers above aggregate storage cells in lieu of sewer. This concept will be implemented upon where found to be of economical benefit.

And; the PROJECT will generally include roadway reconstruction and drainage improvements to the following named roadways:

South Maywood Drive – 19th Avenue to 17th Avenue
Warren Street – 5th Avenue to 4th Avenue
School Street – 9th Avenue to 6th Avenue
3rd Avenue – Prairie Path to Wilcox Street

The above roadways, all within the limits of the Madison Street TIF, include the work described in detail as follows:

> The scope of work of the roadway improvements portion of the project shall include full replacement of concrete curb and gutter, driveways and ADA ramps, intermittent replacement of concrete sidewalks, resurfacing of existing pavements, reconstruction of existing pavements including hot-mix asphalt pavement, and Portland cement concrete pavement, thermoplastic pavement markings, drainage improvements, and landscaping restoration.

And; the PROJECT will generally include roadway resurfacing and drainage improvements to the following named roadways:

7th Avenue – Chicago Avenue to Rice Street
4th Avenue – Lexington Street to Bataan Drive

The above roadways, outside of the limits of the Madison Street TIF, include the work described in detail as follows:

> The scope of work of the roadway improvements portion of the project shall include intermittent replacement of concrete curb and gutter, driveways and ADA ramps, intermittent replacement of concrete sidewalks, resurfacing of existing pavements with hot-mix asphalt, patching of existing pavements, thermoplastic pavement markings, drainage improvements, and landscaping restoration.

And; the PROJECT will generally include water main improvements beneath the following named roadway:

Bataan Drive – 13th Avenue to 9th Avenue

The above location, outside the limits of the Madison Street TIF, include the work described in detail as follows:

The scope of work of this portion of the project shall include the abandonment in place of an existing six-inch (6”) water main, installation of a proposed ten-inch (10”) water main, valves, fire hydrants, and other related appurtenances; restoration of existing pavement, sidewalk, and driveways in kind, and landscaping wherever disturbed.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

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

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

A. THE ENGINEER AGREES;

I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:

a. Preparing preliminary design criteria.

b. Preparing preliminary plans.

c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.

d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.

e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.

f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.

g. Assisting the VILLAGE in the issuance of proposal forms and advertising for bids.

h. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.

II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:

a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.

b. Checking of shop and equipment drawings.

c. Providing line-and-grade staking.

d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.

f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.

h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.

i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.

j. Performing final inspection of all improvements.

k. Preparing Record Drawings, and submitting said drawings in accordance with permitting authority's requirements.

III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:

a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.

b. All compaction or density tests as required by the specifications.

c. Right of Way identification and staking by Professional Land Surveyor.

IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:

a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of One Hundred Fifty-Six Thousand Six Hundred dollars ($156,600.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.

b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed One Hundred Seventy Thousand Seven Hundred dollars ($170,700.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of

the personnel assigned to the PROJECT will be consistent with the Schedule of Hourly Rates as indicated in Attachment "A".

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

d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A".

e. That payment to the ENGINEER for the services rendered shall be made in the following manner:

1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.

2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED;

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

II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the

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

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

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

V. Along with the General Conditions Attachment to Engineering Agreement attached hereto as Attachment “B”, this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2021

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

By _____
Edwenna Perkins, Village President

ATTEST:

By _____
Viola Mims, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____day of _____, 2021

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
William Peterhansen, P.E., Vice President

(SEAL)

ATTACHMENT A

2021 SCHEDULE OF HOURLY RATES

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

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

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. **THE ENGINEER AGREES:**

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

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

(2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

(3) Professional Liability/Malpractice Liability policy; and

(4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

(1) Commercial General Liability: $1,000.000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000.

(2) Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

(3) Professional Liability: $1,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $100,000 per accident.

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

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

d. **Other Insurance Provisions**

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

(1) General Liability and Automobile Liability Coverages

(a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.

(d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

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

e. **Acceptability of Insurers**

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

f. **Verification of Coverage**

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

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..

3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.

8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

   a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

   b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

   c. If ENGINEER makes a general assignment for the benefit of creditors;

   d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;

   e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;

9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the “Work”) shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER

acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.

b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.

20. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

21. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.

b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

22. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

23. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a

contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

24. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153
Attn: Mr. Willie Norfleet, Village Manager

b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9933 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. **CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:

a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.)

e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

(1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

f. in compliance with 775 ILCS 5/2-105(A)(4)by having in place and enforcing a written sexual harassment policy.

g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) the ENGINEER's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.

j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

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

l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.

m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.

o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ATTACHMENT C

Design Engineering Fee

Preliminary Engineering	$4,400.00
Topographic Survey	$27,000.00
CADD Drafting	$26,000.00
Utility Coordination	$3,100.00
Plans	$49,500.00
Specifications	$19,500.00
Stormwater Calculations	$4,500.00
MWRD Permitting	$8,100.00
Bid Engineering	$2,000.00
Project Administration	$12,500.00
Total Design Engineering Fee	**$156,600.00**

Construction Engineering Fee

Pre-Construction Activities	$4,500.00
Resident Notification	$1,200.00
Construction Layout	$19,400.00
Construction Observation	$105,000.00
Documentation	$17,800.00
Project Close-Out	$7,800.00
Project Administration	$15,000.00
Total Construction Engineering Fee	**$170,700.00**

Estimated Sub-Consultant Fees*

QA Materials Testing	$ 4,000.00
Professional Land Surveyor	$ 1,350.00

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

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 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 T. Jurusik**
DATE: **April 14, 2021**
RE: **Madison Street / Fifth Avenue Tax Increment Financing (TIF) District – Professional Services Agreement (PSA) with Hancock Engineering for Phase II Preliminary and Design Engineering and Phase III Construction Engineering Services – 2021 Alley, Roadway and Water Main Improvements ("Project")**

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

1. A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY TO PERFORM PHASE II PRELIMINARY AND DESIGN ENGINEERING SERVICES AND PHASE III CONSTRUCTION ENGINEERING SERVICES FOR CERTAIN 2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS, GENERAL FUNDS, AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR SUCH ENGINEERING SERVICES
2. Project Memorandum dated April 12, 2021, prepared by Village Engineer Bill Peterhansen of Hancock Engineering, and the Professional Services Agreement (Group Exhibit "A" to the Resolution)

Project and Scope of Work

This Project consists of certain alley, roadway and water main improvements at various locations throughout the Village, including locations within the Madison Street / Fifth Avenue Tax Increment Financing District ("Madison TIF District"). For more details regarding the Project work, please refer to the Project Memorandum dated April 12, 2021, prepared by Village Engineer Bill Peterhansen of Hancock Engineering (Group Exhibit "A" to the Resolution). The estimated total Project cost, including the professional engineering fees, is Two Million Four Hundred Seventy-Three Thousand and 00/100 Dollars ($2,473,000.00). The funding sources for the Project are the Madison Street / Fifth Avenue Tax Increment Financing District Fund (the "Madison TIF District"), the General Fund, and the Water System And Garbage Enterprise Fund. The funding allocation of the Project costs is as follows: (1) Madison TIF District: 72% of the Project work; (2) the General Fund: 7% of the Project work; and (3) the Water System And Garbage Enterprise Fund: 21% of the Project work.

The Professional Services Agreement (Group Exhibit "A" to the Resolution) provides for the payment of following professional fees relative to the Project: (1) the Phase II Preliminary and Design Engineering Fee for the Project is One Hundred Fifty-Six Thousand Six Hundred and 00/100 Dollars ($156,600.00); and (2) the Phase III Construction Engineering Services is a "not to exceed fee" of One Hundred Seventy Thousand Seven Hundred and 00/100 Dollars ($170,700.00).

Eligibility of Project for TIF Reimbursement

A portion of the Project costs are eligible for payment from the Madison Street / 5th Avenue TIF District Fund because: (1) a portion of the Project work is located within the Madison Street / 5th Avenue TIF District; and (2) the costs are the type of improvements that are included under the definition of "redevelopment project costs," as set forth in Section 11-74.4-3(q) of the TIF Act, 65 ILCS 5/11-74.4-3(q). Specifically, the proposed Project falls within the following categories of reimbursable TIF-eligible redevelopment project costs:

> (q) "Redevelopment project costs", except for redevelopment project areas created pursuant to subsections (p-1) or (p-2), means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project. Such costs include, without limitation, the following:
>
> (3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; ....
> (4) Costs of the construction of public works or improvements, ...

Compliance with the Madison Street/Fifth Avenue TIF Plan

The following pages or sections of the Plan support the use of TIF Funds for the Project:

- Pages 10 to 11 of the Plan. Section C (Development and Design Policies), Goal/Objective Number 2 (Investment, modernization of existing facilities).
- Page 14 of the Plan. Section B (Redevelopment Improvements and Activities). Subsection 4 (Provision of Public Works or Improvements) (Village may provide public improvements and facilities that are necessary to service the Project Area per the TIF Plan and the Comprehensive Plan for the development of the Village as a whole).
- Pages 18 to 19 of the Plan. Section D (Redevelopment Project Costs). Subsections (c), which is the same as cited under the TIF Act above.

Madison Street TIF District Funds, General Funds, and Water System And Garbage Enterprise Funds are authorized under the enclosed Resolution to pay for the Phase II Preliminary and Design Engineering Services and the Phase III Construction Engineering Services.

If there are any questions, please contact me

Mike

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

DRAFT 4-14-2021

RESOLUTION NO. R-2021 -_____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY TO PERFORM PHASE II PRELIMINARY AND DESIGN ENGINEERING SERVICES AND PHASE III CONSTRUCTION ENGINEERING SERVICES FOR CERTAIN 2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS, GENERAL FUNDS, AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR SUCH ENGINEERING SERVICES

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village" or the "Village Board") agree enter into the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS IN MAYWOOD, ILLINOIS" (the "Agreement") to hire Edwin Hancock Engineering Company (the "Engineer") to perform Phase II Preliminary and Design Engineering Services and Phase II Construction Engineering Services associated with the following improvements to be made in calendar year 2021:

A. Madison Street / 5th Avenue TIF District Alley Improvements (Alley #136 and Alley #200);
B. Madison Street / 5th Avenue TIF District Roadway Improvements (3rd Avenue from Prairie Path to Wilcox Street, School Street from 9th Avenue to 6th Avenue, South Maywood Drive from 19th Avenue to 17th Avenue, and Warren Street from 5th Avenue to 4th Avenue);
C. Non-TIF District Roadway Improvements (7th Avenue from Chicago Avenue to Rice Street and 4th Avenue from Lexington Street to Bataan Drive);
D. Non-TIF District Water Main Improvements (Bataan Drive from 13th Avenue to 9th Avenue); (collectively the "Project"); and

A copy of the Agreement is attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, the Engineer has provided to the Village Board a Project Memorandum dated April 12, 2021, that contains a detailed description of each component of the Project, the allocation of the Project costs among the Project funding sources and an estimated cost for completion of the Project, including the cost of the professional engineering services. The funding allocation of the Project costs is as follows: (1) Madison TIF District: 72% of the Project work; (2) the General Fund: 7.0% of the Project work; and (3) the Water System And Garbage Enterprise Fund: 21% of the Project work. A copy of the Engineer's Project Memorandum is attached hereto as **Group Exhibit "A"** and made a part hereof; and

WHEREAS, because a portion of the Project work and professional fees relate to locations within the Madison Street / 5th Avenue Tax Increment Financing District, Madison Street / 5th Avenue Tax Increment Financing District Funds ("Madison TIF District Funds") will be used to pay for a portion of the Project work and the professional engineering services as they are eligible expenses that can be paid for with Madison TIF District Funds pursuant to the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"); and

WHEREAS, because a portion of the Project work and professional fees relate to locations not within any of the Village's Tax Increment Financing Districts, General Funds and Water System And

Garbage Enterprise Funds will be used to pay for those portions of the construction costs for the Project and the professional engineering services; and

WHEREAS, the attached Professional Services Agreement provides for the payment of following professional fees relative to the Project: (1) the Phase II Preliminary and Design Engineering Fee for the Project is One Hundred Fifty-Six Thousand Six Hundred and 00/100 Dollars ($156,600.00); and (2) the Phase III Construction Engineering Services is a "not to exceed fee" of One Hundred Seventy Thousand Seven Hundred and 00/100 Dollars ($170,700.00); and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of the above-referenced sums from the Madison TIF District Fund, the General Fund and the Water System And Garbage Enterprise Fund for the purpose of paying the cost of Phase II Preliminary and Design Engineering Services and the Phase III Construction Engineering Costs for the Project; and

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

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

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS IN MAYWOOD, ILLINOIS" (the "Agreement") (**Group Exhibit "A"**), to be entered into with the Edwin Hancock Engineering Company (the "Engineer") for the purpose of the Engineer performing Phase II Preliminary and Design Engineering Services and Phase III Construction Engineering Services for the Project and to approve the expenditure of Madison TIF District Funds, General Funds and Water System And Garbage Enterprise Funds or such other eligible, available public funds, to pay the following professional engineering fees set forth in the Agreement: (a) a Phase II Preliminary and Design Engineering Fee of One Hundred Fifty-Six Thousand Six Hundred and 00/100 Dollars ($156,600.00); and (2) a Phase III Construction Engineering Service Fee that is a "not to exceed fee" of One Hundred Seventy Thousand Seven Hundred and 00/100 Dollars ($170,700.00). In addition, the Village Board authorizes and directs the Village President, the Village Manager, and the Village Clerk, or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

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, execute and deliver such additional documents, instruments and certificates as may be necessary or desirable for the Village to perform its obligations under the Agreement. The Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, are authorized and directed to transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

_____
Edwenna Perkins, Village President

ATTEST:

_____
Viola Mims, Village Clerk

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

MEMO

Date: April 12, 2021

To: Village of Maywood

Attn: Willie Norfleet, Jr., Village Manager

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

From: Bill Peterhansen, P.E., CFM

Re: 2021 Alley, Roadway, and Water Main Improvements
Engineering Agreement

Attached is our proposed engineering agreement to provide preliminary, design, and construction engineering services related to the construction of the referenced improvements. The project to be constructed consists of alley, roadway, and water main improvements at various locations throughout the Village. The work is primarily within the boundaries of the Madison Street TIF, and also includes other approved projects as pertain to the 5 Year Capital Plan.

Summary of Project Scope - Alleys

The scope of work involving alleys includes the installation of an eight-inch (8") concrete pavement over a six-inch (6") aggregate base course and geotechnical fabric, concrete garage aprons and entry sidewalks, drainage improvements including catch basins and storm sewers connecting to the village system, and landscaping restoration.

Dependent upon the needed length of proposed sewer (as determined by final design), it may be more economical to install infiltration basins beneath permeable pavers which would also serve to reduce the amount of water entering the Village's sewers. This option would be reviewed at the time of final design and incorporated wherever a reduction of cost to the Village could be realized. The newly constructed alleys would provide for a fifty (50) year service life.

The two (2) alleys to be improved are as follows:

Alley #136 – North-South Alley between 5th Avenue, 4th Avenue, Quincy Street, and Adams Street
Alley #200 – "L" shaped Alley between 17th Avenue, 16th Avenue, North Maywood Drive, and Madison Street

Summary of Project Scope - Roadways

The scope of work involving roadways includes resurfacing or full pavement reconstruction (dependent upon need), removal and replacement of concrete curb and gutter, replacement of concrete driveways, intermittent replacement of deteriorated sidewalk, placement of ADA compliant roadway crossings, repair/replacement of utility structures as needed, repairs to the combined sewer, replacement of drainage structures and sewer laterals at intersections, landscaping restoration, pavement markings and other related improvements.

The roadways to be improved consist of the following, with highlights:

1. 3rd Avenue – Prairie Path to Wilcox Street
   Approximately 400' linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and an eight-inch (8") thick Portland Cement Concrete pavement designed to carry industrial truck traffic loading. Complete curb and gutter replacement, sidewalk replacement and parkway restoration will be included.

2. School Street – 9th Avenue to 6th Avenue
   Approximately 900 linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and a six-inch (6") hot-mix asphalt pavement section. Complete curb and gutter replacement will be performed, along with driveway aprons.

3. South Maywood Drive – 19th Avenue to 17th Avenue
   Approximately 600 linear feet of pavement will be reconstructed. The pavement reconstruction will include the installation of a geotechnical fabric, six-inches (6") of aggregate base course, and a six-inch (6") hot-mix asphalt pavement section. Complete curb and gutter replacement will be performed. The project presents an opportunity to install parking along Winfield Scott Park if desired. We will present options to staff for consideration during design.

4. Warren Street – 5th Avenue to 4th Avenue
   The pavement will be reconstructed between 5th Avenue and the alley east of 5th Avenue, with installation of geotechnical fabric, six-inches of aggregate base course, and six-inches of hot-mix asphalt, with the focus being to address on-street parking needs. Complete curb and gutter, and sidewalk replacement will be performed. The pavement east of the alley to 4th Avenue will be patched as needed with an eight-inch (8") concrete base course, and then resurfaced with hot-mix asphalt.

5. 7th Avenue – Chicago Avenue to Rice Street, 4th Avenue – Lexington Street to Bataan Drive
   Approximately 700 linear feet of pavement will be resurfaced to address an asphalt surface that has failed. The existing pavements will be milled down to the brick base course and resurfaced with 1" of hot-mix asphalt leveling binder and 2" of hot-mix asphalt surface course. The concrete curbs and driveways were recently replaced (1990's) and may remain in place without the expenditure of additional Village funds.

Summary of Project Scope – Water Main Improvements

The water main to be replaced consists of the following, with highlights:

1. Bataan Drive - 13th Avenue to 9th Avenue
   Approximately 1,400 linear feet of existing six-inch diameter (6") water main in poor condition will be replaced with a new ten-inch diameter (10") water main. This section of water main has experienced numerous breaks in recent years. It is desired to improve this chokepoint on the Village system and provide improved circulation throughout the south section of town. The new water main will be placed beneath the south sidewalk and/or within the south parkway, while attempting to preserve the existing pavement and abandoning the existing water main beneath it. New valves, water main connections, fire hydrants, and other related appurtenances will be installed. Restoration of sidewalks, driveways and landscaping within the south parkway will be performed.

Summary of Alley and Street Selection

The alleys, roadways, and water main improvements that are selected above were included within the "5 Year Madison Street TIF Capital Improvements Plan" as well as the recent Budget Presentation to the Board.

Summary of Construction Costs

The breakdown of costs for the construction of the selected alleys and roadways is as follows:

Alley #136	$	120,000
Alley #200	$	135,000
3rd Avenue (Prairie Path to Wilcox Street)	$	302,000
School Street (9th Avenue to 6th Avenue)	$	536,000
South Maywood Drive (19th Avenue to 17th Avenue)	$	515,000
Warren Street (5th Ave. to 4th Ave.)	$	175,000
Madison Street TIF Subtotal		*1,783,000*
7th Avenue (Chicago Avenue to Rice Street)	$	105,000
4th Avenue (Lexington Street to Bataan Drive)	$	65,000
General Fund Subtotal		*170,000*
Bataan Drive (13th Avenue to 9th Avenue)	$	520,000
Water Fund Subtotal		*520,000*
Total Construction Cost	$	*2,473,000*

Summary of Engineering Agreement

The Preliminary & Design Engineering Fee for this project is $156,600, which represents the time to collect and draft existing topographical survey information of the site; design new curb and gutter grades, sidewalk improvements, pavement grades, and underground utility improvements; prepare

detailed proposed plans of the improvements; prepare specifications and bid documents in accordance with respective policies and procedures of the Village of Maywood; the submittal and obtainment of permits to the Metropolitan Water District of Greater Chicago regarding storm sewer improvements within a combined sewer area, the submittal and obtainment of permits to the IEPA regarding water main construction as well as erosion control practices, assisting the Village staff in reviewing received proposals and making a recommendation of award to the Village Board; and the preparation of contract documents upon award by the Village Board.

The Construction Engineering Services are proposed to be completed as an hourly rate, which includes an upper limit not to exceed of $170,700. The Construction Engineering Services include attending a preconstruction conference; administration of the construction documentation per IDOT standards; construction layout of the improvements; construction inspection of proposed improvements noting compliance and deficiencies in work; documentation of quantities completed; preparation of pay estimates; review of contractor's submittal of invoices and waivers; completion of contractor employee interviews and review of certified payrolls in accordance with IDOL procedures; final closeout documentation associated with the MWRDGC and IEPA; a final walk through with Village staff and creation of a punchlist (if necessary) of items requiring further attention; and the making of a recommendation of final acceptance of the project upon conclusion.

Project Funding

The professional engineering services of the project are eligible to be funded through the Madison Street TIF at a rate of (72.1%), the General Fund at a rate of (6.9%) and the Water Fund at a rate of (21.0%).

Project Schedule

The project schedule will complete the project by December 18, 2021 and will involve an expedited design schedule as well as coordination with certain stakeholders along the project limits. In order to complete the above work by the completion date the following schedule is proposed:

Approval of Engineering Agreement	April 20, 2021
Completion of Design and Permit Submittal	June 16 ,2021
Advertisement of Project	June 16, 2021
Opening of Proposals	June 30, 2021
Award of Contract	July 13, 2021
Begin Construction	August 1, 2021
Construction Completion	December 18, 2021*

*Weather dependent

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

AGREEMENT

between the

VILLAGE OF MAYWOOD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF
PROFESSIONAL ENGINEERING SERVICES

for the

2021 ALLEY, ROADWAY, AND WATER MAIN IMPROVEMENTS

in

MAYWOOD, ILLINOIS

April 2021

AGREEMENT
between the
VILLAGE OF MAYWOOD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
2021 ALLEY, ROADWAY, AND WATER MAIN IMPROVEMENTS
in
MAYWOOD, ILLINOIS

THIS Agreement, made and entered into between the Village of Maywood, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary to provide the engineering services required for the 2021 ALLEY, ROADWAY, AND WATER MAIN IMPROVEMENTS, hereinafter referred to as "PROJECT", which will generally include alley reconstruction and drainage improvements to the following alleys:

Alley #136 – North-South Alley between 5th Avenue, 4h Avenue, Quincy Street, and Adams Street
Alley #200 – "L" shaped Alley between 17th Avenue, 16th Avenue, North Maywood Drive, and Madison Street

The above alleys all within the limits of the Madison Street TIF, described in detail as follows:

> The scope of the alley improvements portion of the project shall include construction of Portland cement concrete alley pavements, removal and replacement of defective concrete curb and gutter, sidewalks, garage aprons, drainage improvements and associated restoration. An alternative "Green Concept" alley design will be analyzed for each alley, which scope includes permeable pavers above aggregate storage cells in lieu of sewer. This concept will be implemented upon where found to be of economical benefit.

And; the PROJECT will generally include roadway reconstruction and drainage improvements to the following named roadways:

South Maywood Drive – 19th Avenue to 17th Avenue
Warren Street – 5th Avenue to 4th Avenue
School Street – 9th Avenue to 6th Avenue
3rd Avenue – Prairie Path to Wilcox Street

The above roadways, all within the limits of the Madison Street TIF, include the work described in detail as follows:

> The scope of work of the roadway improvements portion of the project shall include full replacement of concrete curb and gutter, driveways and ADA ramps, intermittent replacement of concrete sidewalks, resurfacing of existing pavements, reconstruction of existing pavements including hot-mix asphalt pavement, and Portland cement concrete pavement, thermoplastic pavement markings, drainage improvements, and landscaping restoration.

And; the PROJECT will generally include roadway resurfacing and drainage improvements to the following named roadways:

7th Avenue – Chicago Avenue to Rice Street
4th Avenue – Lexington Street to Bataan Drive

The above roadways, outside of the limits of the Madison Street TIF, include the work described in detail as follows:

> The scope of work of the roadway improvements portion of the project shall include intermittent replacement of concrete curb and gutter, driveways and ADA ramps, intermittent replacement of concrete sidewalks, resurfacing of existing pavements with hot-mix asphalt, patching of existing pavements, thermoplastic pavement markings, drainage improvements, and landscaping restoration.

And; the PROJECT will generally include water main improvements beneath the following named roadway:

Bataan Drive – 13th Avenue to 9th Avenue

The above location, outside the limits of the Madison Street TIF, include the work described in detail as follows:

The scope of work of this portion of the project shall include the abandonment in place of an existing six-inch (6") water main, installation of a proposed ten-inch (10") water main, valves, fire hydrants, and other related appurtenances; restoration of existing pavement, sidewalk, and driveways in kind, and landscaping wherever disturbed.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work, preparation and submittal of applications for permits required from various agencies, and performance of other necessary engineering services outlined in Section A.I of this Agreement.

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

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

A. THE ENGINEER AGREES;

I. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:

a. Preparing preliminary design criteria.

b. Preparing preliminary plans.

c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.

d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.

e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.

f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.

g. Assisting the VILLAGE in the issuance of proposal forms and advertising for bids.

h. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.

II. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:

a. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.

b. Checking of shop and equipment drawings.

c. Providing line-and-grade staking.

d. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.

e. Making final measurement of quantities of work performed under the contract as required to be able to update Village records and atlas.

f. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

g. Advising the VILLAGE of defects and deficiencies in the work of the contractor, but the ENGINEER does not guarantee the performance of the contract by the contractor.

h. Making any necessary changes in working plans as may be required after the award of the construction contract and during construction of the improvement.

i. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.

j. Performing final inspection of all improvements.

k. Preparing Record Drawings, and submitting said drawings in accordance with permitting authority's requirements.

III. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the following services:

a. Proportioning and testing of Portland Cement Concrete and Hot-Mix Asphalt mixtures in accordance with project specifications.

b. All compaction or density tests as required by the specifications.

c. Right of Way identification and staking by Professional Land Surveyor.

IV. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

I. That for the performance by the ENGINEER of the engineering services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:

a. **To pay the Engineer as compensation for all Design Engineering services performed as stipulated in above Section A.I a Lump Sum Fee of One Hundred Fifty-Six Thousand Six Hundred dollars ($156,600.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The DESIGN ENGINEERING FEE is based upon the scope of work as listed in Section A.I., and itemized in Attachment C.

b. **To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section A.II at the hourly rates as found in Attachment "A" not to exceed One Hundred Seventy Thousand Seven Hundred dollars ($170,700.00)**, unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advance written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT. The CONSTRUCTION ENGINEERING not to exceed amount is based upon the scope of work as listed in Section A.II.

The hourly rates for each classification of personnel are based upon the background of experience and the current salary of the personnel being assigned to a project. In the billing process the hourly invoicing rate of

the personnel assigned to the PROJECT will be consistent with the Schedule of Hourly Rates as indicated in Attachment "A".

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

d. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates as found attached to this agreement in Attachment "A".

e. That payment to the ENGINEER for the services rendered shall be made in the following manner:

1. During the performance of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER under this AGREEMENT.

2. Payments by the VILLAGE shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

C. IT IS MUTUALLY AGREED:

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

II. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the

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

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

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

V. Along with the General Conditions Attachment to Engineering Agreement attached hereto as Attachment "B", this AGREEMENT represents the entire and integrated agreement between the VILLAGE and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2021

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

By _____
Edwenna Perkins, Village President

ATTEST:

By _____
Viola Mims, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____day of _____, 2021

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
William Peterhansen, P.E., Vice President

(SEAL)

ATTACHMENT A

2021 SCHEDULE OF HOURLY RATES

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

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

ATTACHMENT B

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. **THE ENGINEER AGREES:**

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

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

(2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

(3) Professional Liability/Malpractice Liability policy; and

(4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. **Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

(1) Commercial General Liability: $1,000.000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000.

(2) Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

(3) Professional Liability: $1,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $100,000 per accident.

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

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

d. **Other Insurance Provisions**

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

(1) General Liability and Automobile Liability Coverages

(a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.

(d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

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

e. **Acceptability of Insurers**

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

f. **Verification of Coverage**

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

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE, its officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..

3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.

8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

   a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

   b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

   c. If ENGINEER makes a general assignment for the benefit of creditors;

   d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;

   e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;

9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.

10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.).

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER

acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:

a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.

b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.

20. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

21. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.

b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

22. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

23. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a

contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

24. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:
VILLAGE OF MAYWOOD
40 Madison Street
Maywood, Illinois 60153
Attn: Mr. Willie Norfleet, Village Manager

b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9933 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

25. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

26. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

27. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

28. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

29. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. **CERTIFICATION OF ENGINEER**

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:

a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)

e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:

(1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

f. in compliance with 775 ILCS 5/2-105(A)(4)by having in place and enforcing a written sexual harassment policy.

g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) the ENGINEER's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. in compliance with the Code of Ordinances of the Village of Maywood, in that no Village of Maywood official, spouse or dependent child of a Village of Maywood official, agent on behalf of any Village of Maywood official or trust in which a Village of Maywood official, the spouse or dependent child of a Village of Maywood official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.

j. in compliance with the Code of Ordinances of the Village of Maywood, in that no officer or employee of the Village of Maywood has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having

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

l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.

m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.

o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ATTACHMENT C

Design Engineering Fee

Preliminary Engineering	$4,400.00
Topographic Survey	$27,000.00
CADD Drafting	$26,000.00
Utility Coordination	$3,100.00
Plans	$49,500.00
Specifications	$19,500.00
Stormwater Calculations	$4,500.00
MWRD Permitting	$8,100.00
Bid Engineering	$2,000.00
Project Administration	$12,500.00
Total Design Engineering Fee	**$156,600.00**

Construction Engineering Fee

Pre-Construction Activities	$4,500.00
Resident Notification	$1,200.00
Construction Layout	$19,400.00
Construction Observation	$105,000.00
Documentation	$17,800.00
Project Close-Out	$7,800.00
Project Administration	$15,000.00
Total Construction Engineering Fee	**$170,700.00**

Estimated Sub-Consultant Fees*

QA Materials Testing	$ 4,000.00
Professional Land Surveyor	$ 1,350.00

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

Group Exhibit "A"

AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY FOR FURNISHING OF PHASE II PRELIMINARY AND DESIGN ENGINEERING SERVICES AND PHASE III CONSTRUCTION ENGINEERING SERVICES FOR CERTAIN 2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS

and

Project Memorandum dated April 12, 2021, prepared by Village Engineer Bill Peterhansen of Hancock Engineering

(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 AUTHORIZING THE APPROVAL AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE EDWIN HANCOCK ENGINEERING COMPANY TO PERFORM PHASE II PRELIMINARY AND DESIGN ENGINEERING SERVICES AND PHASE III CONSTRUCTION ENGINEERING SERVICES FOR CERTAIN 2021 ALLEY, ROADWAY AND WATER MAIN IMPROVEMENTS AND FOR THE APPROPRIATION AND EXPENDITURE OF MADISON STREET / 5TH AVENUE TIF DISTRICT FUNDS, GENERAL FUNDS, AND WATER SYSTEM AND GARBAGE ENTERPRISE FUNDS TO PAY FOR SUCH ENGINEERING SERVICES

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

I further certify that the vote on the question of the passage of said 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 20th day of April, 2021.

_____
Viola Mims, Village Clerk

[SEAL]

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 15, 2021

SUBJECT: Payment Approval, Klein Thorpe & Jenkins

SPECIFIC ACTION REQUESTED: Payment approval of the invoices dated April 14, 2021 for Legal Retainer Services Rendered during February 2021.

RECOMMENDATION: It is recommendation that the total payments of $2,869.00 be approved for payment. The expense account to be charged: 01-15-52400.

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 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 T. Jurusik**

Date: **April 14, 2021**

Re: **Invoice for General Services for February 2021**

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

The Village is being billed $2,869.00, which is the amount of legal fees incurred during the month of February 2021.

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

Mike

Recommended To Be Paid
Dept.Head: Willie Norfleet
Expense Acct:_____
Date: 4-15-21 PO #_____

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

216231_146

April 14, 2021

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

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

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

1849/1 – 216643 General..... $ 2,869.00

TOTAL DUE: **$ 2,869.00**

216231_146

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-001

Statement # 216643
For Legal Services Rendered through February 28, 2021
General

Professional Fees			Hours	Amount
2/2/2021	MTJ	Receipt and review of February 2 Special Village Board Meeting Agenda and agenda items and preparation for and attendance at February 2 Special Village Board Meeting (via Zoom)	4.00	760.00
2/3/2021	MTJ	Review February 2 Special Village Board Meeting notes and work on action items and agenda items for February 16 Special Village Board Meeting; communication with Satchell re Notice of Public Hearing for Fiscal Year 2021/2022 Budget (May 1, 2021 Through April 30, 2022) and preparation and sending of transmittal email with Word versions of Notice and Agenda For Public Hearing Concerning The Proposed Fiscal Year 2021/2022 Budget (May 1, 2021 Through April 30, 2022), For The March 2, 2021 Public Hearing and Ordinance Approving The Fiscal Year 2021/2022 Village Of Maywood Budget (May 1, 2021 Through April 30, 2022); communication with Village Clerk's Office (Pavlik) re preparation of Resolution to Take Direct Action to Mitigate Exposure to Lead in Drinking Water (Maywood formatted version needed)	1.00	190.00
2/5/2021	MTJ	Work on agenda items for February 16 Special Village Board Meeting and update transmittal letter to Norfleet re same;	0.50	95.00
2/9/2021	MTJ	Review and edit Resolution No. R-2021-___ to Support State Legislation to Mitigate Exposure to Lead in Drinking Water and preparation and sending of transmittal email with Resolution to and communication with Village Clerk's Office re same; preparation of transmittal memo to Village Board re License And Release, Hold Harmless And Indemnification Agreement For Non-Exclusive, Temporary Use Permit For Use Of Village-Owned Property (Village Property: 200 South 5th Avenue Building)(Monroe Foundation: COVID-19 Supply Distribution Event(s) and preparation of License And Release, Hold Harmless And	1.40	266.00

		Indemnification Agreement For Non-Exclusive, Temporary Use Permit For Use Of Village-Owned Property (Village Property: 200 South 5th Avenue Building)(Monroe Foundation: COVID-19 Supply Distribution Event(s)		
2/10/2021	MTJ	Final review and preparation of agenda items for February 16 Special Village Board Meeting	0.40	76.00
2/11/2021	MTJ	Receipt and review of draft February 16 Special Village Board Meeting Agenda and preparation and sending of transmittal email with suggested edits to and communication with Norfleet re same	0.30	57.00
2/12/2021	MTJ	Receipt and review of certified, executed copy of Resolution No. R-2021-02 to Support State Legislation to Mitigate Exposure to Lead in Drinking Water and update file re same	0.20	38.00
2/16/2021	MTJ	Receipt and review of February 16 Special Village Board Meeting Agenda and agenda items and preparation for and attendance at February 16 Special Village Board Meeting (via Zoom)	3.30	627.00
2/17/2021	MTJ	Review February 16 Special Village Board Meeting notes and work on agenda items for March 2 Special Village Board Meeting Agenda; receipt and review of Publisher's Certificate (Chicago Sun-Times) for 2021 annual budget public hearing and update file re same; preparation and sending of transmittal email with / to and communication with Perkins, Norfleet and Jones re Open Meeting Act compliance matters for Combined Special Meeting of the Board of Commissioners of the Maywood Park District and the Board of Trustees of the Village of Maywood and suggested agenda content	1.00	190.00
2/19/2021	MTJ	Review and edit of draft Combine Special Village Board Meeting / Park District Meeting and preparation and sending of transmittal email with updated Agenda to and communication with Perkins and Norfleet re compliance with Open Meeting Act regulations for meeting and use of closed meeting exceptions	0.50	95.00
2/22/2021	MTJ	Work on agenda items for March 2 Special Village Board Meeting and receipt and review of fully executed version of Ordinance No. CO-2021-02 re Executive Order No. 2021-01: Mask Mandate (COVID-19) dated 2-16-2021 and update file re same	0.50	95.00
2/22/2021	MTJ	Receipt and review of Village records re FOIA Request / FOIA Response (Casey Toner FOIA); Receipt and review of Village records re FOIA Request / FOIA Response (Fox 32 FOIA); Receipt and review of Village records re FOIA Request / FOIA Response (Jermaine Hall FOIA)	0.40	76.00
2/23/2021	MTJ	Receipt and review of Certificate of Publication (Chicago	0.80	152.00

		Sun Times) for 2021 Annual Budget Public Hearing for March 2, 2021 and update file re same; final preparation of transmittal letter to Norfleet re agenda items for March 2 Special Village Board Meeting and final review and preparation of agenda items for March 2 Special Village Board Meeting (AGENDA FOR PUBLIC HEARING CONCERNING THE PROPOSED FISCAL YEAR 2021/2022 BUDGET (MAY 1, 2021 THROUGH APRIL 30, 2022)		
2/24/2021	MTJ	Final review of agenda items for March 2 Special Village Board Meeting and final preparation of transmittal letter to Norfleet re same	0.50	95.00
2/26/2021	MTJ	Receipt and review of draft March 2 Special Village Board Meeting and communication with Norfleet and Ireland re updates to agenda items	0.30	57.00
			Total Fees:	2,869.00

Rate Summary

Michael T. Jurusik	15.10 hours at $ 190.00/hr		2,869.00
Total hours:	15.10	Total Fees:	2,869.00

Payments

3/9/2021	Payment	3,298.50
3/22/2021	Payment	6,297.50
	Total Payments:	9,596.00

Total Current Billing:	**2,869.00**
Previous Balance Before Payments:	26,205.00
Less Payment(s) Received:	- 9,596.00
Previous Balance Due:	16,609.00
Total Current Billing:	+ 2,869.00
Total Now Due:	**19,478.00**

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

Michael T. Jurusik

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 15, 2021

SUBJECT: Payment Approval, Klein Thorpe & Jenkins

SPECIFIC ACTION REQUESTED: Payment approval of the invoices dated April 14, 2021 for Legal Services Rendered during February 2021.

RECOMMENDATION: It is recommendation that the total payments of $27,387.68 be approved for payment. The expense account to be charged: 01-15-52400/TIF.

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 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 T. Jurusik**

Date: **April 14, 2021**

Re: **Invoices for Legal Services for February 2021**

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

The invoices are separated into the following categories:

-	Employment and Labor Matters	$ 6,562.58
-	Economic Redevelopment Matters and Miscellaneous Matters	$ 9,351.00
-	Litigation Matters	$ 11,474.10

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

Mike

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

Recommended To Be Paid
Dept.Head: Willie Norfleet
Expense Acct:_____
Date: 4-15-21 PO #_____

April 14, 2021

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

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

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

1849/13-216644	Employment and Labor.....	$ 2,822.58
1849/314-216653	Police Department Matters.....	2,429.00
1849/315-216654	Fire Department Matters.....	1,311.00

TOTAL DUE: **$ 6,562.58**

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-013

Statement # 216644
For Legal Services Rendered through February 28, 2021
Employment and Labor

Professional Fees			Hours	Amount
2/2/2021	JPB	Complete final review and proof of post hearing brief, Sgts OT arbitration, transmittal of same to arbitrator Cerone.	1.30	286.00
2/3/2021	JAG	Communications with opposing counsel regarding Sgts. overtime grievance	0.50	110.00
2/5/2021	JPB	Communication from Union Rep. ratification of new CBA, Truck Drivers/PW.	0.30	66.00
2/5/2021	MTJ	Review status of collective bargaining agreement / labor contract with Local 705 (IBT); partial preparation of transmittal memo to Village Board re collective bargaining agreement / labor contract and partial preparation of RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)	0.80	176.00
2/10/2021	JAG	Review status of mediation for patrol officers negotiations and police sergeant negotiations	0.60	132.00
2/11/2021	JPB	Receipt and review of draft new collective bargaining agreement for truck drivers from Union.	1.00	220.00
2/11/2021	JPB	Communication with DC Willis re use of part-time officers.	0.40	88.00
2/11/2021	MTJ	Communications with Banks re examples of Diversity, Equity and Inclusion Ordinances and review Village Code and Village document files and other community examples re same and preparation and sending of transmittal email to Banks with examples of same	0.80	176.00
2/11/2021	MTJ	Communication with Willis re Village options for hiring temporary (part time) police officers, collective bargaining agreement / labor contract restrictions re use of temporary (part time) police officers	0.30	66.00

2/11/2021	GTS	Review examples of Diversity, Equity and Inclusion Ordinances for consideration by Village	0.20	44.00
2/14/2021	JPB	Research re use of part-time police.	1.00	220.00
2/16/2021	MTJ	Receipt and review of draft collective bargaining agreement / labor contract with Teamsters Local 705 (term: January 1, 2021 through December 31, 2023), RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 705 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR ALL PUBLIC WORKS EMPLOYEES REPRESENTED BY LOCAL 705 (TERM: JANUARY 1, 2021 TO DECEMBER 31, 2023) and KTJ transmittal memo to Village Board re terms and conditions and approval of same and preparation of same for March 2 Special Village Board Meeting; communication with Talley re release of personnel file documents of part time police officer per request of police chief and need for HIPPA Release; review options for Chief Talley and DC Willis to use of temporary (part time) police officers and consideration of restrictions in collective bargaining agreement / labor contract re same	1.10	242.00
2/19/2021	JPB	Communication from Union Attorney re negotiations and camera issue.	0.50	110.00
2/23/2021	JPB	Receive, review and file dismissal of Powell IDHR charge 1291, docket appeal date and transmit to Village.	0.80	176.00
2/24/2021	JPB	Attend negotiations at Village with SEIU, demand to bargain over cameras.	2.80	616.00
			Total Fees:	2,728.00

Rate Summary

James P. Bartley	8.10 hours at $ 220.00 /hr		1,782.00
Michael T. Jurusik	3.00 hours at $ 220.00 /hr		660.00
Gregory T. Smith	0.20 hours at $ 220.00 /hr		44.00
Jason A. Guisinger	1.10 hours at $ 220.00 /hr		242.00
Total hours:	12.40	Total Fees:	2,728.00

Detailed Disbursements

	Westlaw Research	94.58 (1)
	Total Disbursements:	94.58

Payments

3/9/2021	Payment	9,064.37

3/22/2021	Payment	2,267.48	
	Total Payments:	11,331.85	
	Total Current Billing:		**2,822.58**

	Previous Balance Before Payments:		22,560.76
Previous Trust Balance: 0.00	Less Payment(s) Received:	-	11,331.85
Change in Trust: 0.00	Previous Balance Due:		11,228.91
	Total Current Billing:	+	2,822.58
Trust Balance: 0.00	**Total Now Due:**		**14,051.49**

Michael T. Jurusik

(1)

Westlaw Charges

Date Range: February 2021

Client: 1849-013 / Village of Maywood TIF - Madison Street

Total for 02/02/2021	$94.58
Total:	**$94.58**

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-314

Statement # 216653
For Legal Services Rendered through February 28, 2021
Police Department Matters

Professional Fees			Hours	Amount
2/16/2021	MTJ	Receipt and review of Body Camera Policies: Bellwood Police Dept, Broadview Police Dept and Chicago Police Dept (Examples provided by Maywood Police Dept) and communication from Willis re same	0.50	95.00
2/16/2021	MAL	Communications from H. Robertson re Embry FOIA	2.00	380.00
2/17/2021	MAL	Communications with H. Robertson re Embry FOIA request	0.50	95.00
2/18/2021	MTJ	Receipt and review of Bellwood Tow Ordinance provisions (Section 70.13 FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER, Section 76.11 SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES USED IN COMMISSION OF CERTAIN OFFENSES), review Draft 4-15-2020 ORDINANCE AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 99 (TOWING OF VEHICLES) OF THE MAYWOOD VILLAGE CODE TO ADD A NEW SECTION 99.26 (FLEEING AND ELUDING A PEACE OFFICER; IMPOUNDMENT) REGARDING THE IMPOUNDMENT OF VEHICLES USED TO COMMIT THE OFFENSE OF FLEEING AND ELUDING A POLICE OFFICER and communication with DC Willis re options for Village to update Village Code to adopt similar regulations and consideration of legal issues re same	0.80	152.00
2/18/2021	MTJ	Partial preparation of ORDINANCE AMENDING CHAPTER 71 (TRAFFIC REGULATIONS) OF THE MAYWOOD VILLAGE CODE RELATIVE TO LOCAL ENFORCEMENT OF OVERWEIGHT AND OVERDIMENSION VEHICLES and partial preparation of transmittal memo to Village Board re same	1.00	190.00
2/18/2021	CPF	Review proposed body camera policies from Deputy Chief Willis and discussion regarding process to institute policy; review of request to add fleeing and eluding to vehicle impoundment ordinance, and applicable state	0.80	152.00

		statutes		
2/19/2021	MTJ	Communication with Talley re tow ordinance proposal and truck overweight enforcement ordinance	0.30	57.00
2/22/2021	MAL	Prepared response letter re Embry FOIA; communications with staff re Embry FOIA	0.50	95.00
2/22/2021	CPF	Draft ordinances and cover memo regarding Village Code amendments to allow administrative adjudication of overweight vehicles	1.80	342.00
2/23/2021	MTJ	Review and edit draft ORDINANCE AMENDING CHAPTER 71 (TRAFFIC REGULATIONS) OF TITLE 7 (TRAFFIC) OF THE MAYWOOD VILLAGE CODE RELATIVE TO LOCAL ENFORCEMENT OF OVERWEIGHT AND OVERDIMENSION VEHICLES and transmittal memo to Village Board re same	0.40	76.00
2/23/2021	MAM	Review of Ordinance re administrative adjudication of overweight truck violations	0.40	76.00
2/23/2021	MAL	Communications with H. Robertson re various FOIA requests; review and redact responsive records re Fox News FOIA Request	0.70	133.00
2/24/2021	MAM	Further review and edits to Ordinance re administrative adjudication of overweight truck violations; consideration of legal issues re same	1.00	190.00
2/24/2021	CPF	Further review and drafting of ordinance regarding administrative adjudication of vehicle size and weight violations, and memorandum regarding same	1.50	285.00
2/26/2021	MAL	Review and redact responsive records re Fox News FOIA Request; prepare and transmit FOIA response letter re Fox News FOIA	0.50	95.00
			Total Fees:	2,413.00

Rate Summary

Michael T. Jurusik	3.00 hours at $ 190.00/hr	570.00
Michael A. Marrs	1.40 hours at $ 190.00/hr	266.00
Mallory A. Milluzzi	4.20 hours at $ 190.00/hr	798.00
Carmen P. Forte, Jr.	4.10 hours at $ 190.00/hr	779.00
Total hours:	12.70 Total Fees:	2,413.00

Detailed Disbursements

Photocopies	16.00
Total Disbursements:	16.00

Payments

3/9/2021	Payment	3,408.28
3/22/2021	Payment	2,233.50
	Total Payments:	5,641.78

Total Current Billing:	**2,429.00**

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

Previous Balance Before Payments:		14,943.26
Less Payment(s) Received:	-	5,641.78
Previous Balance Due:		9,301.48
Total Current Billing:	+	2,429.00
Total Now Due:		**11,730.48**

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-315

Statement # 216654
For Legal Services Rendered through February 28, 2021
Fire Department Matters

Professional Fees			Hours	Amount
2/1/2021	MTJ	Receipt and review of FOIA Request from SEIU Local 73 representative for Overtime Data for Fire Department and communication with Bronaugh re Village FOIA Response to same	0.30	57.00
2/2/2021	MTJ	Further review of 2003 Andres Medical Billing Agreement and draft 2021 Addendum and review Andres Medical Billing file and 2013 Andres Medical Billing Contract and updates for Western Springs Fire Department; communication with Bronaugh and Norfleet re amendments to 2003 Andres Medical Billing Agreement and proposed 2021 Addendum for an extension of the 2003 Agreement to update the minimum insurance requirements and indemnification provisions and preparation and sending of transmittal email with an updated 2013 version of Andres Medical Billing Agreement from Western Springs as attendance at template for the Maywood version and Bronaugh re same	1.20	228.00
2/3/2021	MTJ	Receipt and review of Andres Medical Billing (Maywood) re Sales Data by Customer January to December 2020 and Andres Medical Billing (Maywood) re Collection Statistics January to December 2020 and communication from Bronaugh re same	0.30	57.00
2/4/2021	MTJ	Review file re Andres Medical Billing Business Associate Agreement and HIPPA compliance matters; communications with Bronaugh and Andres Medical Billing re Medical Billing Contract and Business Associate Agreement and preparation and sending of transmittal email with template Medical Billing Contract and template Business Associate Agreement; partial preparation of Memo to Village Board re Resolution and Approval of Medical Billing Contract and Business Associate Agreement (AMB / Andres Medical Billing, Ltd.); partial preparation of RESOLUTION APPROVING AND	2.00	380.00

		AUTHORIZING THE EXECUTION OF A MEDICAL BILLING CONTRACT WITH ANDRES MEDICAL BILLING, LTD. AND A BUSINESS ASSOCIATE AGREEMENT WITH ANDRES MEDICAL BILLING, LTD. TO COMPLY WITH HIPPA REQUIREMENTS		
2/5/2021	MTJ	Communication from Andres Medical Billing re status of Business Associate Agreement and Medical Billing Contract	0.30	57.00
2/9/2021	MTJ	Receipt and review of certified copy of Resolution No. R-2021-01 re Approval of Release and Hold Harmless Agreement (Pace) and update file re same	0.20	38.00
2/9/2021	MTJ	Review and edit RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEDICAL BILLING CONTRACT WITH ANDRES MEDICAL BILLING, LTD. AND A BUSINESS ASSOCIATE AGREEMENT WITH ANDRES MEDICAL BILLING, LTD. TO COMPLY WITH HIPPA REQUIREMENTS; receipt and review of updated version of Medical Billing Contract with Andres Medical Billing, Ltd. and updated version of Business Associate Agreement with Andres Medical Billing, Ltd. from Andres Medical Billing, Ltd; Review and edit transmittal memo to Village Board re same	1.40	266.00
2/10/2021	MTJ	Communication from Andres Medical Billing, Ltd. re approval of updated version of Medical Billing Contract and updated version of Business Associate Agreement and receipt and review of executed copies of Contract and Agreement from AMB	0.30	57.00
2/13/2021	MTJ	Communication from Bronaugh re Union Pacific Railroad (UPRR) Vehicle / Railroad Crossings Blocked by Train No. 8745 blocked for 58 minutes on Saturday, February 6, 2021 and receipt and review of photos of train blockage and preparation and sending of transmittal email with photos to and communication with UPRR personnel re Village objection to Union Pacific Railroad (UPRR) Vehicle / Railroad Crossings Blocked by Train No. 8745 blocked for 58 minutes on Saturday, February 6, 2021 and update file re same	0.30	57.00
2/17/2021	MTJ	Final preparation of and transmit to Village Clerk's Office for execution: RESOLUTION NO. R-2021-____A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEDICAL BILLING CONTRACT WITH ANDRES MEDICAL BILLING, LTD. AND A BUSINESS ASSOCIATE AGREEMENT WITH ANDRES MEDICAL BILLING, LTD. TO COMPLY WITH HIPAA REQUIREMENTS and preparation and sending of transmittal email with final version of Medical Billing Contract with Andres Medical Billing, Ltd. to and communication with Andres re execution of same and	0.60	114.00

delivery to Village for execution

Total Fees: 1,311.00

Rate Summary

Michael T. Jurusik	6.90 hours at $ 190.00/hr		1,311.00
Total hours:	6.90	Total Fees:	1,311.00

Payments

3/9/2021	Payment		399.00
3/22/2021	Payment		57.00
		Total Payments:	456.00

Total Current Billing: 1,311.00

		Previous Balance Before Payments:	817.00
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 456.00
Change in Trust:	0.00	Previous Balance Due:	361.00
		Total Current Billing:	+ 1,311.00
Trust Balance:	0.00		
		Total Now Due:	**1,672.00**

Michael T. Jurusik

April 14, 2021

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

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

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

1849/17-216645	TIF – Madison Street	$ 1,221.00
1849/47-216647	Real Estate Matters (ANLAP, Tax Reactivation)	2,026.00
1849/50-216648	Plan Commission / ZBA	1,216.00
1849/359-216655	Tax Deed / 415 Roosevelt Rd. (Roosevelt Road TIF – Reimb.)	75.00
1849/371-216656	TIF - St. Charles Road (Escrow #6 – Economic Incentives & Projects – Reimb.)	179.60
1849/422-216657	Water Fund Matters	57.00
1849/460-216658	Park District Matters	133.00
1849/470-216660	First Avenue Water Main & Easement Acquisition Project (Reimbursable from Madison St./Washington Blvd. TIF District)	1,058.40
1849/491-216661	Grants and IGAs – Cook County	184.50
1849/495-216662	Grants and IGAs – State of Illinois	38.00
1849/500-216663	COVID-19 Matters	940.50
1849/520-216674	Access Health Development Project – 1002 S. 6th Ave. (Reimbursable per Madison St./Fifth Ave. TIF District)	2,222.00

TOTAL DUE: **$ 9,351.00**

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-017

Statement # 216645
For Legal Services Rendered through February 28, 2021
TIF - Madison Street

Professional Fees			Hours	Amount
2/2/2021	SJ	Preparation of closing book for 800-820 5th Avenue Maywood, IL 60153 and transmittal letter to Village re same	2.00	180.00
2/4/2021	MAM	Communication with Village Engineer re subdivision plat issues for National Cycle property	0.20	44.00
2/15/2021	SJ	Finalize hard copy and digital closing books for 2200 S Maywood Drive transaction	1.30	117.00
2/19/2021	MAM	Work on memo and resolution re 1002 S. 6th public hearing and redevelopment agreement	1.00	220.00
2/19/2021	MAM	Communications with Village re Plat of Subdivision re 1243 S. 5th redevelopment	0.20	44.00
2/23/2021	MTJ	Review and edit TIF District Public Hearing Agenda and Redevelopment Agreement For The Purchase Of Real Property And Construction Of A Mixed Use Development To Be Located In The Madison Street/Fifth Avenue Tax Increment Financing District For The Development Site At 1002 South 6th Avenue, Maywood, Illinois	0.50	110.00
2/24/2021	MTJ	Receipt and review of 47 page Intergovernmental Grant Agreement with Illinois Department of Commerce and Economic Opportunity ("DCEO") For Grant Award Not To Exceed $382,375.00 for the Madison Street Water Main Improvements from 21st Avenue to 17th Avenue Project and DCEO Grant Budget for same and communications with Hancock (Peterhansen/Lucas) re source of matching grant funds and need for approval of Professional Services Agreement for design engineering services and construction management services for the Project; preparation of RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT WITH ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY ("DCEO") FOR GRANT	1.80	396.00

		AWARD NOT TO EXCEED $382,375.00 FOR THE MADISON STREET WATER MAIN IMPROVEMENTS FROM 21ST AVENUE TO 17TH AVENUE PROJECT AND AUTHORIZING CERTAIN EXPENDITURES FROM VILLAGE GENERAL FUNDS, GRANT FUNDS AND MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND TO PAY FOR THE ELIGIBLE PROJECT IMPROVEMENTS WITHIN THE TIF DISTRICT, INCLUDING VILLAGE MATCHING FUND OBLIGATIONS and preparation of transmittal memo to Village Board re same		
2/26/2021	MTJ	Receipt and review of Certificate of Publication dated 2.17.2021 from Village Free Press for Notice of 3.2.2021 Public Hearing for Access Health 1002 South 6th Avenue Project and update file re same; review Redevelopment Agreement re preparation for March 2 TIF District Public Hearing	0.50	110.00
			Total Fees:	1,221.00

Rate Summary

Michael T. Jurusik	2.80 hours at $ 220.00/hr		616.00
Michael A. Marrs	1.40 hours at $ 220.00/hr		308.00
Sarah Jeong	3.30 hours at $ 90.00/hr		297.00
Total hours:	7.50	Total Fees:	1,221.00

Payments

3/22/2021	Payment	2,824.63
	Total Payments:	2,824.63

Total Current Billing:	**1,221.00**
Previous Balance Before Payments:	4,560.65
Less Payment(s) Received:	- 2,824.63
Previous Balance Due:	1,736.02
Total Current Billing:	+ 1,221.00
Total Now Due:	**2,957.02**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-047

Statement # 216647
For Legal Services Rendered through February 28, 2021
Real Estate Matters (ANLAP, Tax Reactivation)

Professional Fees			Hours	Amount
2/3/2021	MAM	Receipt of recorded deed re 2007/2009 Harrison property conveyance	0.20	38.00
2/4/2021	MTJ	Communication from Cook County Clerk's Fraud Unit re status of Property Fraud for: 719 South 4th Avenue and 401 North 4th Avenue properties and update file re same	0.20	38.00
2/4/2021	MTJ	Review status of Maywood Fast-Track Demolition Project and communications with Village staff and CCLBA re response by CCLBA to Village actions to seek demolition of certain houses and CCLBA not interested in acquiring vacant lots and update file re same	0.30	57.00
2/11/2021	CP	Review file regarding status of RDA recordation for 1215-1217	0.50	45.00
2/12/2021	MAM	Review of title commitments re 1243 S. 5th and 1 S. 21st; transmit same to A. Smith	0.30	57.00
2/12/2021	MAM	Review closing docs and status of 1819 S. 12th ANLAP sale; communication with A. Smith re same	0.40	76.00
2/12/2021	MAM	Review closing docs and status of ANLAP sale of N. half of 1314 S. 4th; communication with A. Smith re same	0.30	57.00
2/12/2021	MAM	Review closing docs and status of ANLAP sale of S. half of 1314 S. 4th; communication with A. Smith re same	0.30	57.00
2/12/2021	MAM	Review status of 1215-1217 S. 5th RDA recording [Lewis Lawn Care tax reactivation]; communication to A. Smith re Exhibit needed for same	0.30	57.00
2/16/2021	MAM	Communications with A. Smith re survey quotes for 1314 S. 4th ANLAP sales; communications with A. Smith re 1243 S. 5th alley vacation issues	0.60	114.00
2/17/2021	MTJ	Review February 16 Special Village Board Meeting notes and Village Staff Memo re Tax Reactivation Program (Sale of 1243 South 5th Avenue and 1 South 21 Avenue	1.00	190.00

		Properties), Sales Applications and Purchaser Offers, Building Elevations and Site Plan dated 2.9.2021 for 1243 South 5th Avenue 4 Lot Resubdivision, preliminary review Village Code and Zoning Code re development conditions for each property development and partial preparation of Redevelopment Agreements for Sale of 1243 South 5th Avenue and 1 South 21 Avenue Properties		
2/19/2021	MAM	Review of survey re 1819 S. 12th Avenue; communications with A. Smith re survey for 1821 S. 12th Avenue; work on 1821 S. 12th Avenue closing	0.60	114.00
2/20/2021	CP	Review file; communication with Westchester Chicago Title and Loop Chicago Title regarding missing documents for Ramirez - 2001 Harrison Street	0.50	45.00
2/20/2021	CP	Receipt of Survey for 302 S. 7th Avenue	0.10	9.00
2/20/2021	CP	Receipt of Survey for 1819 12th Avenue	0.10	9.00
2/22/2021	MTJ	Review status of alley vacation and title commitments for Sale of 1243 South 5th Avenue and 1 South 21 Avenue Properties and review Site Plan dated 2.9.2021 for 1243 South 5th Avenue 4 Lot Resubdivision	0.30	57.00
2/22/2021	MAM	Consideration of legal issues re 1243 S. 5th RDA and redevelopment	0.40	76.00
2/22/2021	CP	Various communications with Chicago Title Westchester regarding missing Consolidation Petition	0.30	27.00
2/22/2021	SJ	Complete the Cook County change of taxpayer name and address form for 901 St Charles Road Maywood, IL and prepare transmission of same. Revise Cook County Continued Ownership Use Affidavit for 901 St Chares Rd Maywood, IL 60153; Request division report from AmLegal.	0.50	45.00
2/22/2021	SJ	Draft letters notifying the Assessor and Treasurer of the sale of 1401 S. 21st. Avenue, 837 S. 17th Avenue, and 237-241 S. 12th Avenue; transmit the same.	0.90	81.00
2/23/2021	MTJ	Review zoning, subdivision and landscape requirements for sale and development of 1243 South 5th Avenue and 1 South 21 Avenue Properties and review Site Plan dated 2.9.2021 for 1243 South 5th Avenue 4 Lot Resubdivision and communication with Hancock (Peterhansen/Lucas) and Village staff (Lara and Smith) re same	0.50	95.00
2/23/2021	MAM	Receipt of exhibit for 1215-1217 S. 7th Avenue RDA exhibit; arrange for recording of same	0.20	38.00
2/23/2021	MAM	Participate in conference call with developer and Village staff re 1243 S. 5th Avenue conveyance and project; preparation for conference call re 1243 S. 5th Avenue RDA and redevelopment; review materials from Village re same; consideration of legal issues re same	1.80	342.00

2/23/2021	MAM	Research location of original consolidation petition for 2007-2009 Harrison tax reactivation sale	0.40	76.00
2/23/2021	CP	Communications regarding missing Petition for Consolidation for 2007-2009 W Harrison	0.10	9.00
2/24/2021	SJ	Correspond with CTT regarding recording the RDA with the exhibit for Sale of 1215-17 S 7th Avenue Maywood, IL 60153; prepare RDA to be dropped off at CTT Loop office for recording.	0.50	45.00
2/24/2021	SJ	Correspond with Assessor to confirm method of submission of the Continued Ownership and Use Affidavit. Prepare for transmission to Cook County Assessor's the Continued Ownership and Use Affidavit for 901 St Charles Rd	0.30	27.00
2/24/2021	SJ	Prepare for transmission to Cook County Assessor's the Continued Ownership and Use Affidavit for 901 St Charles Rd Research into Cook county viewer and sidwell to see if PINs for 1401 and 1403 S 21st Avenue has been consolidated Research into Cook county viewer and sidwell to see if PIN for 837 S 17th Avenue has bee subdivided; 239-241 S 12th Avenue has been consolidated	0.80	72.00
2/26/2021	MTJ	Receipt and review of Plat of Tinajeros Subdivision (4 lot - 4th Avenue & 5th Avenue) dated 2.25.2021 for development approval comments and update file re same	0.20	38.00
			Total Fees:	1,991.00

Rate Summary

Michael T. Jurusik	2.50 hours at $ 190.00/hr	475.00
Michael A. Marrs	5.80 hours at $ 190.00/hr	1,102.00
Carol Pinkston	1.60 hours at $ 90.00/hr	144.00
Sarah Jeong	3.00 hours at $ 90.00/hr	270.00
Total hours:	12.90 Total Fees:	1,991.00

Detailed Disbursements

2/22/2021	Research Service Fee Obtain Division Report	35.00 (1)
	Total Disbursements:	35.00

Payments

3/9/2021	Payment	3,921.80
3/22/2021	Payment	3,002.80
	Total Payments:	6,924.60

Total Current Billing:	**2,026.00**

Previous Balance Before Payments:	18,295.90
Less Payment(s) Received:	- 6,824.60
Previous Balance Due:	11,371.30
Total Current Billing:	+ 2,026.00
Total Now Due:	**13,397.30**

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

Michael T. Jurusik

①page1 227365

AM Legal Services, Inc.

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

Date of Order: 2/22/21 Rush: ☐ (2)

Case# _____

Client Ref: 1849-047

Client Email: _____

Klein

Ordered By: Sarah

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) Division Report

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Pin # 15-10-226-007-0000

130

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ _____

Research Fee $ 35.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 35.00

Completed Date: 2/22/21

Completed By: Cee

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

① page 2

KLEIN THORPE AND JENKINS RUN SHEET

✓ SJ

CONTACT: SARAH **312 984 6459** **OR** **312 984 6400**

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

REVIEWED BY: SJ **TODAY'S DATE: 02/22/2021**

DATE COMPLETED: 2/23/21

PARALEGAL'S INITIALS: SJ

CLIENT NO.: 1849-047 **REQUESTED BY: CLIENT** **RETURN TO: SARAH**

REVIEWED FOR FILING REQUIREMENTS: Yes
ENTERED IN RECORDED DOCUMENTS DATABASE: N/A
FEE REQUIRED: Yes

PLEASE OBTAIN FROM THE COOK COUNTY ASSESSOR'S OFFICE – DIVISION DEPARTMENT

DOCUMENT TYPE	ADDRESS/PIN
DIVISION REPORT	15-10-226-007-0000 New PINs: 15-10-226-008-0000 & 15-10-226-009-0000

Submit + cert of COOK as a cert Treasurer.

INSTRUCTIONS: PLEASE OBTAIN

- **DIVISION REPORT LISTED ABOVE**
- **BRING BACK TO SARAH**

Please call or email me if you have any questions

Thank you

Sarah

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-050

Statement # 216648
For Legal Services Rendered through February 28, 2021
Plan Commission/ZBA

Professional Fees			Hours	Amount
2/3/2021	MTJ	Review status of posting of Plan Commission/ZBA February 3 Agenda and zoning application filed by AVW Equipment and consideration of rescheduling zoning hearing and mailing of notice of rescheduled zoning hearing date	0.20	38.00
2/3/2021	MAM	Attendance at PC/ZBA meeting; preparation for PC/ZBA meeting; multiple conferences and communications with E. Lara re PC/ZBA meeting; consideration of Open Meetings Act/posting requirements and strategy for addressing agenda posting issue; review and revise agenda for rescheduled special meeting and public hearing; review and revise legal notice for rescheduled public hearing	3.60	684.00
2/9/2021	MAM	Attendance at PC/ZBA meeting and public hearing; preparation for same	2.60	494.00
			Total Fees:	1,216.00

Rate Summary

Michael T. Jurusik	0.20 hours at $ 190.00/hr		38.00
Michael A. Marrs	6.20 hours at $ 190.00/hr		1,178.00
Total hours:	6.40	Total Fees:	1,216.00

Payments

3/9/2021	Payment	703.00
3/22/2021	Payment	570.00
	Total Payments:	1,273.00

Total Current Billing:	**1,216.00**

Previous Balance Before Payments:	5,507.00
Less Payment(s) Received:	- 1,273.00
Previous Balance Due:	4,234.00
Total Current Billing:	+ 1,216.00
Total Now Due:	**5,450.00**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-359

Statement # 216655
For Legal Services Rendered through February 28, 2021
Tax Deed / 415 Roosevelt Rd. (Roosevelt Road TIF – Reimb.)

Professional Fees			Hours	Amount
2/16/2021	JAW	Participate in court status hearing on Village Motion to Secure 415 Roosevelt Road property	0.30	57.00
2/24/2021	CP	Preparation of transmittal to Judge Karkula of Proposed Order for 2018COTD004238 - 415 Roosevelt Rd	0.20	18.00
			Total Fees:	75.00

Rate Summary

John Allen Wall	0.30 hours at $ 190.00/hr		57.00
Carol Pinkston	0.20 hours at $ 90.00/hr		18.00
Total hours:	0.50	Total Fees:	75.00

Payments

3/22/2021	Payment	1,663.20
	Total Payments:	1,663.20

Total Current Billing:	**75.00**
Previous Balance Before Payments:	301.10
Less Payment(s) Received:	- 1,663.20
Previous Balance Due:	-1,362.10
Total Current Billing:	+ 75.00
Total Now Due:	**-1,287.10**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-371

Statement # 216656
For Legal Services Rendered through February 28, 2021
TIF - St. Charles Road (Escrow #6 -- Economic Incentives & Projects -- Reimb.)

Professional Fees			Hours	Amount
2/9/2021	MTJ	Receipt and review of January 27, 20210 Developer Letter (Maywood Equity Group, LLC) to Maywood Village Board re Updated Development and Economic Incentive Proposal for Southeast Corner 1st Avenue and Ohio Street (Parcel C) and Developer Letter (Maywood Equity Group,LLC) to Maywood Village Board re Updated Development and Economic Incentive Proposal for Northwest Corner 1st Avenue and Lake Street (Parcel A) 1.27.2021 and update file re same;	0.50	110.00
2/18/2021	MAM	Review property tax issues related to 1001 St. Charles; execute change of address form re same	0.30	66.00
			Total Fees:	176.00

Rate Summary

Michael T. Jurusik	0.50 hours at $ 220.00 /hr		110.00
Michael A. Marrs	0.30 hours at $ 220.00 /hr		66.00
Total hours:	0.80	Total Fees:	176.00

Detailed Disbursements

Photocopies	3.60
Total Disbursements:	3.60

Total Current Billing:	**179.60**

Previous Balance Before Payments:	1,013.00
Less Payment(s) Received:	- 0.00
Previous Balance Due:	1,013.00
Total Current Billing:	+ 179.60
Total Now Due:	**1,192.60**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-422

Statement # 216657
For Legal Services Rendered through February 28, 2021
Water Fund Matters

Professional Fees			Hours	Amount
2/10/2021	MTJ	Communication with Village staff re micro-hydro in-pipe turbines as a method of generating energy to offset water suppliers' large energy demands (City of Portland)	0.30	57.00
			Total Fees:	57.00

Rate Summary

Michael T. Jurusik		0.30 hours at $ 190.00 /hr		57.00
	Total hours:	0.30	Total Fees:	57.00

Payments

12/3/2020	Payment	155.00
12/3/2020	Payment	273.00
	Total Payments:	428.00

Total Current Billing: **57.00**

		Previous Balance Before Payments:	428.00
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 428.00
Change in Trust:	0.00	Previous Balance Due:	0.00
		Total Current Billing:	+ 57.00
Trust Balance:	0.00		
		Total Now Due:	**57.00**

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-460

Statement # 216658
For Legal Services Rendered through February 28, 2021
Park District Matters

Professional Fees

			Hours	Amount
2/22/2021	MAM	Review of Park District joint meeting materials and Park District comments in same; compare to most recent negotiating documents; consideration of legal issues re same	0.70	133.00
			Total Fees:	133.00

Rate Summary

Michael A. Marrs	0.70 hours at $ 190.00 /hr		133.00
Total hours:	0.70	Total Fees:	133.00

Payments

3/9/2021	Payment	912.00
	Total Payments:	912.00

Total Current Billing:	**133.00**
Previous Balance Before Payments:	2,527.00
Less Payment(s) Received:	- 912.00
Previous Balance Due:	1,615.00
Total Current Billing:	+ 133.00
Total Now Due:	**1,748.00**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-470

Statement # 216660
For Legal Services Rendered through February 28, 2021
First Avenue Water Main & Easement Acquisition Project (Reimbursable from Madison Street/Washington Blvd. TIF District)

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of various easement properties; communications with Village and Village Engineer re same	1.00	220.00
2/3/2021	MAM	Review status of various easements; conference with A. Smith re same; conference with Village Engineer re same; receipt of documents from Village Engineer re same	0.90	198.00
2/8/2021	MAM	Research address information for owner of 1600 S. 1st Avenue at request of Village; communications with Village re same	0.40	88.00
2/11/2021	MTJ	Consideration of easement access issues with Checkers property for installation of project	0.20	44.00
2/11/2021	MAM	Consideration of issues related to Checkers property	0.30	66.00
2/15/2021	MAM	Conference with Village Engineer re property easements for project; work on draft response to property owner re need for easement/property tax issues	0.60	132.00
2/16/2021	MAM	Further drafting of response to 1718 S. 1st Avenue property owner; multiple communications with Village and Village Engineer re same; send response to 1718 S. 1st Avenue property owner	1.30	286.00
2/23/2021	MAM	Communication to property owner re execution of easement signature page	0.10	22.00
			Total Fees:	1,056.00

Rate Summary

Michael T. Jurusik	0.20 hours at $220.00/hr	44.00
Michael A. Marrs	4.60 hours at $220.00/hr	1,012.00
Total hours:	4.80 Total Fees:	1,056.00

Detailed Disbursements

	Photocopies	2.40
	Total Disbursements:	2.40

Payments

3/9/2021	Payment	1,212.23	
3/22/2021	Payment	955.40	
	Total Payments:	2,167.63	

Total Current Billing:	**1,058.40**

Previous Balance Before Payments:	4,681.83
Less Payment(s) Received:	- 2,167.63
Previous Balance Due:	2,514.20
Total Current Billing:	+ 1,058.40
Total Now Due:	**3,572.60**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-491

Statement # 216661
For Legal Services Rendered through February 28, 2021
Grants and IGAs - Cook County

Professional Fees			Hours	Amount
2/19/2021	MTJ	Receipt and review of Memo (Hancock) re 2021 Program Year Cook County CDBG Project Application (21st Avenue from Van Buren Street to Harrison Street) and 2021 Program Year Cook County CDBG Project Application for Project: 21st Avenue from Van Buren Street to Harrison Street and communication from Hancock (Peterhansen/Lucas) re approval of same and need for approving resolution and partial preparation of RESOLUTION NO. R-2021-___: A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AND THE FILING OF AN APPLICATION BY THE VILLAGE OF MAYWOOD FOR A PROJECT TO BE FUNDED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR (Project: 21st Avenue from Van Buren Street to Harrison Street Warren Street Roadway Improvements)	0.40	76.00
2/22/2021	MJF	Preparation of memo and Resolution for 21st Avenue Sewer and Road Project to Village	0.70	108.50
			Total Fees:	184.50

Rate Summary

Michael T. Jurusik	0.40 hours at $ 190.00/hr		76.00
Maxwell J. Fugere	0.70 hours at $ 155.00/hr		108.50
Total hours:	1.10	Total Fees:	184.50

Payments

3/25/2020	Payment	545.00
	Total Payments:	545.00

Total Current Billing:	**184.50**

Previous Balance Before Payments:	545.00
Less Payment(s) Received:	- 545.00
Previous Balance Due:	0.00
Total Current Billing:	+ 184.50
Total Now Due:	**184.50**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-495

Statement # 216662
For Legal Services Rendered through February 28, 2021
Grants and IGAs - State of Illinois

Professional Fees			Hours	Amount
2/10/2021	MTJ	Receipt and review of Home Accessibility Program Grant materials and communication from Myers re Village eligibility to participate in same and update file re same	0.20	38.00
			Total Fees:	38.00

Rate Summary

Michael T. Jurusik	0.20 hours at $ 190.00/hr		38.00
Total hours:	0.20	Total Fees:	38.00

Payments

3/9/2021	Payment	361.00
	Total Payments:	361.00

Total Current Billing:	**38.00**

Previous Balance Before Payments:	953.40
Less Payment(s) Received:	- 361.00
Previous Balance Due:	592.40
Total Current Billing:	+ 38.00
Total Now Due:	**630.40**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-500

Statement # 216663
For Legal Services Rendered through February 28, 2021
COVID-19 Matters

Professional Fees			Hours	Amount
2/5/2021	MTJ	Partial preparation of transmittal memo to Village Board re EXECUTIVE ORDER REQUIRING THE USE OF FACE COVERINGS UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS and ORDINANCE ADOPTING AND APPROVING EXECUTIVE ORDER 21-01 REGARDING THE USE OF FACE COVERINGS ISSUED BY THE VILLAGE PRESIDENT UNDER A DECLARATION OF A STATE OF EMERGENCY; partial preparation of ORDINANCE ADOPTING AND APPROVING EXECUTIVE ORDER 21-01 REGARDING THE USE OF FACE COVERINGS ISSUED BY THE VILLAGE PRESIDENT UNDER A DECLARATION OF A STATE OF EMERGENCY; partial preparation of EXECUTIVE ORDER REQUIRING THE USE OF FACE COVERINGS UNDER A DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS; consideration of liability issues with mask mandate re HIPPA requirements	1.40	266.00
2/9/2021	MTJ	Review and edit EXECUTIVE ORDER NO. 2021-01 EXECUTIVE ORDER REQUIRING THE USE OF FACE COVERINGS UNDER DECLARATION NO. 2020-02: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 - JUNE 2, 2020); review Village Code re Public Nuisance regulations and adoption of amendments re same; review and edit ORDINANCE AUTHORIZING AND APPROVING EXECUTIVE ORDER NO. 2021-01 REGARDING THE USE OF FACE COVERINGS ISSUED BY THE VILLAGE PRESIDENT UNDER DECLARATION NO. 2020-02: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 - JUNE 2, 2020) AND AMENDING SECTION 92.21(B) (PUBLIC NUISANCES AFFECTING HEALTH) OF CHAPTER 92 (HEALTH AND SANITATION; NUISANCES) TO ENFORCE THE USE OF	1.20	228.00

		FACE COVERINGS DURING THE PENDENCY OF THE DISASTER PROCLAMATION IN THE STATE OF ILLINOIS RELATED TO THE COVID-19 PANDEMIC; review and edit transmittal memo to Village Board re same;		
2/9/2021	AMS	Partial preparation of Executive Order; partial preparation of Ordinance; partial preparation of Transmittal Memorandum re: Mask Mandate	1.90	313.50
2/10/2021	GTS	Review Executive Order and Ordinance regarding face coverings required in the Village due to COVID-19	0.30	57.00
2/17/2021	MTJ	Final preparation of and transmit to Village Clerk's Office for execution: LICENSE AND RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR NON-EXCLUSIVE, TEMPORARY USE PERMIT FOR USE OF VILLAGE-OWNED PROPERTY (Village Property: 200 South 5th Avenue Building)(Monroe Foundation: COVID-19 Supply Distribution Event(s)); ORDINANCE NO. CO-2021-_____AN ORDINANCE AUTHORIZING AND APPROVING EXECUTIVE ORDER NO. 2021-01 REGARDING THE USE OF FACE COVERINGS ISSUED BY THE VILLAGE PRESIDENT UNDER DECLARATION NO. 2020-02: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 - JUNE 2, 2020) AND AMENDING SECTION 92.21(B) (PUBLIC NUISANCES AFFECTING HEALTH) OF CHAPTER 92 (HEALTH AND SANITATION; NUISANCES) OF THE VILLAGE CODE TO ENFORCE THE USE OF FACE COVERINGS DURING THE PENDENCY OF THE DISASTER PROCLAMATION IN THE STATE OF ILLINOIS RELATED TO THE COVID-19 PANDEMIC; EXECUTIVE ORDER NO. 2021-01 EXECUTIVE ORDER REQUIRING THE USE OF FACE COVERINGS UNDER DECLARATION NO. 2020-02: DECLARATION OF A STATE OF EMERGENCY IN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS (COVID-19 - JUNE 2, 2020) and communication with Village Clerk's Office re same	0.40	76.00
			Total Fees:	940.50

Rate Summary

Michael T. Jurusik	3.00 hours at $ 190.00/hr		570.00
Gregory T. Smith	0.30 hours at $ 190.00/hr		57.00
Anne M. Skrodzki	1.90 hours at $ 165.00/hr		313.50
Total hours:	5.20	Total Fees:	940.50

Total Current Billing:	**940.50**

Previous Balance Before Payments:	38.00
Less Payment(s) Received:	- 0.00
Previous Balance Due:	38.00
Total Current Billing:	+ 940.50
Total Now Due:	**978.50**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-520

Statement # 216674
For Legal Services Rendered through February 28, 2021
Access Health Development Project – 1002 S. 6th Ave.
(Reimbursable per Madison Street / Fifth Avenue TIF District)

Professional Fees			Hours	Amount
2/10/2021	MAM	Review status of RDA, environmental testing, etc; conference with A. Smith re same; conference call with parties re same	1.00	220.00
2/11/2021	MTJ	Consideration of project proposal and development issues and IEPA compliance issues for on-site remediation work that needs to be done prior to construction	0.20	44.00
2/11/2021	MAM	Work on next steps for public hearing and RDA approval	0.30	66.00
2/12/2021	MAM	Finalize notice for public hearing on 1002 S. 6th redevelopment agreement; transmit to Village for publishing	0.40	88.00
2/17/2021	MTJ	Review RDA terms, TIF Public Hearing and project matters (Chicago Sun-Times) for 2021 TIF Public Hearing (1002 South 6th Redevelopment Project - Nursing Home)	0.20	44.00
2/17/2021	MAM	Receipt of certificate of publication re public hearing notice for RDA; receipt and initial review of developer's attorney comments to draft RDA; make notes and comments and transmit same to A. Smith for review and discussion	1.60	352.00
2/22/2021	MAM	Draft TIF public hearing agenda re 1002 S. 6th RDA	0.70	154.00
2/23/2021	MAM	Further drafting of memo to BOT outlining RDA terms, resolution approving sale and RDA and agenda for public hearing; further consideration of developer comments on RDA; create updated RDA for BOT consideration based on developer comments	3.80	836.00
2/24/2021	MAM	Final edits to cover memo, TIF hearing agenda, resolution and RDA re 1002 S. 6th sale and redevelopment prior to submission for BOT Agenda Packet; multiple communications with Village re same; receipt and review of exhibit materials for RDA	1.90	418.00

Total Fees: 2,222.00

Rate Summary

Michael T. Jurusik	0.40 hours at $ 220.00 /hr		88.00
Michael A. Marrs	9.70 hours at $ 220.00 /hr		2,134.00
Total hours:	10.10	Total Fees:	2,222.00

Payments

3/9/2021	Payment	550.00
3/22/2021	Payment	198.00
	Total Payments:	748.00

Total Current Billing: **2,222.00**

		Previous Balance Before Payments:	2,768.00
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 748.00
Change in Trust:	0.00	Previous Balance Due:	2,020.00
		Total Current Billing:	+ 2,222.00
Trust Balance:	0.00		
		Total Now Due:	**4,242.00**

Michael T. Jurusik

April 14, 2021

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

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

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

1849/26-216646	Traffic and Local Ordinance Prosecution	$ 930.00
1849/60-216649	Administrative Adjudication Litigation	1,689.50
1849/62-216650	Disbursements	192.90
1849/163-216651	Third Party Litigation	950.00
1849/170-216652	Property Maintenance Enforcement Actions	76.00
1849/465-216659	Opioid Litigation	114.00
1849/504-216664	Demolition – 313 S. 3rd Avenue	57.00
1849/505-216665	Demolition – 401 N. 4th Avenue	38.00
1849/506-216666	Demolition – 801 N. 5th Avenue	38.00
1849/507-216667	Demolition – 1323 S. 5th Avenue	812.60
1849/508-216668	Demolition – 417 N. 7th Avenue	38.00
1849/511-216669	Demolition – 305 S. 11th Avenue	562.96
1849/512-216670	Demolition – 430 S. 16th Avenue	668.56
1849/513-216671	Demolition – 422 S. 16th Avenue	589.32
1849/515-216672	Demolition – 227 S. 19th Avenue	461.96
1849/516-216673	Demolition – 611 S. 20th Avenue	646.40
1849/524-216675	Maywood v. Cristian Alexander – Property Damage Lawsuit for 2020 Police Squad	102.80
1849/527-216676	Maywood v. John Baker – Property Damage Lawsuit for 2020 Police Squad	485.10
1849/528-216677	Litigation Claims / TPA Matters	3,021.00

TOTAL DUE: $11,474.10

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-026

Statement # 216646
For Legal Services Rendered through February 28, 2021
Traffic and Local Ordinance Prosecution

Professional Fees			Hours	Amount
2/10/2021	JRH	Conducted Maywood traffic court	2.50	387.50
2/24/2021	JRH	Attendance at prosecution of traffic and local ordinance call	2.50	387.50
2/24/2021	JRH	Review of pending citations and officers subpoenaed for traffic call	1.00	155.00
			Total Fees:	930.00

Rate Summary

Jasmine R. Hassan	6.00 hours at $ 155.00/hr		930.00
Total hours:	6.00	Total Fees:	930.00

Payments

3/9/2021	Payment		775.00
3/22/2021	Payment		589.00
		Total Payments:	1,364.00

Total Current Billing:	**930.00**

Previous Balance Before Payments:	2,827.34
Less Payment(s) Received:	- 1,364.00
Previous Balance Due:	1,463.34
Total Current Billing:	+ 930.00
Total Now Due:	**2,393.34**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-060

Statement # 216649
For Legal Services Rendered through February 28, 2021
Administrative Adjudication Litigation

Professional Fees			Hours	Amount
2/2/2021	CRC	Review and analyze documents including police report and tow forms for 2/5/21 Pila tow hearing; review Village Code provisions relating to same	0.80	124.00
2/3/2021	CRC	Communications with Chantail Palmer re 2/5/21 administrative hearings and files for tow hearings; review docket and materials for same	0.50	77.50
2/4/2021	CRC	Review and analyze documents including police report and tow forms for 2/5/21 Avila tow hearing, Cook tow hearing and Mahmound tow hearing; review Village Code provisions relating to same; communications with Chantail Palmer regarding same	1.50	232.50
2/5/2021	CRC	Prepare for and attend administrative adjudication hearings at Maywood Police Department; review materials regarding same	3.50	542.50
2/11/2021	CRC	Communications with David Myers regarding property maintenance administrative hearings and policy for continuing cases if officer is not present at hearing	0.30	46.50
2/15/2021	CRC	Review and analyze docket for 2/19/21 administrative hearings and documents and Village Code provisions regarding same; communications with Village staff regarding same	0.60	93.00
2/19/2021	MJF	Preparation and attendance at Maywood administrative hearings	3.70	573.50
			Total Fees:	1,689.50

Rate Summary

Caitlyn R. Culbertson	7.20 hours at $ 155.00/hr		1,116.00
Maxwell J. Fugere	3.70 hours at $ 155.00/hr		573.50
Total hours:	10.90	Total Fees:	1,689.50

Payments

3/9/2021	Payment	1,577.23
3/22/2021	Payment	914.50
	Total Payments:	2,491.73

Total Current Billing: **1,689.50**

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

Previous Balance Before Payments:		5,814.73
Less Payment(s) Received:	-	2,491.73
Previous Balance Due:		3,323.00
Total Current Billing:	+	1,689.50
Total Now Due:		**5,012.50**

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-062

Statement # 216650
For Legal Services Rendered through February 28, 2021
Disbursements

Detailed Disbursements

	Photocopies	152.40
2/16/2021	Research Service Fee Complaint	40.50 (1)
	Total Disbursements:	192.90

Payments

3/9/2021	Payment	258.56
3/22/2021	Payment	255.61
	Total Payments:	514.17

Total Current Billing: **192.90**

		Previous Balance Before Payments:	1,146.66
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 514.17
Change in Trust:	0.00	Previous Balance Due:	632.49
		Total Current Billing:	+ 192.90
Trust Balance:	0.00		
		Total Now Due:	**825.39**

Michael T. Jurusik

① page 1 pg 2/9

227296 ak

AM Legal Services, Inc.

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

Date of Order: 2/16/21 Rush: _____

Case# 21 L 1272

Client Ref: 1849-060

Client Email: _____

Klein, Thorpe + Jenkins

Ordered By: Carol

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) Ignacia Santana vs. Village of Maywood

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

130

Entered Date: _____ Emailed: _____

Advances: $ 5.50

20% Advance Charges: $ _____

Research Fee $ 35.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 40.50

Completed Date: 2.17.21

Completed By: SL

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

① page 2 ✓ SS

KLEIN THORPE AND JENKINS RUN SHEET

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

SCAN: NO **TO: CPINKSTON@ktjlaw.com** SL

REVIEWED BY: CP

TODAY'S DATE: 02/16/2021

DATE COMPLETED: 2/17/21

PARALEGAL'S INITIALS: SJ

CLIENT NO.: 1849-001 **REQUESTED BY: CFP** **RETURN TO: CAROL**

FEE REQUIRED: NO

CASE NO. # 2021 L 1272

COOK COUNTY CIRCUIT COURT - LAW DIVISION

INSTRUCTIONS:

Please obtain the following filing in the Circuit Court of Cook County case of Ignacia Santana v. Village of Maywood:

- **Please obtain for us a copy of the complaint, and anything else in the court file, if you can get it.**
- **RETURN PDF COPIES TO CAROL AND SARAH**

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

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-163

Statement # 216651
For Legal Services Rendered through February 28, 2021
Third Party Litigation

Professional Fees			Hours	Amount
2/3/2021	MAL	Communications with opposing counsel re confidentiality agreement Melrose Park/Migliore	0.60	114.00
2/9/2021	MAL	Attended status hearing re Melrose Park/Migliore matter; communications with Det. Diaz re status of investigation and confidentiality agreement; review and editing of confidentiality agreement; review and editing of draft order, including communications with opposing counsel and transmittal to court of order	2.00	380.00
2/10/2021	MAL	Receipt and review of order re Melrose Park/Migliore	0.20	38.00
2/15/2021	MTJ	Review February 5, 2020 FOIA Request from attorney Barkowski re fatal shooting of Arthur Walton by an unnamed off duty Melrose Park Police officer within Maywood and consideration of potential liability exposure and claims arising out of shooting that can be filed against Maywood Police Department personnel and Maywood Fire Department personnel	0.20	38.00
2/16/2021	MAL	Communications with staff re status of investigation re Migliore/Melrose Park matter	0.40	76.00
2/19/2021	MAL	Attend status hearing re Migliore/Melrose Park matter; prepare draft court order and communications with opposing counsel re draft court order re Migliore/Melrose Park matter; communications with Det. Diaz re status of Migliore investigation	1.20	228.00
2/25/2021	MAL	Communications to court re draft order re Melrose Park/Migliore litigation	0.20	38.00
2/26/2021	MAL	Receipt and review of order re Melrose Park/Migliore matter	0.20	38.00
			Total Fees:	950.00

Rate Summary

Michael T. Jurusik	0.20 hours at $ 190.00/hr	38.00
Mallory A. Milluzzi	4.80 hours at $ 190.00/hr	912.00
Total hours: 5.00	Total Fees:	950.00

Payments

3/9/2021	Payment	507.50
3/22/2021	Payment	345.50
	Total Payments:	853.00

Total Current Billing:	**950.00**
Previous Balance Before Payments:	1,689.00
Less Payment(s) Received:	- 853.00
Previous Balance Due:	836.00
Total Current Billing:	+ 950.00
Total Now Due:	**1,786.00**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-170

Statement # 216652
For Legal Services Rendered through February 28, 2021
Property Maintenance Enforcement Actions

Professional Fees			Hours	Amount
2/4/2021	MAM	Communications with Village staff re various fast track demolition issues/CCLBA issues	0.40	76.00
			Total Fees:	76.00

Rate Summary

Michael A. Marrs	0.40 hours at $ 190.00 /hr		76.00
Total hours:	0.40	Total Fees:	76.00

Payments

3/9/2021	Payment	323.00
3/22/2021	Payment	38.00
	Total Payments:	361.00

Total Current Billing: **76.00**

		Previous Balance Before Payments:	494.00
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 361.00
Change in Trust:	0.00	Previous Balance Due:	133.00
		Total Current Billing:	+ 76.00
Trust Balance:	0.00		
		Total Now Due:	**209.00**

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-465

Statement # 216659
For Legal Services Rendered through February 28, 2021
Opioid Litigation

Professional Fees			Hours	Amount
2/5/2021	MTJ	Communication from Edelson attorney re status of Opioids Litigation (McKinsey & Co. announced $573 million settlement with 47 states and the District of Columbia re Purdue Pharma (and other drug manufacturers) on the marketing of opioids and update file re same	0.30	57.00
2/10/2021	MTJ	Preparation and sending of transmittal email with copies of Notice of Deadlines for Filing of Proofs of Claim, Including 503(B)(9) Claims and Excluding Opioid Claims and copy of US Bankruptcy Court (District of Delaware) for Case No. 20-12522 (JTD) Debtor Mallinckrodt PLC and other related corporate entities and Proof of Claim re Debtor Mallinckrodt PLC and other related corporate entities to and communication with Edelson attorneys re filing Proof of Claim on behalf of Village if appropriate and status of Opioids Litigation matters	0.30	57.00
			Total Fees:	114.00

Rate Summary

Michael T. Jurusik	0.60 hours at $ 190.00/hr		114.00
Total hours:	0.60	Total Fees:	114.00

Total Current Billing:	**114.00**

Previous Balance Before Payments:	153.00
Less Payment(s) Received:	- 0.00
Previous Balance Due:	153.00
Total Current Billing:	+ 114.00
Total Now Due:	**267.00**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-504

Statement # 216664
For Legal Services Rendered through February 28, 2021
Demolition - 313 S. 3rd Avenue

Professional Fees			Hours	Amount
2/2/2021	CPF	Communication with Cook County Land Bank Authority attorney regarding Land Bank's interest in property and demolition status	0.30	57.00
			Total Fees:	57.00

Rate Summary

Carmen P. Forte, Jr.	0.30 hours at $ 190.00/hr		57.00
Total hours:	0.30	Total Fees:	57.00

Payments

3/22/2021	Payment	465.00
	Total Payments:	465.00

Total Current Billing:	**57.00**

		Previous Balance Before Payments:	952.50
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 465.00
Change in Trust:	0.00	Previous Balance Due:	487.50
		Total Current Billing:	+ 57.00
Trust Balance:	0.00		
		Total Now Due:	**544.50**

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-505

Statement # 216665
For Legal Services Rendered through February 28, 2021
Demolition - 401 N. 4th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of property and seek confirmation from Village of removal from demo list	0.20	38.00
			Total Fees:	38.00

Rate Summary

Michael A. Marrs	0.20 hours at $ 190.00/hr		38.00
Total hours:	0.20	Total Fees:	38.00

Total Current Billing:	**38.00**
Previous Balance Before Payments:	385.00
Less Payment(s) Received:	- 0.00
Previous Balance Due:	385.00
Total Current Billing:	+ 38.00
Total Now Due:	**423.00**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-506

Statement # 216666
For Legal Services Rendered through February 28, 2021
Demolition - 801 N. 5th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of property and seek confirmation from Village of removal from demo list	0.20	38.00
			Total Fees:	38.00

Rate Summary

Michael A. Marrs	0.20 hours at $ 190.00 /hr		38.00
Total hours:	0.20	Total Fees:	38.00

Payments

12/3/2020	Payment	393.80
12/3/2020	Payment	76.00
12/3/2020	Payment	302.20
3/9/2021	Payment	57.00
	Total Payments:	829.00

Total Current Billing:	**38.00**

Previous Balance Before Payments:	829.00
Less Payment(s) Received:	- 829.00
Previous Balance Due:	0.00
Total Current Billing:	+ 38.00
Total Now Due:	**38.00**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-507

Statement # 216667
For Legal Services Rendered through February 28, 2021
Demolition - 1323 S. 5th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of service list and related issues; finalize same and notify Village to post property for demolition	0.30	57.00
2/4/2021	CP	Review file; review Service List for notice; to Remediate for 1323 S. 5th Avenue	0.20	18.00
2/9/2021	SJ	Prepare transmission of Notice to Remediate to Service List for 1323 S. 5th AVENUE, MAYWOOD	0.60	54.00
2/12/2021	MAM	Receipt of photo of posted notice and other communications from Village re proceeding with demolition; authorize recording, publication and mailing of notices	0.20	38.00
2/15/2021	CP	Receipt of Proof of Posting; finalize Notice to Remediate for Mailings for 1323 S. 5th Avenue // PIN 15-14-128-004-0000 // 20024716NC; preparation of Fast Track Demo Checklist	0.30	27.00
2/16/2021	SJ	Prepare transmission of notice to remediate for 1323 S 5th Avenue	0.40	36.00
2/16/2021	SJ	Prepare and complete the notice to remediate (1323 S 5th Ave) service tracking sheet	0.30	27.00
2/17/2021	CP	Review Publication Notice for 1323 S. 5th Avenue // PIN 15-14-128-004-0000 // 20024716NC	0.20	18.00
2/17/2021	SJ	(1323 S 5th Ave) Correspond with the Sun Times and Village Free Press to get Publication Notice published	0.10	9.00
2/17/2021	SJ	(1323 S 5th Ave) Prepare Notice to Remediate and recording cover sheet. Update KTJ recorded documents database with the same	0.20	18.00
2/18/2021	MAM	Consider fast track demolition legal issues in light of commercial nature of building	0.30	57.00
2/18/2021	SJ	(1323 S 5th Ave) Revise notice to remediate and	0.10	9.00

		coversheet; save publication notice to iManage; update service tracking sheet with same		
2/18/2021	SJ	(1323 S 5th Ave) Prepare Notice to Remediate for recording; preparation of delayed billing form and document description form for recording in CCRD; Update KTJ recorded documents database with same	0.10	9.00
2/22/2021	MAM	Review Village Free Press proof for publication	0.10	19.00
2/22/2021	SJ	(1323 S 5th Ave) Process SunTimes publication certification. Update checklist with same.	0.10	9.00
2/24/2021	SJ	(1323 S 5th Ave) Receipt and review of recorded Notice to Remediate, update KTJ recorded database with same	0.10	9.00
2/25/2021	SJ	Update service tracker for 1323 S 5th Ave with green certified mailing receipt cards	0.10	9.00
2/26/2021	MAM	Multiple communications with Wintrust Bank re case; review minutes of demolition re banks and further research associated with same; receipt of communication from CT Corporation re notice on American Business Credit, Inc	0.80	152.00
			Total Fees:	575.00

Rate Summary

Michael A. Marrs	1.70 hours at $ 190.00/hr		323.00
Carol Pinkston	0.70 hours at $ 90.00/hr		63.00
Sarah Jeong	2.10 hours at $ 90.00/hr		189.00
Total hours:	4.50	Total Fees:	575.00

Detailed Disbursements

	Photocopies	80.20
2/16/2021	Certified Mail Notice to Remediate - 1323 S. 5th Ave.	107.40 (1)
2/22/2021	Recording Service Fee Notice to Remediate	50.00 (2)
	Total Disbursements:	237.60

Total Current Billing:	**812.60**

Previous Balance Before Payments:	340.96
Less Payment(s) Received:	- 0.00
Previous Balance Due:	340.96
Total Current Billing:	+ 812.60
Total Now Due:	**1,153.56**

Previous Trust Balance:	0.00
Change In Trust:	0.00
Trust Balance:	0.00

Michael T. Jurusik

DISBURSEMENT

CLIENT # 1849 NAME Village of Maywood

MATTER # 507 NAME

TYPE 118 TYPE DESCRIPTION certified mail

AMOUNT $7.16 x 15 = $107.40 CREDIT LAWYER # 57 - MAM LWR/SEC INTIALS MAM/cp

DATE 02/16/21 REFERENCE

DETAILS Notice to Remediate — 1323 S. 5th Ave

PAY TO RECEIVED BY Sarah Feary

REMARKS AUTHORIZED BY

PC
2/19
OK

① page 1

CERTIFIED MAIL

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 2017

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Maywood-Proviso State Bank, Trustee
n/k/a Proviso Community Bank
1111 Madison Street
Maywood, IL 60153

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 1997

① Page 3

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

BYRON WALKER
(Tax Assessee)
1323 S 5TH AV
MAYWOOD, IL 60153-2126

CERTIFIED MAIL

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 2000

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Teann Walker
(co-mortgagee)
1323 S. 5th Avenue
Maywood, IL 60153

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 1980

(1) page 4

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

Byron Walker
1936 S. 5th Avenue
Maywood, IL 60153

CERTIFIED MAIL®

T J

EIN, THORPE & JENKINS, LTD

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 1973

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

Byron Walker
401 Assembly Drive
Bolingbrook, IL 60440

(1) page 5

EIN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 1966

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Byron Walker
2772 E 75th Street, Unit 4JS
Chicago, IL 60649

CERTIFIED MAIL®

EIN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3021

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Non-Record Claimants
1323 S. 5th Avenue
Maywood, IL 60153

TJ

EIN, THORPE & JENKINS, LTD

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3014

D pg 6

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

All Unknown Owners and Occupants
1323 S. 5th Avenue
Maywood, IL 60153

CERTIFIED MAIL®

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 2055

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Land Bank Authority
69 W. Washington Street, #2938
Chicago, IL 60602

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 2031

0197

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

The Bank of New York Mellon, as Indenture Trustee on
Behalf of the Noteholders and the Note Insurer of
ABFS Mortgage Loan Trust 2001-3
240 Greenwich Street
New York, NY 10286

CERTIFIED MAIL®



7019 2280 0000 0580 2024

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

American Business Credit Inc. [revoked]
c/o CT Corporation System, Registered Agent
208 S. LaSalle Street, Ste 814
Chicago, IL 60604

EIN, THORPE & JENKINS, LTD

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 2062

Pg 8

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, IL 60603

CERTIFIED MAIL®



7019 2280 0000 0580 2079

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Clerk's Office
Real Estate and Tax Services
Department
118 N. Clark Street, Room 434
Chicago, IL 60602

T J

:IN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3007

(1 pg 9

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

All persons in possession of the Land
1323 S. 5th Avenue
Maywood, IL 60153

CERTIFIED MAIL



7019 2280 0000 0580 2048

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

Cook County Clerk's Office
69 W. Washington Street, #500
Chicago, IL 60602

@page1 227367

AM Legal Services, Inc.

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

Date of Order: 2/22/21 Rush: PL 1/25 am

Case# _____

Client Ref: 1849-507

Client Email: _____

Klein

Ordered By: Carol

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) 1323 S. 8th Ave Maywood

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Pin # 15-14-128-004-0000

Doc # 2116548 Toll

Recording 129

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ ____

Research Fee $ 30.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 30.00

Completed Date: 2/22/21

Completed By: ae

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

(2) page 2

KLEIN THORPE AND JENKINS RUN SHEET

CONTACT: CAROL 312 984 6454 OR 312 984 6400

SCAN: NO TO: cpinkston@ktjlaw.com

REVIEWED BY: CP

TODAY'S DATE 02/19/2021

DATE COMPLETED: 2/23/21

PARALEGAL'S INITIALS: SJ

CLIENT NO.: 1849-507 REQUESTED BY: MAM RETURN TO: CAROL

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

PLEASE RECORD WITH THE COOK COUNTY RECORDER OF DEEDS

DOCUMENT TYPE	ADDRESS/PIN
Notice to Remediate Doc# 2105570111	1323 S 5th Ave Maywood, IL 60153 15-14-128-004-0000

INSTRUCTIONS:

- PLEASE RECORD WITH CCRD. YOU HAVE ONE (1) ORIGINAL AND ~~ONE (1)~~ 2 COPY.
- BRING BACK TO CAROL.

Please call me if you have any questions

Thank you

Carol

✓ pmc 2/23/21

420502_1

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-508

Statement # 216668
For Legal Services Rendered through February 28, 2021
Demolition - 417 N. 7th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of property and seek confirmation from Village of removal from demo list	0.20	38.00
			Total Fees:	38.00

Rate Summary

Michael A. Marrs	0.20 hours at $ 190.00/hr		38.00
Total hours:	0.20	Total Fees:	38.00

Payments

12/3/2020	Payment	389.00
12/3/2020	Payment	302.60
12/3/2020	Payment	76.00
	Total Payments:	767.60

Total Current Billing: **38.00**

Previous Trust Balance:	0.00	Previous Balance Before Payments:	767.60
Change in Trust:	0.00	Less Payment(s) Received:	- 767.60
Trust Balance:	0.00	Previous Balance Due:	0.00
		Total Current Billing:	+ 38.00
		Total Now Due:	**38.00**

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-511

Statement # 216669
For Legal Services Rendered through February 28, 2021
Demolition - 305 S. 11th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of service list and related issues; finalize same and notify Village to post property for demolition	0.30	57.00
2/4/2021	CP	Review file; review Service List for notice; to Remediate for 305 S. 11th Avenue	0.20	18.00
2/10/2021	SJ	Prepare transmission of notice to remediate for 305 S 11th Avenue	0.50	45.00
2/12/2021	MAM	Receipt of photo of posted notice and other communications from Village re proceeding with demolition; authorize recording, publication and mailing of notices	0.20	38.00
2/15/2021	CP	Receipt of Proof of Posting; finalize Notice to Remediate for Mailings for 305 S. 11th Avenue // PIN 15-10-408-002-0000 // 20024720NC; preparation of Fast Track Demo Checklist	0.30	27.00
2/15/2021	SJ	Prepare transmission of notice to remediate to service list for 305 S 11th Ave	0.50	45.00
2/16/2021	SJ	Prepare and complete the notice to remediate (305 S 11th Ave) service tracking sheet	0.30	27.00
2/17/2021	CP	Review Publication Notice for 305 S. 11th Avenue // PIN 15-10-408-002-0000 // 20024720NC	0.20	18.00
2/17/2021	SJ	(305 S 11th Ave) Correspond with the Sun Times and Village Free Press to get Publication Notice published	0.10	9.00
2/17/2021	SJ	(305 S 11th Ave) Prepare Notice to Remediate and recording cover sheet. Update KTJ recorded documents database with the same	0.20	18.00
2/18/2021	MAM	Execute notice to remediate for recording	0.10	19.00
2/18/2021	SJ	(305 S 11th Ave) Revise notice to remediate and coversheet; save publication notice to iManage; update	0.10	9.00

		service tracking sheet with same		
2/18/2021	SJ	(305 S 11th Ave) Prepare Notice to Remediate for recording; preparation of delayed billing form and document description form for recording in CCRD; Update KTJ recorded documents database with same	0.10	9.00
2/22/2021	MAM	Review Village Free Press proof for publication	0.10	19.00
2/22/2021	SJ	(305 S 11th Ave) Process SunTimes publication certification. Update checklist with same.	0.10	9.00
2/24/2021	SJ	(305 S 11th Ave) Receipt and review of recorded Notice to Remediate, update KTJ recorded database with same	0.10	9.00
2/25/2021	SJ	Update service tracker for 305 S 11th Ave with green certified mailing receipt cards	0.10	9.00
			Total Fees:	385.00

Rate Summary

Michael A. Marrs	0.70 hours at $ 190.00 /hr		133.00
Carol Pinkston	0.70 hours at $ 90.00 /hr		63.00
Sarah Jeong	2.10 hours at $ 90.00 /hr		189.00
Total hours:	3.50	Total Fees:	385.00

Detailed Disbursements

	Photocopies	49.20
2/15/2021	Certified Mail Notice to Remediate - 305 S. 11th Ave.	78.76 (1)
2/22/2021	Recording Service Fee Notice to Remediate	50.00 (2)
	Total Disbursements:	177.96

Total Current Billing: 562.96

		Previous Balance Before Payments:	370.68
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 0.00
Change in Trust:	0.00	Previous Balance Due:	370.68
		Total Current Billing:	+ 562.96
Trust Balance:	0.00		
		Total Now Due:	**933.64**

Michael T. Jurusik

DISBURSEMENT

CLIENT # 1849 NAME Village of Maywood

MATTER # 511 NAME

TYPE 118 TYPE DESCRIPTION certified mail

AMOUNT $7.16 x 11 : $78.76 CREDIT LAWYER # 57-MAM LWR/SEC INTIALS MAM/cp

DATE 02/15/21 REFERENCE (1–5)

DETAILS (1–27) Notice to Remediate – 305 S 11th Ave

PAY TO RECEIVED BY Sarah Leary

REMARKS AUTHORIZED BY

PL 2/19

OB

(1) page 1

CERTIFIED MAIL



7019 2280 0000 0580 3038

NEOPOST FIRST-CLASS MAIL
02/15/2021 US POSTAGE $007.16[0]



ZIP 60606
041L11260696

KTJ
KLEIN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Mary Patterson (aka Mary Etta Patterson)
305 S 11th Avenue
Maywood, IL 60153

309

Page 2

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3083

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16[0]

ZIP 60606
041L11260696

Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, IL 60603

310

CERTIFIED MAIL

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3076

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16[0]

ZIP 60606
041L11260696

Cook County Land Bank Authority
69 W. Washington Street, #2938
Chicago, IL 60602

1 page 3

T J
:IN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



Opg 4

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

All persons in possession of the Land
305 S 11th Avenue
Maywood, IL 60153

CERTIFIED MAIL

T J
EIN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

Cook County Clerk's Office
Real Estate and Tax Services Department
118 N. Clark Street, Room 434
Chicago, IL 60602

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3052

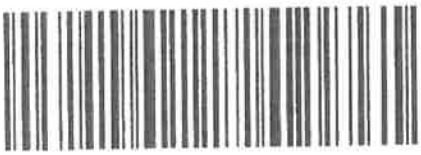
(1) pg 5

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

ANGRUM 12190
(Tax Assessee)
305 S 11TH AV
MAYWOOD, IL 60153-1546

CERTIFIED MAIL®



7019 2280 0000 0580 3069

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

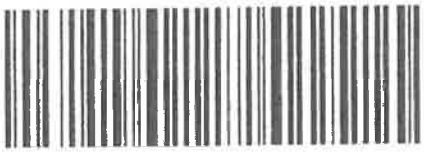
ZIP 60606
041L11260696

Cook County Clerk's Office
69 W. Washington Street, #500
Chicago, IL 60602

T J

:IN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3120

0196

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

Non-Record Claimants
305 S 11th Avenue
Maywood, IL 60153

CERTIFIED MAIL

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3113

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

All Unknown Owners and Occupants
305 S 11th Avenue
Maywood, IL 60153

D pg 7

TJ

EIN, THORPE & JENKINS, LTD

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3601

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

BankUnited, N.A.
14817 Oake Lane
Miami Lakes, FL

CERTIFIED MAIL®

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3045

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Bank of America, N.A.
100 North Tryon Street, Ste 170
Charlotte, NC 28202

(2 page) 227370

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

Date of Order: 2/22/21 Rush: _____ PL $25

Case# _____

Client Ref: 1849-5.11

Client Email: _____

Ordered By: Carol

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) 305 S. 11th Ave

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Doc# 2105457015

PIN# 15-16-408-002-0000

Records 129

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ _____

Research Fee $ 50.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 50.00

Completed Date: 2/22/21

Completed By: Cel

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

(2) pages √ SS

KLEIN THORPE AND JENKINS RUN SHEET

CONTACT: CAROL 312 984 6454 OR 312 984 6400

SCAN: NO TO: cpinkston@ktjlaw.com

REVIEWED BY: CP

TODAY'S DATE 02/19/2021

DATE COMPLETED: 2/23/21

PARALEGAL'S INITIALS: SS

CLIENT NO.: 1849-511 REQUESTED BY: MAM RETURN TO: CAROL

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

PLEASE RECORD WITH THE COOK COUNTY RECORDER OF DEEDS

DOCUMENT TYPE	ADDRESS/PIN
Notice to Remediate pocH 21054570 15	305 S 11th Ave Maywood, IL 60153 15-10-408-002-0000

INSTRUCTIONS:

- PLEASE RECORD WITH CCRD. YOU HAVE ONE (1) ORIGINAL AND ~~ONE (1)~~ 2 COPY.
- BRING BACK TO CAROL.

√ pne 2/23/21

Please call me if you have any questions

Thank you

Carol

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-512

Statement # 216670
For Legal Services Rendered through February 28, 2021
Demolition - 430 S. 16th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of service list and related issues; finalize same and notify Village to post property for demolition	0.30	57.00
2/4/2021	CP	Review file; review Service List for notice to Remediate for 430 S. 16th Avenue	0.20	18.00
2/12/2021	MAM	Receipt of photo and other communications from Village re proceeding with demolition; research re probate issue for service	0.40	76.00
2/15/2021	CPF	Review of probate issue regarding ownership of property	0.40	76.00
2/15/2021	CP	Receipt of Proof of Posting; preparation of Fast Track Demo Checklist	0.30	27.00
2/17/2021	CP	Preparation of document description form to obtain the Estate's Asset List to determine if property is listed for 430 S. 16th Avenue // PIN 15-10-410-016-0000 // 20024721NC	0.20	18.00
2/18/2021	MAM	Execute notice to remediate for recording	0.10	19.00
2/22/2021	SJ	Preparation of Notice to Remediate; Create service tracker and prepare transmission of notice to remediate to service list; Communicate with the Sun-Times and Village Free Press regarding publication of Public notice 430 S 16th Avenue	1.20	108.00
2/23/2021	SJ	Prepare Notice to Remediate for 430 S 16th Ave to be recorded w CCRD. Update KTJ recorded documents database with same.	0.20	18.00
2/24/2021	SJ	Prepare for recording Notice to Remediate for 430 S 16th Ave; preparation of delayed billing form and document description form for recording in CCRD; entry of property and document information into KTJ recorded documents database	0.30	27.00
2/25/2021	SJ	Receipt of recorded Notice to Remediate for 430 S 16th	0.20	18.00

Ave. Update KTJ recorded documents database with same. Update fast track demo checklist with same.

Total Fees: 462.00

Rate Summary

Michael A. Marrs	0.80 hours at $ 190.00/hr	152.00
Carmen P. Forte, Jr.	0.40 hours at $ 190.00/hr	76.00
Carol Pinkston	0.70 hours at $ 90.00/hr	63.00
Sarah Jeong	1.90 hours at $ 90.00/hr	171.00
Total hours: 3.80	Total Fees:	462.00

Detailed Disbursements

	Photocopies	42.80
2/17/2021	Research Service Fee Obtain Asset List of the Estate	35.00 (1)
2/22/2021	Certified Mail 430 S. 16th Ave. Notice to Remediate	78.76 (2)
2/25/2021	Recording Service Fee Notice to Remediate	50.00 (3)

Total Disbursements: 206.56

Total Current Billing: 668.56

Previous Trust Balance:	0.00	Previous Balance Before Payments:	347.36
Change in Trust:	0.00	Less Payment(s) Received:	- 0.00
Trust Balance:	0.00	Previous Balance Due:	347.36
		Total Current Billing:	+ 668.56
		Total Now Due:	**1,015.92**

Michael T. Jurusik

① page 1

PL 225

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

Date of Order: 2/17/24 227337 Rush: _____

Case# 14P 1970

Client Ref: 1849-512

Client Email: _____

Klein, Thorpe + Jenkins

Ordered By: Carol

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) Emma Robinson

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Looking for address

16th Ave Maywood

130

nothing in file

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ _____

Research Fee $ 35.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 35.00

Completed Date: 2/17

Completed By: LH/Ca

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

(1) page 2

KLEIN THORPE AND JENKINS RUN SHEET

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

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

REVIEWED BY: CP **TODAY'S DATE: 2/17/2021**

DATE COMPLETED: _____
PARALEGAL'S INITIALS: _____

CLIENT NO.: 1849-512 **REQUESTED BY: MAM/CPF** **RETURN TO: CAROL**

FEE REQUIRED: NO

CASE NO. #14 P 001970

COOK COUNTY CIRCUIT COURT – DALEY CENTER

INSTRUCTIONS:

- **PLEASE OBTAIN THE ASSET LIST OF THE ESTATE AND/OR REVIEW FILE TO SEE IF 430 S. 16TH AVENUE, MAYWOOD, IL IS MENTIONED ANYWHERE**
  - I'VE ATTACHED THE DOCKET.
- **RETURN TO CAROL**

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

Emailed to Lisa
2/17

DISBURSEMENT

CLIENT # 1849 NAME Village of Maywood

MATTER # 512 NAME

TYPE 118 TYPE DESCRIPTION Certified mail

AMOUNT ~~$7.16~~ x 11 = $78.76 CREDIT LAWYER # 79-CPF LWR/SEC INTIALS CPF/cp

DATE 02/22/2021 REFERENCE

DETAILS 430 S 16th Ave Notice to Remediate

PAY TO RECEIVED BY Sarah Jeanz

REMARKS AUTHORIZED BY

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 3320

(2) pg 2

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰



ZIP 60606
041L11260696

Cook County Clerk's Office
Real Estate and Tax Services Department
118 N. Clark Street, Room 434
Chicago, IL 60602

(2) pg 3

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7020 0090 0000 1746 3375

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Unknown Heirs and Legatees of the Estate
of Percy Robinson
430 S. 16th Avenue
Maywood, IL 60153

CERTIFIED MAIL®

TJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7020 0090 0000 1746 3368

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Clerk's Office
69 W. Washington Street, #500
Chicago, IL 60602

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 3382

(2 pg 4

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Unknown Heirs and Legatees of
the Estate of Emma Robinson
430 S 16th Avenue
Maywood, IL 60153

CERTIFIED MAIL®

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



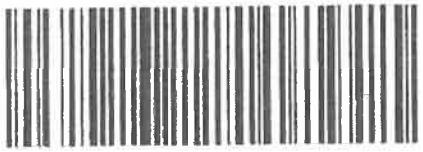
7020 0090 0000 1746 3399

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Chicago Title Land Trust Company, as Successor Trustee to American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated May 20, 1987 and known as Trust Number 10258309
10 S. LaSalle Street
Suite 2750
Chicago, IL 60603

CERTIFIED MAIL



7020 0090 0000 1746 3351

(2) pgs

NEOPOST FIRST CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

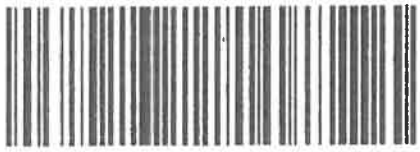
T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Cook County Land Bank Authority
69 W. Washington Street, #2938
Chicago, IL 60602

CERTIFIED MAIL



7020 0090 0000 1746 3344

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

EIN, THORPE & JENKINS, LTD.

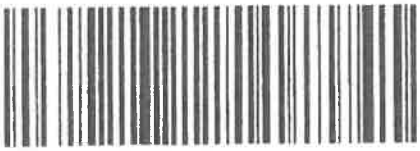
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

American National Bank and Trust Company
c/o Chicago Title Land Trust Company, as Successor Trustee to
American National Bank and Trust Company of Chicago as Trustee
under Trust Agreement dated May 20, 1987 and known as Trust
Number 10258309
10 S. LaSalle Street
Suite 2750
Chicago, IL 60603

T J

IN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 3337

(2) pg 6

NEOPOST FIRST-CLASS MAIL
02/22/2021 US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, IL 60603

CERTIFIED MAIL®

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 3313

NEOPOST FIRST-CLASS MAIL
02/22/2021 US POSTAGE $007.16⁰

ZIP 60606
041L11260696

All persons in possession of the Land
430 S. 16th Avenue
Maywood, IL 60153

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 3290

(2) pg 7

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

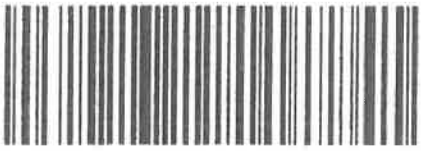
Non-Record Claimants
430 S. 16th Avenue
Maywood, IL 60153

CERTIFIED MAIL®

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 3306

NEOPOST FIRST-CLASS MAIL
02/22/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

All Unknown Owners and Occupants
430 S. 16th Avenue
Maywood, IL 60153

(3) page 1 227639 PL 3b

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

Date of Order: 2/25/21 Rush: _____

Case# _____

Client Ref: 1849-512

Client Email: _____

K. Klein

Ordered By: Sarah

Phone: 3129846459 Fax: _____

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

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

Keyword (Office Use Only) 430 S. 16th Ave

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Pin# 16-10-410-016-0000

Doc# 2105622016

e Recording 129

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ _____

Research Fee $ 50.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 50.00

Completed Date: 2/25/21

Completed By: Cee

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

(3) page 2

KLEIN THORPE AND JENKINS RUN SHEET

CONTACT: SARAH **312 984 6459** **OR 312 984 6400**

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

REVIEWED BY: SJ

TODAY'S DATE 02/24/2021

DATE COMPLETED: _____

PARALEGAL'S INITIALS: _____

CLIENT NO.: 1849-512 **REQUESTED BY: CLIENT** **RETURN TO: SARAH**

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

PLEASE RECORD WITH THE COOK COUNTY RECORDER OF DEEDS

DOCUMENT TYPE	ADDRESS/PIN
Notice to Remediate Doc# 2105622016	430 S 16th Ave 15-10-410-016-0000

INSTRUCTIONS:

- **PLEASE RECORD WITH CCRD. YOU HAVE ONE (1) ORIGINAL AND SEVEN (7) COPIES.**
- **BRING BACK TO SARAH OR CAROL.**

✓ paid
2/25/21

Please call me if you have any questions

Thank you

Sarah J.

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-513

Statement # 216671
For Legal Services Rendered through February 28, 2021
Demolition - 422 S. 16th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of service list and related issues; finalize same and notify Village to post property for demolition	0.30	57.00
2/4/2021	CP	Review file; review Service List for notice; to Remediate for 422 S. 16th Ave	0.20	18.00
2/12/2021	MAM	Receipt of photo of posted notice and other communications from Village re proceeding with demolition; authorize recording, publication and mailing of notices	0.20	38.00
2/15/2021	CP	Receipt of Proof of Posting; finalize Notice to Remediate for Mailings for 422 S. 16th Avenue // PIN 15-15-410-014-0000 // 20029174NC; preparation of Fast Track Demo Checklist	0.40	36.00
2/16/2021	SJ	Prepare transmission of notice to remediate for 422 S 16th Avenue	1.10	99.00
2/16/2021	SJ	Prepare and complete the notice to remediate (422 S 16th Ave) service tracking sheet	0.30	27.00
2/17/2021	CP	Review and revise Publication Notice for 422 S. 16th Avenue // PIN 15-15-410-014-0000 // 20029174NC	0.20	18.00
2/17/2021	SJ	(422 S 16th Ave) Correspond with the SunTimes and Village Free Press to get Publication Notice published	0.10	9.00
2/17/2021	SJ	(422 S 16th Ave) Prepare Notice to Remediate and recording cover sheet. Update KTJ recorded documents database with the same	0.20	18.00
2/18/2021	MAM	Execute notice to remediate for recording	0.10	19.00
2/18/2021	SJ	(422 S 16th Ave) Revise notice to remediate and coversheet; save publication notice to iManage; update service tracking sheet with same	0.10	9.00
2/18/2021	SJ	(422 S 16th Ave) Prepare Notice to Remediate for	0.10	9.00

		recording; preparation of delayed billing form and document description form for recording in CCRD; Update KTJ recorded documents database with same.		
2/22/2021	MAM	Review Village Free Press proof for publication; request correction to same	0.20	38.00
2/22/2021	SJ	(422 S 16th Ave) Process SunTimes publication certification. Update checklist with same	0.10	9.00
2/24/2021	SJ	(422 S 16th Ave) Receipt and review of recorded Notice to Remediate, update KTJ recorded database with same	0.10	9.00
2/25/2021	SJ	Update service tracker for 422 S 16th Ave with green certified mailing receipt cards	0.10	9.00
			Total Fees:	422.00

Rate Summary

Michael A. Marrs	0.80 hours at $ 190.00/hr		152.00
Carol Pinkston	0.80 hours at $ 90.00/hr		72.00
Sarah Jeong	2.20 hours at $ 90.00/hr		198.00
Total hours:	3.80	Total Fees:	422.00

Detailed Disbursements

	Photocopies	31.40
2/16/2021	Certified Mail Notice to Remediate - 422 S. 16th Ave.	85.92 (1)
2/22/2021	Recording Service Fee Notice to Remediate	50.00 (2)
	Total Disbursements:	167.32
	Total Current Billing:	**589.32**

		Previous Balance Before Payments:	187.96
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 0.00
Change in Trust:	0.00	Previous Balance Due:	187.96
		Total Current Billing:	+ 589.32
Trust Balance:	0.00		
		Total Now Due:	**777.28**

Michael T. Jurusik

DISBURSEMENT

CLIENT # 1849 NAME Village of Maywood

MATTER # 513 NAME

TYPE 118 TYPE DESCRIPTION Certified Mail

AMOUNT $7.16 x 12 : $85.92 CREDIT LAWYER # 57-MAM LWR/SEC INTIALS MAM/cp

DATE 02/16/21 REFERENCE 1 5

DETAILS Notice to Remediate – 422 S. 16th Ave 27

PAY TO RECEIVED BY Sarah Geary

REMARKS AUTHORIZED BY

PL 2/19

ab

(1) page

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 2965

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, IL 60603

333

CERTIFIED MAIL®

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 2958

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Land Bank Authority
69 W. Washington Street, #2938
Chicago, IL 60602

D page 2

CERTIFIED MAIL

7020 0090 0000 1746 3009

(1) pg 3

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Non-Record Claimants
422 S. 16th Avenue
Maywood, IL 60153

CERTIFIED MAIL

7020 0090 0000 1746 2996

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

All Unknown Owners and Occupants
422 S. 16th Avenue
Maywood, IL 60153

[redacted]



7020 0090 0000 1746 2972

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

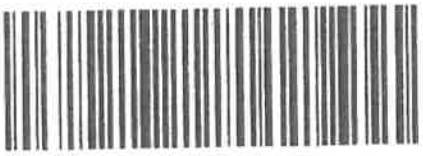
TJ

IN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Cook County Clerk's Office
Real Estate and Tax Services Department
118 N. Clark Street, Room 434
Chicago, IL 60602

CERTIFIED MAIL®



7020 0090 0000 1746 2989

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

TJ

N, THORPE & JENKINS, LTD.

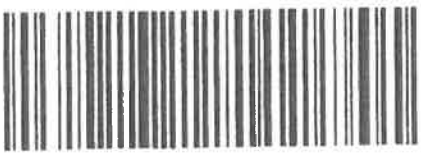
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

All persons in possession of the Land
422 S. 16th Avenue
Maywood, IL 60153

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7020 0090 0000 1746 2941

(1 pgs

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

Cook County Clerk's Office
69 W. Washington Street, #500
Chicago, IL 60602

CERTIFIED MAIL



7020 0090 0000 1746 2934

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

West Suburban Neighborhood Development Corp.
c/o Gregory Gaither, Registered Agent
2010 St. Charles Road, IL 60153

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7020 0090 0000 1746 2910

① 856

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Unknown Heirs and Legatees of the Estate
of Mildred E. Jackson
(co-mortgagor)
422 S. 16th Avenue
Maywood, IL 60153

CERTIFIED MAIL®

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7020 0090 0000 1746 2927

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

West Suburban Neighborhood Preservation
Agency
900 25th Avenue
Melrose Park, IL 60160

CERTIFIED MAIL



7020 0090 0000 1746 2897

(1 pg 7

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Unknown Heirs and Legatees of the Estate
of Walter L. Jackson, deceased
422 S. 16th Avenue
Maywood, IL 60153

CERTIFIED MAIL



7020 0090 0000 1746 2903

NEOPOST FIRST-CLASS MAIL
02/16/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Unknown Heirs and Legatees of the Estate
of Walter L. Jackson
(Tax Assessee)
422 S. 16th Avenue
Maywood, IL 60153

(2) page 1

227369 PL 7/28

AM Legal Services, Inc.

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

Date of Order: 2/22/21 Rush: _____

Case# _____

Client Ref: 1849-513

Client Email: _____

Klein

Ordered By: Carl

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) 422 S. 16th Ave Maywood

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Pin # 15-10-410-014-0000

Deed 2105457014

Recording

129

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ _____

Research Fee $ 50.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 50.00

Completed Date: 2/22/21

Completed By: _____

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

(2) page 2

√ SJ

KLEIN THORPE AND JENKINS RUN SHEET

CONTACT: CAROL 312 984 6454 OR 312 984 6400

SCAN: NO TO: cpinkston@ktjlaw.com

REVIEWED BY: CP TODAY'S DATE 02/19/2021

DATE COMPLETED: 2/23/21

PARALEGAL'S INITIALS: SJ

CLIENT NO.: 1849-513 REQUESTED BY: MAM, RETURN TO: CAROL

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

PLEASE RECORD WITH THE COOK COUNTY RECORDER OF DEEDS

DOCUMENT TYPE	ADDRESS/PIN
Notice to Remediate Doc# 2105457014	422 S 16th Ave Maywood, IL 60153 15-10-410-014-0000

INSTRUCTIONS:

- PLEASE RECORD WITH CCRD. YOU HAVE ONE (1) ORIGINAL AND ~~ONE (1)~~ 2 COPY.
- BRING BACK TO CAROL.

Please call me if you have any questions

Thank you

Carol

√ pone
2/23/21

420502_1

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-515

Statement # 216672
For Legal Services Rendered through February 28, 2021
Demolition - 227 S. 19th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of service list and related issues; finalize same and notify Village to post property for demolition	0.30	57.00
2/12/2021	MAM	Receipt of photo of posted notice and other communications from Village re proceeding with demolition; authorize recording, publication and mailing of notices	0.20	38.00
2/15/2021	CP	Receipt of Proof of Posting; finalize Notice to Remediate for Mailings for 227 S. 19th Avenue // PIN 15-10-306-013-0000 // 20024724NC; preparation of Fast Track Demo Checklist	0.30	27.00
2/15/2021	SJ	Prepare transmission of notice to remediate to service list for 227 S 19th Avenue	0.30	27.00
2/16/2021	SJ	Prepare and complete the notice to remediate (227 S 19th Ave) service tracking sheet	0.30	27.00
2/17/2021	CP	Review Publication Notice for Mailings for 227 S. 19th Avenue // PIN 15-10-306-013-0000 // 20024724NC	0.20	18.00
2/17/2021	SJ	(227 S 19th Ave) Correspond with the Sun Times and Village Free Press to get Publication Notice published	0.10	9.00
2/17/2021	SJ	(227 S 19th Ave) Prepare Notice to Remediate and recording cover sheet. Update KTJ recorded documents database with the same	0.20	18.00
2/18/2021	MAM	Execute notice to remediate for recording	0.10	19.00
2/18/2021	SJ	(227 S 19th Ave) Revise notice to remediate and coversheet; save publication notice to iManage; update service tracking sheet with same	0.10	9.00
2/18/2021	SJ	(227 S 19th Ave) Prepare Notice to Remediate for recording; preparation of delayed billing form and document description form for recording in CCRD; Update KTJ recorded documents database with same	0.10	9.00

2/22/2021	MAM	Review Village Free Press proof for publication	0.10	19.00
2/22/2021	SJ	(227 S 19th Ave) Process SunTimes publication certification. Update checklist with same.	0.10	9.00
2/24/2021	SJ	(227 S 19th Ave) Receipt and review of recorded Notice to Remediate, update KTJ recorded database with same	0.10	9.00
2/25/2021	SJ	Update service tracker for 227 S 19th Ave with green certified mailing receipt cards	0.10	9.00
			Total Fees:	304.00

Rate Summary

Michael A. Marrs	0.70 hours at $ 190.00 /hr		133.00
Carol Pinkston	0.50 hours at $ 90.00 /hr		45.00
Sarah Jeong	1.40 hours at $ 90.00 /hr		126.00
Total hours:	2.60	Total Fees:	304.00

Detailed Disbursements

	Photocopies	29.20
2/15/2021	Certified Mail Notice to Remediate - 227 S. 19th Ave.	78.76 (1)
2/22/2021	Recording Service Fee Notice to Remediate	50.00 (2)
	Total Disbursements:	157.96

Total Current Billing: **461.96**

		Previous Balance Before Payments:	207.00
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 0.00
Change in Trust:	0.00	Previous Balance Due:	207.00
		Total Current Billing:	+ 461.96
Trust Balance:	0.00		
		Total Now Due:	**668.96**

Michael T. Jurusik

DISBURSEMENT

CLIENT # 1849 NAME Village of Maywood

MATTER # 515 NAME

TYPE 118 TYPE DESCRIPTION certified mail

AMOUNT $7.16 x 11 : $78.76 CREDIT LAWYER # 57 - MAM LWR/SEC INITIALS MAM/cp

DATE 02/15/21 REFERENCE Give

DETAILS Notice to Remediate – 227 S. 19th Ave

PAY TO RECEIVED BY Sarah Jeay

REMARKS AUTHORIZED BY

PC 2/19
OK

2 pages

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3434

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16[01]

ZIP 60606
041L11260696

Non-Record Claimants
227 S. 19th Avenue
Maywood, IL 60153

344

0 page 2

KTJ

KLEIN, THORPE & JENKINS, LTD

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3403

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

All persons in possession of the Land
227 S. 19th Avenue
Maywood, IL 60153

345

CERTIFIED MAIL®

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3366

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Land Bank Authority
69 W. Washington Street, #2938
Chicago, IL 60602

① page 3

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3359

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Clerk's Office
Real Estate and Tax Services Department
118 N. Clark Street, Room 434
Chicago, IL 60602

346

CERTIFIED MAIL®

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 3328

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Clerk's Office
69 W. Washington Street, #500
Chicago, IL 60602

D
pg 4

T J

IN, THORPE & JENKINS, LTD

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3335

1 pg 5

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Unknown Heirs and Legatees of the
Estate of Lillie M. Petties
227 S. 19th Avenue
Maywood, IL 60153

CERTIFIED MAIL®

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3342

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Unknown Heirs and Legatees of the
Estate of Richard R. Petties
227 S. 19th Avenue
Maywood, IL 60153

KTJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3304

1 pg 6

NEOPOST FIRST CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Unknown Heirs and Legatees of the
Estate of Lillie M. Petties
2010 Mitchell Road
Como, MS 38619

CERTIFIED MAIL

KTJ

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3298

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Unknown Heirs and Legatees of the
Estate of Richard R. Petties
2010 Mitchell Road
Como, MS 38619

TJ
EIN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 3410

(1) pg 7

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, IL 60603

TJ
EIN, THORPE & JENKINS, LTD.
20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

CERTIFIED MAIL®



7019 2280 0000 0580 3427

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

All Unknown Owners and Occupants
227 S. 19th Avenue
Maywood, IL 60153

(2) page 1 227366

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

Date of Order: 2/22/21 Rush: _____

Case# _____

Client Ref: 1849-515

Client Email: _____

Klein

Ordered By: Carol

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) 227 S. 19th Ave Maywood

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Pin # 15-10-306-013-0000

Doc # 2105457012

Recording 129

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ ____

Research Fee $ 50.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 50.00

Completed Date: 2/22/21

Completed By: Cee

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

@ page 2

KLEIN THORPE AND JENKINS RUN SHEET

CONTACT: CAROL 312 984 6454 OR 312 984 6400

SCAN: NO TO: cpinkston@ktjlaw.com

REVIEWED BY: CP

TODAY'S DATE 02/19/2021

DATE COMPLETED: 2/23/21

PARALEGAL'S INITIALS: SJ

CLIENT NO.: 1849-515 REQUESTED BY: MAM RETURN TO: CAROL

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

PLEASE RECORD WITH THE COOK COUNTY RECORDER OF DEEDS

DOCUMENT TYPE	ADDRESS/PIN
Notice to Remediate Doc# 2105470012	227 S 19th Ave Maywood, IL 60153 15-10-306-013-0000

INSTRUCTIONS:

- PLEASE RECORD WITH CCRD. YOU HAVE ONE (1) ORIGINAL AND ONE (1) COPY.
- BRING BACK TO CAROL.

V 2/23/21

Please call me if you have any questions

Thank you

Carol

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-516

Statement # 216673
For Legal Services Rendered through February 28, 2021
Demolition - 611 S. 20th Avenue

Professional Fees			Hours	Amount
2/2/2021	MAM	Review status of service list and related issues; finalize same and notify Village to post property for demolition	0.30	57.00
2/4/2021	CP	Review file; review Service List for notice; to Remediate to 611 S. 20th Avenue	0.20	18.00
2/5/2021	SJ	Prepare transmission of Notice to remediate 611 S 20th Ave	0.80	72.00
2/12/2021	MAM	Receipt of photo of posted notice and other communications from Village re proceeding with demolition; authorize recording, publication and mailing of notices	0.20	38.00
2/15/2021	CP	Receipt of Proof of Posting; finalize Notice to Remediate for Mailings for 611 S. 20th Avenue // PIN 15-10-321-008-0000 // 20024725NC; preparation of Fast Track Demo Checklist	0.30	27.00
2/15/2021	SJ	Prepare transmission of notice to remediate to service list for 611 S 20th Avenue	1.00	90.00
2/16/2021	SJ	Prepare and complete the notice to remediate (611 S 20th Ave) service tracking sheet	0.20	18.00
2/17/2021	CP	Review Publication Notice for Mailings for 611 S. 20th Avenue // PIN 15-10-321-008-0000 // 20024725NC	0.20	18.00
2/17/2021	SJ	(611 S 20th Ave) Correspond with the Sun Times and Village Free Press to get Publication Notice published	0.10	9.00
2/17/2021	SJ	(611 S 20th Ave) Prepare Notice to Remediate and recording cover sheet. Update KTJ recorded documents database with the same	0.20	18.00
2/18/2021	MAM	Execute notice to remediate for recording	0.10	19.00
2/18/2021	SJ	(611 S 20th Ave) Revise notice to remediate and coversheet; save publication notice to iManage; update	0.10	9.00

		service tracking sheet with same		
2/18/2021	SJ	(611 S 20th Ave) Prepare Notice to Remediate for recording; preparation of delayed billing form and document description form for recording in CCRD; Update KTJ recorded documents database with same	0.10	9.00
2/22/2021	MAM	Review Village Free Press proof for publication	0.10	19.00
2/22/2021	SJ	(611 S 20th Ave) Process SunTimes publication certification. Update checklist with same.	0.10	9.00
2/24/2021	SJ	(611 S 20th Ave) Receipt and review of recorded Notice to Remediate, update KTJ recorded database with same	0.10	9.00
2/25/2021	SJ	Update service tracker for 611 S 20th Avenue with green certified mailing receipt cards	0.10	9.00
			Total Fees:	448.00

Rate Summary

Michael A. Marrs	0.70 hours at $ 190.00/hr		133.00
Carol Pinkston	0.70 hours at $ 90.00/hr		63.00
Sarah Jeong	2.80 hours at $ 90.00/hr		252.00
Total hours:	4.20	Total Fees:	448.00

Detailed Disbursements

	Photocopies	41.00
2/15/2021	Certified Mail Notice to Remediate - 611 S. 20th Ave.	107.40 (1)
2/22/2021	Recording Service Fee Notice to Remediate	50.00 (2)
	Total Disbursements:	198.40
	Total Current Billing:	**646.40**

		Previous Balance Before Payments:	255.48
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 0.00
Change in Trust:	0.00	Previous Balance Due:	255.48
		Total Current Billing:	+ 646.40
Trust Balance:	0.00		
		Total Now Due:	**901.88**

Michael T. Jurusik

DISBURSEMENT

CLIENT # 1849 NAME Village of Maywood

MATTER # 516 NAME

TYPE 118 TYPE DESCRIPTION certified mail

AMOUNT ~~$~~7.16 x 15 : $107.40 CREDIT LAWYER # 57 (MAM) LWR/SEC INTIALS MAM/cp

DATE 02/15/21 REFERENCE (1–5)

DETAILS Notice to Remediate – 611 S 20th Ave (1–27)

PAY TO RECEIVED BY Sarah Geary

REMARKS AUTHORIZED BY

PC 2/19 dk

(1) page

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

7019 2280 0000 0580 1904

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Jeanette Pollard
611 S. 20th Avenue
Maywood, IL 60153

355

1 page 2

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 1836

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

LINDA MCKINNEY
(Tax Assessee)
2005 S 21ST AV
BROADVIEW, IL 60155-2917

356

CERTIFIED MAIL

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 1812

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Clerk's Office
69 W. Washington Street, #500
Chicago, IL 60602

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 1935

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

All persons in possession of the Land
611 S. 20th Avenue
Maywood, IL 60153

357

CERTIFIED MAIL®

KTJ

KLEIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903



7019 2280 0000 0580 1928

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

Cook County Clerk's Office
Real Estate and Tax Services Department
118 N. Clark Street, Room 434
Chicago, IL 60602

Page 4

CERTIFIED MAIL



7019 2280 0000 0580 1898

1 pg 5

NEOPOST FIRST CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰



ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Staci Collins
1597 Amaryllis Drive
Romeoville, IL 60446

CERTIFIED MAIL®



7019 2280 0000 0580 1881

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰



ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Wilburt Pollard, Jr.
611 S. 20th Avenue
Maywood, IL 60153



7019 2280 0000 0580 1850

(1 Pg 6

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Jennifer Long
611 S. 20th Avenue
Maywood, IL 60153



7019 2280 0000 0580 1843

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Unknown Heirs and Legatees of the Estate
of Linda McKinney
2005 S 21st Avenue
Broadview, IL 60155

CERTIFIED MAIL

7019 2280 0000 0580 1829

D pg 7

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

IN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Cook County Land BankAuthority
69 W. Washington Street, #2938
Chicago, IL 60602

CERTIFIED MAIL®

7019 2280 0000 0580 1911

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

T J

EIN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, IL 60603

CERTIFIED MAIL

7019 2280 0000 0580 1942

1 pg 8

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

TJ

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

All Unknown Owners and Occupants
611 S. 20th Avenue
Maywood, IL 60153

CERTIFIED MAIL

7019 2280 0000 0580 1959

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16⁰

ZIP 60606
041L11260696

TJ

IN, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Non-Record Claimants
611 S. 20th Avenue
Maywood, IL 60153

CERTIFIED MAIL



7019 2280 0000 0580 1867

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Wilburt Pollard, Jr.
1941 S 22nd Avenue
Broadview, IL 60155

CERTIFIED MAIL



7019 2280 0000 0580 1874

NEOPOST FIRST-CLASS MAIL
02/15/2021
US POSTAGE $007.16º

ZIP 60606
041L11260696

T J

N, THORPE & JENKINS, LTD.

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903

Wilburt Pollard, Jr.
2005 S 21st Avenue
Broadview, IL 60155

(2) page 1 227368

AM Legal Services, Inc.

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

Date of Order: 2/22/21 Rush: Plus

Case# _____

Client Ref: 1849-516

Client Email: _____

Klein

Ordered By: Carol

Phone: _____ Fax: _____

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

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

Keyword (Office Use Only) 611 S. Deter Ave Maywood

Last Name: _____ First Name: _____ Middle: _____

Company Name: _____

D.O.B: _____ SSN: _____ DLN: _____ State: _____

Address: _____ City: _____ State: _____

Copies of: ☐ Complaint ☐ Answer ☐ Amendment/Counter Claim ☐ Disposition

Doc# 2105457013

Pin # 15-10-321-008-0000

Recording 129

Entered Date: _____ Emailed: _____

Advances: $ _____

20% Advance Charges: $ ____

Research Fee $ 50.00

Scan Fee: $ _____

Shipping Fee: $ _____

Total Fee(s): $ 50.00

Completed Date: 2/22/21

Completed By: _____

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

(2) page 2

KLEIN THORPE AND JENKINS RUN SHEET

CONTACT: CAROL 312 984 6454 OR 312 984 6400

SJ

SCAN: NO

TO: cpinkston@ktjlaw.com

REVIEWED BY: CP

TODAY'S DATE 02/19/2021

DATE COMPLETED: 2/23/21

PARALEGAL'S INITIALS: SJ

CLIENT NO.: 1849-516 REQUESTED BY: MAM RETURN TO: CAROL

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

PLEASE RECORD WITH THE COOK COUNTY RECORDER OF DEEDS

DOCUMENT TYPE	ADDRESS/PIN
Notice to Remediate Doc# 2105457013	611 S 20th Ave Maywood, IL 60153 15-10-321-008-0000

INSTRUCTIONS:

- PLEASE RECORD WITH CCRD. YOU HAVE ONE (1) ORIGINAL AND ~~ONE (1)~~ 2 COPY.
- BRING BACK TO CAROL.

Please call me if you have any questions

Thank you

Carol

done
2/23/21

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-524

Statement # 216675
For Legal Services Rendered through February 28, 2021
Maywood v. Cristian Alexander - Property Damage Lawsuit for 2020 Police Squad

Professional Fees			Hours	Amount
2/8/2021	PJC	Review documents for possible personal injury claims for Ofc. Lukaszek and patient Care report for Christian Alexander; Review IPMG subrogation claim	0.60	93.00
			Total Fees:	93.00

Rate Summary

Patrick J. Collins	0.60 hours at $ 155.00/hr			93.00
	Total hours:	0.60	Total Fees:	93.00

Detailed Disbursements

	Photocopies	9.80
	Total Disbursements:	9.80

Payments

3/22/2021	Payment	95.00
	Total Payments:	95.00

Total Current Billing:	**102.80**

		Previous Balance Before Payments:	1,466.50
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 95.00
Change in Trust:	0.00	Previous Balance Due:	1,371.50
		Total Current Billing:	+ 102.80
Trust Balance:	0.00		
		Total Now Due:	**1,474.30**

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-527

Statement # 216676
For Legal Services Rendered through February 28, 2021
Maywood v. John Baker - Property Damage Lawsuit for 2020 Police Squad

Professional Fees			Hours	Amount
2/18/2021	MTJ	Review February 16 Special Village Board Meeting Notes and Chief Talley Memo to Village Board re MPD Proposal #03 (Property Damage To Squad and Direction to KTJ to file lawsuit to recover vs. Driver John W. Baker), DC Willis 2.9.21 Memo, Repair Estimates, Replacement Car Pricing, Traffic Crash Report and Photos and consideration of legal strategies for recovery of judgment against John Baker and update file re same	0.50	95.00
2/22/2021	PJC	Initial file review; Communications with Village staff requesting supporting documentation and reports; Review legal strategy	1.50	232.50
2/23/2021	PJC	Receipt and review of Village documents and reports in police department's control	0.70	108.50
2/24/2021	PJC	Communications with H. Robertson and T. Yancy regarding reports, videos, and documents regarding traffic accident	0.30	46.50
			Total Fees:	482.50

Rate Summary

Michael T. Jurusik	0.50 hours at $ 190.00 /hr		95.00
Patrick J. Collins	2.50 hours at $ 155.00 /hr		387.50
Total hours:	3.00	Total Fees:	482.50

Detailed Disbursements

Photocopies	2.60
Total Disbursements:	2.60

Total Current Billing:	**485.10**

Previous Balance Before Payments:	0.00
Less Payment(s) Received:	- 0.00
Previous Balance Due:	0.00
Total Current Billing:	+ 485.10
Total Now Due:	**485.10**

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

Michael T. Jurusik

Klein, Thorpe and Jenkins, Ltd.

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

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

Statement Date: March 26, 2021

Matter ID
1849-528

Statement # 216677
For Legal Services Rendered through February 28, 2021
Litigation Claims/TPA Matters

Professional Fees			Hours	Amount
2/10/2021	MTJ	Receipt and review of Arrest / Search Warrant issued January 20, 2021 for Anthony Tillis (first degree murder), Felony Minute Sheet and Criminal Background Report for Anthony Tillis re IPMG Claim Property Damage - Gloria Tillis at 408 North 1st Street property and communication from DC Willis re same and update file re same	0.30	57.00
2/10/2021	MTJ	Review Litigation Audit Letter re status of potential liability claims and law enforcement claims, status of filing of lawsuits against the Village and Village staff and expiration of applicable Illinois and federal statute of limitations periods to time-bar filing of lawsuits and update Litigation Audit Letter re same: Potential Claimant: Gloria Tillis (2019 Claim: Property Damage Recovery Claim); Potential Claimant: Alexander Christian (2020 Claims: Property Damage Reimbursement Claim (Subrogation Claim), Workers Compensation Claim, Personal Injury Liability Claim); Potential Claimant: Bryant Miller (2020 Claim: Excessive Force); Potential Claimant: Javon Watkins (2020 Claim: Excessive Force); Potential Claimant(s): Michael Hazlett aka Charles Snyder or Charles Schnyder (2020 Claim: Failure to Provide Prompt Medical Treatment); Potential Claimant(s): Perry Sykes, Xavier Watkins and Mickayla Watkins (2020 Claim: Excessive Force); Potential Claimant: Ariena Miller (2020 Claim: Excessive Force, Section 1983 Civil Rights Violation Claims, Violation of Police Policy Claims); Potential Claimant: Estate of Ira Wicks, John Wicks, Sr. (brother) (2020 Claims: Wrongful Death; Failure to Administer CPR); Potential Claimant: Jonathan Diaz (2019 Claims: Property Damage and Personal Injury); Potential Claimant: Johnny Flores (2019 Claims: Wrongful Death; Failure to Administer Prompt Medical Treatment); Potential Claimant: Danny Hermosillo (Dog Owner) (2019 Claim: Excessive Force); Potential Claimant: Robert Rhodes - Chambers (2021 Claim: Excessive Use of	1.40	266.00

		Force)		
2/11/2021	MTJ	Communication with DC Willis re risk management matters: Use of Force Incident at 503 Quincy (1-2-2021) and Weapon Discharge at 631 S. 17th Avenue (1-9-2021) re potential liability claims	0.30	57.00
2/12/2021	MTJ	Review Litigation Audit Letter re status of potential liability claims and law enforcement claims, status of filing of lawsuits against the Village and Village staff re same within the Cook County Circuit Court data base and the United States Federal District Court data base and expiration of applicable Illinois and federal statute of limitations periods to time-bar filing of lawsuits: Potential Claimant: Brock Carlson (2018 Personal Injury claim); Potential Claimant: Roderick Rozell Moss (2018 Excessive Force, Civil Rights, Personal Injury claims); Potential Claimant: Marlon C. Shaw (2018 Personal Injury Claim and Excessive Force Claim); Potential Claimant: Shanice D. Brown (Minor) (2018 Personal Injury Claim and Excessive Force Claim); Potential Claimant(s): Justin L. Walker and/or Brenda Leanos (2018 Property Damage, Uninsured Motorist Claim, Personal Injury Claims and Excessive Force Claims); Potential Claimant: Taray D. Love (2018 Personal Injury Claims and Excessive Force Claims)	1.80	342.00
2/13/2021	MTJ	Communications from IPMG (Morefield) re status of filing of personal injury lawsuit by Ignacia Santana and expiration of statute of limitations period on February 6, 2021 and review file re same and update Litigation Audit Letter re same	0.40	76.00
2/15/2021	MTJ	Review risk management matter: FOIA Request issued by First Defense Legal Aid and Village FOIA Response and related Maywood Police Department records re Potential Claimant Jhave'll Moore and Potential Liability Claim(s): 2019 Excessive Force; 2019 Wrongful Arrest, preparation of Evidence Preservation Letter to Village re retention and turnover of related Village records; preparation and sending of transmittal email with FDLA FOIA Request / FOIA Response to and communication with IPMG (Mangrum) and Village staff re claim number, notice to insurer of Potential Liability Claim(s) and update Litigation Audit Letter re same; Review Talley email re risk management matter (Incident Date: December 20, 2020, Incident / Dispute: Resisting Arrest; Possession of Weapon; Potential Claimant(s): Arrestees: Jermaine W. Renix, Sr., Joshua Q. Renix and Maurice M. Lanier; Potential Liability Claim(s): Excessive Force; Wrongful Arrest and Location of Incident: 813 West Roosevelt Road, Maywood) and preparation of Evidence Preservation Letter to Village re retention and turnover of related Village records; preparation and sending of transmittal email with claim summary and Evidence Preservation Letter to and communication with IPMG (Mangrum) and Village staff re	5.00	950.00

		claim number, notice to insurer of Potential Liability Claim(s) and update Litigation Audit Letter re same; Review Willis email re risk management matter (Incident Date: December 16, 2020, Incident / Dispute: Stolen Vehicle; Fleeing and Eluding Arrest in Vehicle; Potential Liability Claim(s): Excessive Force; and Location of Incident: 711 West Roosevelt Road, Maywood) and preparation of Evidence Preservation Letter to Village re retention and turnover of related Village records; preparation and sending of transmittal email with claim summary and Evidence Preservation Letter to and communication with IPMG (Mangrum) and Village staff re claim and update Litigation Audit Letter re same; Receipt and review of Maywood Police Department documents and review Willis email re risk management matter (Incident Date: January 9, 2021, Incident / Dispute: Fleeing and Eluding Arrest; Potential Claimants: Dajuan Jay and Rashaad Nesbitt; Potential Liability Claim(s): Excessive Force; and Location of Incident: 631 South 17th Avenue, Maywood) and preparation of Evidence Preservation Letter to Village re retention and turnover of related Village records; preparation and sending of transmittal email with claim summary and Evidence Preservation Letter to and communication with IPMG (Mangrum) and Village staff re claim and update Litigation Audit Letter re same		
2/15/2021	CPF	Review of state and federal dockets for evidence of filing of lawsuits in past matters where potential litigation was threatened; review history of recently filed matter by Plaintiff Ignacia Santana	1.00	190.00
2/16/2021	MTJ	Review litigation claim file and status of filing of tort and/or civil rights lawsuit in Cook County Circuit Court and United States Federal District Court docket data bases by Potential Claimant (Shanice D. Brown (Minor): Personal Injury Claim (Alleged Head Injury): IPMG Claim No.: 181008W016) against Village or Village employees and preparation and sending of transmittal email to and communication with IPMG (Mangrum) and Village staff re update to litigation status report and close out of potential liability claim (all claims time-barred per expiration of Illinois-based one-year statute of limitations period and federal-based two-year statute of limitations period) and update Litigation Audit Letter re same; Review litigation claim file and status of filing of tort and/or civil rights lawsuit in Cook County Circuit Court and United States Federal District Court docket data bases by Potential Claimant (Potential Claimant(s): Taray D. Love: Potential Liability Claim(s): Personal Injury Claims and Excessive Force Claims: IPMG Claim No.: TBD) against Village or Village employees and preparation and sending of transmittal email to and communication with IPMG (Mangrum) and Village staff re update to litigation status	3.00	570.00

report and close out of potential liability claim (all claims time-barred per expiration of Illinois-based one-year statute of limitations period and federal-based two-year statute of limitations period) and update Litigation Audit Letter re same; Review litigation claim file and status of filing of tort and/or civil rights lawsuit in Cook County Circuit Court and United States Federal District Court docket data bases by Potential Claimant (Potential Claimant(s): Marlon C. Shaw (Dog Owner): Personal Injury Claims and Excessive Force Claims; IPMG Claim No.: 190110W002-0001) against Village or Village employees and preparation and sending of transmittal email to and communication with IPMG (Mangrum) and Village staff re update to litigation status report and close out of potential liability claim (all claims time-barred per expiration of Illinois-based one-year statute of limitations period and federal-based two-year statute of limitations period) and update Litigation Audit Letter re same; Review litigation claim file and status of filing of tort and/or civil rights lawsuit in Cook County Circuit Court and United States Federal District Court docket data bases by Potential Claimant (Potential Claimant(s): Brock Carlson: Potential Liability Claim(s): Property Damage, Uninsured Motorist Claim, Personal Injury Claims, Excessive Force Claims, and Potential Worker's Compensation: IPMG Claim No.: 180730W018) against Village or Village employees and preparation and sending of transmittal email to and communication with IPMG (Mangrum) and Village staff re update to litigation status report and close out of potential liability claim (all claims time-barred per expiration of Illinois-based one-year statute of limitations period and federal-based two-year statute of limitations period) and update Litigation Audit Letter re same; Review litigation claim file and status of filing of tort and/or civil rights lawsuit in Cook County Circuit Court and United States Federal District Court docket data bases by Potential Claimant (Potential Claimant(s): Roderick Rozell Moss: Potential Liability Claim(s): Excessive Force, Civil Rights, Personal Injury - IPMG Claim No.: 181008W008-0001) against Village or Village employees and preparation and sending of transmittal email to and communication with IPMG (Mangrum) and Village staff re update to litigation status report and close out of potential liability claim (all claims time-barred per expiration of Illinois-based one-year statute of limitations period and federal-based two-year statute of limitations period) and update Litigation Audit Letter re same; Review file and status of filing of tort lawsuit in Cook County Circuit Court docket data base by Potential Claimant (Potential Claimant(s): Ignacia Santana; Potential Liability Claim(s): Personal Injury - IPMG Claim No.200802W002-0001) against Village and preparation and sending of transmittal email to and communication with IPMG (Mangrum) and Village staff re

		update to litigation status report and confirmation of 2021 filing of tort lawsuit and update Litigation Audit Letter re same;		
2/16/2021	CPF	Review of state and federal dockets for evidence of filing of lawsuits by potential plaintiff Marlon Shaw, where potential litigation was threatened due to police interaction with vicious animal	0.40	76.00
2/19/2021	MTJ	Communications with Bronaugh re status of Fire Department issuance of Emergency Medical Services Report(s) for Potential Liability Claim(s) (Incident Date: January 9, 2021, Incident / Dispute: Fleeing and Eluding Arrest; Potential Claimants: Dajuan Jay and Rashaad Nesbitt; Potential Liability Claim(s): Excessive Force; and Location of Incident: 631 South 17th Avenue, Maywood) and update file re same	0.30	57.00
2/25/2021	MTJ	Receipt and review of Letter from Baker Tilly (Gopi Ankola) re Request for Updated FY 2020 KTJ Litigation Audit Letter and communication with Village Auditor re same and work on updates to Litigation Audit Letter	0.50	95.00
2/25/2021	MAL	Provide update to annual litigation letter re Brown matter	0.20	38.00
2/26/2021	MTJ	Communication from IPMG (Mangrum) re claim number and litigation status report on file (IPMG# 210216W017-0001 / Maywood - Potential Liability Claims; Incident Date: December 20, 2020; Resisting Arrest; Potential Claimant(s): Jermaine W. Renix, Sr., Joshua Q. Renix and Maurice M. Lanier); communication with IPMG (Mangrum) re claim number and litigation status report on file (Potential Liability Claim - 711 West Roosevelt Road; Incident Date: December 16, 2020: Stolen Vehicle; Fleeing and Eluding Arrest in Vehicle) and communication with IPMG (Mangrum) re claim number and litigation status report on file (Potential Liability Claims; Potential Claimant(s): Dajuan Jay and Rashaad Nesbitt - Weapon Discharge at 631 S. 17th Avenue)	0.80	152.00
2/26/2021	MTJ	Receipt and review of Notice Letter of Potential Liability Claims and Evidence Preservation Demand (Shona Glink) to Maywood President re Quinton "Danka" Beasley and Danka's Basketball League dated 2.25.2021 and email communication from Trustee Jones re same	0.30	57.00
2/26/2021	TMM	Review and update case summaries in litigation audit letter	0.20	38.00
			Total Fees:	3,021.00

Rate Summary

Michael T. Jurusik	14.10 hours at $ 190.00/hr	2,679.00
Thomas M. Melody	0.20 hours at $ 190.00/hr	38.00
Mallory A. Milluzzi	0.20 hours at $ 190.00/hr	38.00

Carmen P. Forte, Jr.	1.40 hours at $ 190.00/hr	266.00	
Total hours:	15.90	Total Fees:	3,021.00

Total Current Billing: **3,021.00**

		Previous Balance Before Payments:	0.00
Previous Trust Balance:	0.00	Less Payment(s) Received:	- 0.00
Change in Trust:	0.00	Previous Balance Due:	0.00
		Total Current Billing:	+ 3,021.00
Trust Balance:	0.00		
		Total Now Due:	**3,021.00**

Michael T. Jurusik

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, (Alliant)Mesirow Insurance Services

SPECIFIC ACTION REQUESTED: Payment approval of the attached premium finance agreement for general liability insurance premium down payment.

RECOMMENDATION: It is recommendation that the total payment of $170,000.00 be approved for payment. The expense account to be charged: 01-56-59100.

Alliant

Insurance services provided by Mesirow Insurance Services, Inc., an Alliant-owned company.

---------- INVOICE ----------

Village of Maywood
40 W. Madison Street
Maywood, IL 60153

Named Insured: Village of Maywood

Invoice Date: 04/12/2021
Invoice No. 1000001
Bill-To Code MAYWOOD-01
Client Code MAYWOOD-01
INV ORDER NO. 10000-01
Amount Remitted: $170,000.00

Please return this portion with your payment.

Make Checks Payable to: Mesirow Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
5/1/2021	5/1/2021 - 5/1/2022	First Insurance Funding Premium Finance Agreement for all lines of insurance coverage. (18% Down plus 10 Payment) Down Payment Amount	$170,000.00

PLEASE SEND A COPY OF THIS INVOICE WITH PAYMENT AND/OR INCLUDE CLIENT CODE/INVOICE NUMBER/POLICY NUMBER.

ACH/WIRE Reference: Please include your ten (10)-digit Client Account Number and Invoice Number.

E-mail remittances to AccountsReceivable@alliant.com

REMITTANCE ADDRESS:
Mesirow Insurance Services, Inc.
29278 Network Place
Chicago, IL 60673-1292

OVERNIGHT/COURIER ADDRESS:
JPMorgan Chase
Mesirow Insurance Services, Inc. Box #29278
131 S. Dearborn, 6th Floor
Chicago, IL 60603

ACH/WIRE PAYMENTS:
JPMorgan Chase Bank, N.A.
New York, NY 10017
Account Name: Mesirow Insurance Services, Inc.
ACH Routing Number: 322271627
Wire Routing Number: 021000021
SWIFT Code: CHASUS33

Recommended To Be Paid
Dept.Head: Willie Norman
Expense Acct: 1-56-54100
Date: 4-14-21 PO #_____

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Blue Cross Blue Shield

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice for health insurance premiums for the months of February 2021-April 2021.

Invoice Date	Amount	Service Date	
01/15/2021	$283,767.05	2/1/2021-3/1/2021	****this invoice has already been paid.**
02/15/2021	$286,709.07	3/1/2021-4/1/2021	****this invoice has already been paid.**
03/15/2021	$287,575.75	4/1/2021-5/1/2021	****this invoice has already been paid.**

RECOMMENDATION: It is recommendation that the total payments of $858,051.87 be approved for payment. The expense account to be charged: 01-19-58000.

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

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

For All Billing Inquiries Call:
800-414-7147

Account:	769282 - VILLAGE OF MAYWOOD	
Profile:	0000258151 - ALL SUBSCRIBERS	1509
Bill Date: 01-15-2021	Payment Due Date: 02-01-2021	Page
Bill Period: 02-01-2021 to 03-01-2021		3

BILL SUMMARY

RECOMMENDED TO BE PAID
DATE: 1/27/21
DEPT HEAD:
EXPENSE ACCT: 01-19-58000
PO# _____

	Date	Activity	Total Due
Previous Amount Billed			**$553,301.33**
Payments			
Check # 103933	01-04-2021	(287,548.68)	
Adjustments			
NONE		.00	
Total Payments and Adjustments			**($287,548.68)**
Remaining Balance			**$265,752.65**
Fees			
Current Charges		283,767.05	
Subscriber Fee Adjustments		.00	
Total Fees			**$283,767.05**
Total Amount Due			**$549,519.70**

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

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

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

769282 0000258151 02-01

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

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

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

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

For All Billing Inquiries Call:
800-414-7147

Account:	769282 - VILLAGE OF MAYWOOD	
Profile:	0000258151 - ALL SUBSCRIBERS	1526
Bill Date:	02-12-2021 Payment Due Date: 03-01-2021	Page
Bill Period:	03-01-2021 to 04-01-2021	3

BILL SUMMARY

RECOMMENDED TO BE PAID
DATE: 2/24/21
DEPT HEAD
EXPENSE ACCT: 01-19-58000
PO#

	Date	Activity	Total Due
Previous Amount Billed			**$549,519.70**
Payments			
Check # 104063	01-20-2021	(265,752.65)	
Adjustments			
NONE		.00	
Total Payments and Adjustments			**($265,752.65)**
Remaining Balance			**$283,767.05**
Fees			
Current Charges		285,238.06	
Subscriber Fee Adjustments		1,471.01	
Total Fees			**$286,709.07**
Total Amount Due			**$570,476.12**

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

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

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

769282 0000258151 03-01

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

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

379

IL09155 202103168O1 J50A
202103160001860 Env (48) 2 of 8 B 1

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

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

For All Billing Inquiries Call:
800-414-7147

Account:	769282 - VILLAGE OF MAYWOOD		
Profile:	0000258151 - ALL SUBSCRIBERS		0327
Bill Date:	03-15-2021	Payment Due Date: 04-01-2021	Page
Bill Period:	*04-01-2021 to 05-01-2021*		3

BILL SUMMARY

RECOMMENDED TO BE PAID
DATE: 3/26/21
DEPT HEAD: Catonda Banks
EXPENSE ACCT: 01-19-58000
PO# _____

	Date	Activity	Total Due
Previous Amount Billed			**$570,476.12**
Payments			
Check # 104293	03-03-2021	(283,767.05)	
Adjustments			
NONE		.00	
Total Payments and Adjustments			**($283,767.05)**
Remaining Balance			**$286,709.07**
Fees			
Current Charges		286,017.29	
Subscriber Fee Adjustments		1,558.46	
Total Fees			**$287,575.75**
Total Amount Due			**$574,284.82**

380

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

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

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

769282 0000258151 04-01

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

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

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Cargill

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for bulk salt purchase for the Village of Maywood Public Works Department.

Invoice	Date	Amount
2905984086	02/02/2021	$9,250.39
2905983392	02/02/2021	$6,114.97
2905986579	02/03/2021	$15,964.40
2906036097	02/22/2021	$8,308.21
2906039666	02/23/2021	$9,783.79
2906040487	02/23/2021	$6,590.17
2906047394	02/25/2021	$13,046.05
2906072644	03/08/2021	$21,957.03
2906078640	03/10/2021	$11,164.64

RECOMMENDATION: It is recommendation that the total payments of $102,179.65 be approved for payment. The expense account to be charged: 12-10-89013.

Cargill®

INVOICE
2905984086

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date:	02/02/2021		
Sales Order:	5555661	Inco Terms:	DLD DESTINATION
Reference Date:	02/02/2021	Shipment Date:	02/02/2021
Your Purchase Order:	Verbal John West	Gross Weight:	248,000.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

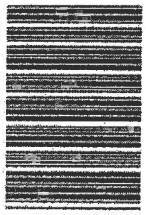
Currency:	**USD**
Due Amt :	**9,250.39**
Due Date:	**03/04/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,180.000 LB Bill of Lading:2AKY00217801	21.590 21.590	ST ST	74.60 USD/ST	1,610.61
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,280.000 LB Bill of Lading:2AKY00217805	21.140 21.140	ST ST	74.60 USD/ST	1,577.04
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,540.000 LB Bill of Lading:2AKY00217812	21.770 21.770	ST ST	74.60 USD/ST	1,624.04
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 39,880.000 LB Bill of Lading:2AKY00217813	19.940 19.940	ST ST	74.60 USD/ST	1,487.52
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 38,760.000 LB Bill of Lading:2AKY00217824	19.380 19.380	ST ST	74.60 USD/ST	1,445.75

Cargill®

INVOICE
2905984086



Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**9,250.39**
Due Date:	**03/04/2021**

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 40,360.000 LB Bill of Lading:2AKY00217859	20.180 20.180	ST ST	74.60 USD/ST	1,505.43

Place of Loading: 3020 E 104TH ST, CHICAGO IL 60617 USA

Subtotal	9,250.39
Sales Tax	0.00
INVOICE TOTAL USD	**9,250.39**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Recommended To Be Paid $9,250.39
Dept.Head: JMB
Expense Acct: 12-10-89013
Date: 3/11/21 PO #

Cargill®

INVOICE
2905983392

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

6,114.97
Recommended To Be Paid
Dept.Head: JWB
Expense Acct: 12-10-89013
Date: 3/11/21 PO #

Billing Date:	02/02/2021		
Sales Order:	5555661	Inco Terms:	DLD DESTINATION
Reference Date:	02/02/2021	Shipment Date:	02/02/2021
Your Purchase Order:	Verbal John West	Gross Weight:	163,940.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

Currency:	**USD**
Due Amt :	**6,114.97**
Due Date:	**03/04/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 39,960.000 LB Bill of Lading:2AKY00217749	19.980 19.980	ST ST	74.60 USD/ST	1,490.51
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 40,800.000 LB Bill of Lading:2AKY00217810	20.400 20.400	ST ST	74.60 USD/ST	1,521.84
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,560.000 LB Bill of Lading:2AKY00217837	20.780 20.780	ST ST	74.60 USD/ST	1,550.19
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,620.000 LB Bill of Lading:2AKY00217847	20.810 20.810	ST ST	74.60 USD/ST	1,552.43

Place of Loading: 3020 E 104TH ST
CHICAGO IL 60617 USA

Subtotal	6,114.97
Sales Tax	0.00
INVOICE TOTAL	
USD	**6,114.97**

Billing Enquiries Telephone: 800-600-7258 384 Email:
Fax: 440-716-0610 Internet: www.cargillsalt.com

Cargill®

INVOICE
2905983392

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**6,114.97**
Due Date:	**03/04/2021**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Cargill®

INVOICE
2905986579

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date:	02/03/2021		
Sales Order:	5555661	Inco Terms:	DLD DESTINATION
Reference Date:	02/03/2021	Shipment Date:	02/03/2021
Your Purchase Order:	Verbal John West	Gross Weight:	428,000.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

Currency:	**USD**
Due Amt :	**15,964.40**
Due Date:	**03/05/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,620.000 LB Bill of Lading:2AKY00217864	21.810 21.810	ST ST	74.60 USD/ST	1,627.03
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 39,420.000 LB Bill of Lading:2AKY00217865	19.710 19.710	ST ST	74.60 USD/ST	1,470.37
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 40,780.000 LB Bill of Lading:2AKY00217867	20.390 20.390	ST ST	74.60 USD/ST	1,521.09
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,160.000 LB Bill of Lading:2AKY00217905	21.580 21.580	ST ST	74.60 USD/ST	1,609.87
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 46,760.000 LB Bill of Lading:2AKY00217908	23.380 23.380	ST ST	74.60 USD/ST	1,744.15

Cargill®

INVOICE
2905986579

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**15,964.40**
Due Date:	**03/05/2021**

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,880.000 LB Bill of Lading:2AKY00217909	21.440 21.440	ST ST	74.60 USD/ST	1,599.42
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,920.000 LB Bill of Lading:2AKY00217910	21.460 21.460	ST ST	74.60 USD/ST	1,600.92
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,980.000 LB Bill of Lading:2AKY00217963	20.990 20.990	ST ST	74.60 USD/ST	1,565.85
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,540.000 LB Bill of Lading:2AKY00217966	21.270 21.270	ST ST	74.60 USD/ST	1,586.74
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,940.000 LB Bill of Lading:2AKY00217968	21.970 21.970	ST ST	74.60 USD/ST	1,638.96

Place of Loading	3020 E 104TH ST CHICAGO IL 60617 USA	Subtotal	15,964.40
		Sales Tax	0.00
		INVOICE TOTAL USD	**15,964.40**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Recommended To Be Paid $15,964.40
Dept Head: JWB
Expense Acct: 12-10-89013
Date: 3/11/21 PO #

Billing Enquiries Telephone: 800-600-7258 Email:
Fax: 440-716-0610 Internet: www.cargillsalt.com

Cargill®

INVOICE
2906036097

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date:	02/22/2021		
Sales Order:	5580547	Inco Terms:	DLD DESTINATION
Reference Date:	02/22/2021	Shipment Date:	02/22/2021
Your Purchase Order:	none	Gross Weight:	222,740.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

Currency:	**USD**
Due Amt :	**8,308.21**
Due Date:	**03/24/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,420.000 LB Bill of Lading:2AKY00221199	20.710 20.710	ST ST	74.60 USD/ST	1,544.97
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 48,000.000 LB Bill of Lading:2AKY00221236	24.000 24.000	ST ST	74.60 USD/ST	1,790.40
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,020.000 LB Bill of Lading:2AKY00221250	21.510 21.510	ST ST	74.60 USD/ST	1,604.65
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 44,020.000 LB Bill of Lading:2AKY00221270	22.010 22.010	ST ST	74.60 USD/ST	1,641.95
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 46,280.000 LB Bill of Lading:2AKY00221288	23.140 23.140	ST ST	74.60 USD/ST	1,726.24

Cargill®

INVOICE
2906036097

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**8,308.21**
Due Date:	**03/24/2021**

Place of Loading	3020 E 104TH ST CHICAGO IL 60617 USA	Subtotal	8,308.21
		Sales Tax	0.00
		INVOICE TOTAL	
		USD	**8,308.21**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Recommended To Be Paid $8,308.21
Dept.Head: JMOB
Expense Acct: 12-10-89013
Date: 3/23/21 PO #

Cargill®

INVOICE
2906039666

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date:	02/23/2021		
Sales Order:	5580547	Inco Terms:	DLD DESTINATION
Reference Date:	02/23/2021	Shipment Date:	02/23/2021
Your Purchase Order:	none	Gross Weight:	262,300.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

Currency:	**USD**
Due Amt :	**9,783.79**
Due Date:	**03/25/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,160.000 LB Bill of Lading:2AKY00221372	20.580 20.580	ST ST	74.60 USD/ST	1,535.27
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,100.000 LB Bill of Lading:2AKY00221375	20.550 20.550	ST ST	74.60 USD/ST	1,533.03
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,680.000 LB Bill of Lading:2AKY00221386	21.840 21.840	ST ST	74.60 USD/ST	1,629.26
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,900.000 LB Bill of Lading:2AKY00221398	21.950 21.950	ST ST	74.60 USD/ST	1,637.47
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 48,040.000 LB Bill of Lading:2AKY00221418	24.020 24.020	ST ST	74.60 USD/ST	1,791.89

Cargill®

INVOICE
2906039666

[redacted]

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**9,783.79**
Due Date:	**03/25/2021**

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 44,420.000 LB Bill of Lading:2AKY00221475	22.210 22.210	ST ST	74.60 USD/ST	1,656.87
Place of Loading		3020 E 104TH ST CHICAGO IL 60617 USA	Subtotal Sales Tax			9,783.79 0.00
					INVOICE TOTAL	
					USD	**9,783.79**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

$9,783.79
Recommended To Be Paid
Dept.Head: JMB
Expense Acct: 12-10-89013
Date: 3/23/21 PO #_____

Cargill

INVOICE
2906040487

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Recommended To Be Paid $6,590.17
Dept.Head: JMB
Expense Acct: 12-10-89013
Date: 3/23/21 PO #

Billing Date:	02/23/2021		
Sales Order:	5580547	Inco Terms:	DLD DESTINATION
Reference Date:	02/23/2021	Shipment Date:	02/23/2021
Your Purchase Order:	none	Gross Weight:	176,680.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

Currency:	**USD**
Due Amt :	**6,590.17**
Due Date:	**03/25/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,660.000 LB Bill of Lading:2AKY00221480	20.830 20.830	ST ST	74.60 USD/ST	1,553.92
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,340.000 LB Bill of Lading:2AKY00221482	21.170 21.170	ST ST	74.60 USD/ST	1,579.28
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 48,760.000 LB Bill of Lading:2AKY00221498	24.380 24.380	ST ST	74.60 USD/ST	1,818.75
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,920.000 LB Bill of Lading:2AKY00221502	21.960 21.960	ST ST	74.60 USD/ST	1,638.22

Place of Loading: 3020 E 104TH ST
CHICAGO IL 60617 USA

Subtotal	6,590.17
Sales Tax	0.00
INVOICE TOTAL	
USD	**6,590.17**

Billing Enquiries
Telephone: 800-600-7258
Fax: 440-716-0610
Email:
Internet: www.cargillsalt.com

Cargill®

INVOICE
2906040487

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**6,590.17**
Due Date:	**03/25/2021**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Cargill®

INVOICE
2906047394

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date:	02/25/2021		
Sales Order:	5580547	Inco Terms:	DLD DESTINATION
Reference Date:	02/25/2021	Shipment Date:	02/25/2021
Your Purchase Order:	none	Gross Weight:	349,760.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

Currency:	**USD**
Due Amt :	**13,046.05**
Due Date:	**03/27/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 40,820.000 LB Bill of Lading:2AKY00221817	20.410 20.410	ST ST	74.60 USD/ST	1,522.59
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,020.000 LB Bill of Lading:2AKY00221821	21.510 21.510	ST ST	74.60 USD/ST	1,604.65
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 47,820.000 LB Bill of Lading:2AKY00221823	23.910 23.910	ST ST	74.60 USD/ST	1,783.69
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,900.000 LB Bill of Lading:2AKY00221824	21.450 21.450	ST ST	74.60 USD/ST	1,600.17
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 44,980.000 LB Bill of Lading:2AKY00221829	22.490 22.490	ST ST	74.60 USD/ST	1,677.75

Cargill®

INVOICE
2906047394



Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**13,046.05**
Due Date:	**03/27/2021**

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,640.000 LB Bill of Lading:2AKY00221830	21.820 21.820	ST ST	74.60 USD/ST	1,627.77
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,080.000 LB Bill of Lading:2AKY00221831	20.540 20.540	ST ST	74.60 USD/ST	1,532.28
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 45,500.000 LB Bill of Lading:2AKY00221833	22.750 22.750	ST ST	74.60 USD/ST	1,697.15

Place of Loading 3020 E 104TH ST
CHICAGO IL 60617 USA

Subtotal 13,046.05
Sales Tax 0.00

INVOICE TOTAL
USD 13,046.05

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Recommended To Be Paid $ 13,046.05
Dept.Head: JWB
Expense Acct: 12-10-89013
Date: 3/25/21 PO #

Cargill®

INVOICE
2906072644

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date:	03/08/2021		
Sales Order:	5605716	Inco Terms:	DLD DESTINATION
Reference Date:	03/08/2021	Shipment Date:	03/08/2021
Your Purchase Order:	VERBAL JOHN WEST	Gross Weight:	588,660.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

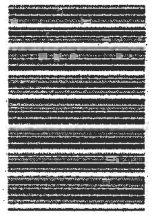
Currency:	**USD**
Due Amt :	**21,957.03**
Due Date:	**04/07/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 38,940.000 LB Bill of Lading:2AKY00223130	19.470 19.470	ST ST	74.60 USD/ST	1,452.46
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,760.000 LB Bill of Lading:2AKY00223140	20.880 20.880	ST ST	74.60 USD/ST	1,557.65
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,960.000 LB Bill of Lading:2AKY00223141	20.980 20.980	ST ST	74.60 USD/ST	1,565.11
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 45,020.000 LB Bill of Lading:2AKY00223147	22.510 22.510	ST ST	74.60 USD/ST	1,679.25
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,540.000 LB Bill of Lading:2AKY00223149	21.270 21.270	ST ST	74.60 USD/ST	1,586.74

Cargill®

INVOICE
2906072644



Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**21,957.03**
Due Date:	**04/07/2021**

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,520.000 LB Bill of Lading:2AKY00223150	21.760 21.760	ST ST	74.60 USD/ST	1,623.30
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,620.000 LB Bill of Lading:2AKY00223152	20.810 20.810	ST ST	74.60 USD/ST	1,552.43
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,160.000 LB Bill of Lading:2AKY00223186	21.080 21.080	ST ST	74.60 USD/ST	1,572.57
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 40,800.000 LB Bill of Lading:2AKY00223189	20.400 20.400	ST ST	74.60 USD/ST	1,521.84
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,440.000 LB Bill of Lading:2AKY00223191	20.720 20.720	ST ST	74.60 USD/ST	1,545.71
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 41,140.000 LB Bill of Lading:2AKY00223192	20.570 20.570	ST ST	74.60 USD/ST	1,534.52
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,720.000 LB Bill of Lading:2AKY00223193	21.360 21.360	ST ST	74.60 USD/ST	1,593.46
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,760.000 LB Bill of Lading:2AKY00223204	21.380 21.380	ST ST	74.60 USD/ST	1,594.95
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,280.000 LB Bill of Lading:2AKY00223205	21.140 21.140	ST ST	74.60 USD/ST	1,577.04

Cargill

INVOICE
2906072644

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**21,957.03**
Due Date:	**04/07/2021**

Place of Loading	3020 E 104TH ST CHICAGO IL 60617 USA	Subtotal	21,957.03
		Sales Tax	0.00
		INVOICE TOTAL	
		USD	**21,957.03**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Recommended To Be Paid $21,957.03
Dept.Head: JWOB
Expense Acct: 12-10-89013
Date: 3/25/21 PO #

Cargill®

INVOICE
2906078640

Cargill Salt Road Safety
A business of CARGILL, INCORPORATED
15407 MCGINTY ROAD WEST
WAYZATA MN 55391
USA

Remit To: Cargill, Incorporated
PO Box 843973
Dallas TX 75284-3973
USA

Bill-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Ship-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON
40 MADISON ST
MAYWOOD IL 60153-2323
USA

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Billing Date:	03/10/2021		
Sales Order:	5605716	Inco Terms:	DLD DESTINATION
Reference Date:	03/10/2021	Shipment Date:	03/10/2021
Your Purchase Order:	VERBAL JOHN WEST	Gross Weight:	299,320.000 LB
Payment Terms:	NET 30 DAYS FROM DATE OF INVOICE		

Currency:	**USD**
Due Amt :	**11,164.64**
Due Date:	**04/09/2021**

(All date format in MM/DD/YYYY)

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,520.000 LB Bill of Lading:2AKY00223364	21.260 21.260	ST ST	74.60 USD/ST	1,586.00
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,940.000 LB Bill of Lading:2AKY00223371	21.970 21.970	ST ST	74.60 USD/ST	1,638.96
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 42,800.000 LB Bill of Lading:2AKY00223373	21.400 21.400	ST ST	74.60 USD/ST	1,596.44
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,640.000 LB Bill of Lading:2AKY00223377	21.820 21.820	ST ST	74.60 USD/ST	1,627.77
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,520.000 LB Bill of Lading:2AKY00223382	21.760 21.760	ST ST	74.60 USD/ST	1,623.30

Cargill®

INVOICE
2906078640

Sold-To : MAYWOOD VLG OF
VLG OF MAYWOOD MADISON

Currency:	**USD**
Due Amt :	**11,164.64**
Due Date:	**04/09/2021**

Product Code	Sales Contract	Product Description	Priced Quantity / Shipped Quantity	UoM	Price	Extended Amount
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 43,340.000 LB Bill of Lading:2AKY00223390	21.670 21.670	ST ST	74.60 USD/ST	1,616.58
100012763	400204162	CLEARLANE® DEICER ENHNCD BULK Net Weight: 39,560.000 LB Bill of Lading:2AKY00223397	19.780 19.780	ST ST	74.60 USD/ST	1,475.59

Place of Loading: 3020 E 104TH ST
CHICAGO IL 60617 USA

Subtotal	11,164.64
Sales Tax	0.00
INVOICE TOTAL	
USD	**11,164.64**

This sale may be subject to applicable discounts, allowances or rebates which are not reflected in the price shown.

All invoices must be paid within the terms quoted. We reserve the rightto charge interest on overdue accounts.

For ACH(non CTX)and wire transfers, remittance advice should be emailed to remitdetail@cargill.com or faxed to 952-367-1672 in order to ensure accurate & timely allocation of funds.

Recommended To Be Paid $11,164.64
Dept.Head: JMB
Expense Acct: 12-10-89013
Date: 3/25/21 PO #

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Christmas Decor Systems

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #99 dated 11/13/2020 for 3 Year Holiday Decoration Lease 2020, 2021 & 2022.

RECOMMENDATION: It is recommendation that the total payments of $17,550.00 be approved for payment. The expense account to be charged: 01-50-60600.

Invoice

Christmas Decor Systems
PO Box 772
Cicero, IN 46034
800-944-3507

Date	Invoice #
11/13/2020	99

Bill To	Ship To
Village of Maywood 40 E Madison Street Maywood, IL 60153	

P.O. No.	Terms
YR2020	Due on receipt

Item	Description	Amount
	3 Year Holiday Decoration Lease: 2020, 2021 & 2022 Annual $17,550.00	
Lease	2020	17,550.00

#17,550.00
RECOMMENDED TO BE PAID
DATE: 3/15/21
DEPT HEAD:
EXPENSE ACCT: 01-50-60600
PO#

Please remit to above address.

Total $17,550.00

Phone #	Fax #	E-mail	Web Site
765-948-3385	765-948-3386	accounting@winterlandinc.com	www.chistmasdecorsystems.com

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Cook County Land Bank Authority

SPECIFIC ACTION REQUESTED: Payment approval of the attached term sheet for acquisition fee for conveyance to the Village of Maywood property located at 30 W Madison.

RECOMMENDATION: It is recommendation that the total payments of $7,500.00 be approved for payment. The expense account to be charged: 72-33-82000.

DocuSign Envelope ID: AD87268A-2759-4BF0-AC6E-A4B3461DC844

FILE NUMBER: 21-0052

Cook County Land Bank Authority ("CCLBA")
Terms Sheet

1. Property: Address: 30 Madison St., Maywood, IL 60153
   PIN(s): 15-14-203-019-0000

2. Purchaser: Name: Village of Maywood
   Address: 40 Madison St., Maywood, IL 60153
   Phone: 708-450-6351
   Email: Asmith@maywood-il.org

3. Purchaser's Attorney: Name: Klein Thorpe & Jenkins, Ltd.
   Address: 20 N Wacker Drive; Suite 1660
   Phone: Chicago, IL 60606
   Email: Mamarrs@ktjlaw.com

4. Purchase Price: $7,500.00

5. Financing: The Purchaser (check one) (__) will or (X) will not obtain financing to purchase the Property. Lender: _____
   CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA's express authorization.

6. Non-Refundable Application Fee: Once the Purchaser has signed this Terms Sheet, the Purchaser shall give CCLBA a Non-Refundable Application Fee in the amount of $0.00. The purchaser will be credited the amount of the Application Fee at closing. A certified check totaling $0.00 (Non-Refundable Application Fee) must accompany this Terms Sheet signed by the Purchaser when returned to the CCLBA.

7. Property Sold As-Is: Each Property sold by CCLBA is sold on an "as is" basis with no express or implied warranties as to condition. Purchaser will be responsible for all Property repairs necessary to achieve and maintain compliance with all applicable local, State and federal laws and regulations. This includes correcting all code violations that exist at the time of Closing.

8. Redevelopment Credit: Part of CCLBA's mission is to repurpose vacant properties without impacting area housing prices. To that end, the Purchase Sale Agreement will identify an estimated fair market value for the Property. The amount of the forgivable mortgage along with a "Redevelopment Credit" will reduce the estimated fair market value stated in the Purchase Sale Agreement to the to the amount listed herein as the Purchase Price.

9. Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both parties, Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the parties, including, without limitation, representations and warranties mutually acceptable to the parties. The Purchaser shall have **seven (7) business days** from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller's attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within **seven (7) business days**, the terms set forth in this Terms Sheet and the Purchase Agreement shall expire.

10. Contingent on Acquisition: CCLBA (check one) (X) has, (___) has not, acquired the Property.

DocuSign Envelope ID: AD87268A-2759-4BF0-AC6E-A4B3461DC844

If CCLBA has not yet acquired the Property, CCLBA's obligation to close on the Property is contingent upon CCLBA's acquisition of the Property prior to January 1, 2020 ("Acquisition Deadline"). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition Deadline, this Terms Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

11. Owner's Title Insurance Policy: At CCLBA's expense, CCLBA will deliver to Purchaser an ALTA owner's title insurance policy from a title company of CCLBA's choice ("CCLBA Title Policy"). At a reasonable time prior to Closing, CCLBA will deliver to Purchaser (or Purchaser's attorney) a commitment for a CCLBA Title Policy. If Purchaser elects to obtain a title insurance policy from a title company of Purchaser's choice, all costs of escrow, title services and policy premiums shall be paid by Purchaser. All costs of any lender's policy, including all costs of escrow, title services and policy premiums, shall be paid by Purchaser

12. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place at a mutually agreeable time within sixty (60) days of the Purchase Agreement's Effective Date, at offices the title company of CCLBA's choice, unless otherwise agreed to by the Parties ("Title Company"). If Closing takes place at CCLBA's preferred Title Company, CCLBA shall pay all escrow and settlement fees associated with Closing, except any fees related to any lender's policy.

    The 60-day closing period will be extended only at CCLBA's discretion. Any extension request must be in writing and must detail the reasons that the extension is necessary. Extensions are disfavored and will not be granted except when unforeseeable conditions arise that could not have been avoided through Purchaser's diligence. A $50 per diem will be charged to Purchaser on transactions extended beyond the initial 60-day closing period.

13. Misrepresentations: Any misrepresentation by Purchaser to CCLBA in securing CCLBA's agreement to sell the Property to Purchaser, execute this term sheet, or execute the Purchase Agreement, including but not limited to any misrepresentation regarding how the transaction will be funded, will be grounds for CCLBA's termination of this transaction. Upon discovery of any such misrepresentation, CCLBA will have the discretion to terminate the transaction without returning Purchaser's Application Fee.

14. Survey: CCLBA will provide a survey for the Property if it has one in its possession, and Purchaser shall be responsible for the costs of any survey Purchaser obtains.

15. Transfer Taxes: Purchaser shall pay the costs of any transfer tax due on the sale and designated as Purchaser's cost by the municipality.

16. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:

    X Keep and maintain the current DAWGS system at the attached rates.

    ____ Discontinue and replace the DAWGS system.

    ____ Not applicable

17. Termination: Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. Is the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations

DocuSign Envelope ID: AD87268A-2759-4BF0-AC6E-A4B3461DC844

under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

By: Robert Rose
E027B7892A8B4DA...

Name: Robert Rose

Title: Executive Director

Agreed to as of 3/18/2021

Application Fee Received: _____

Purchaser: Village of Maywood

By: Willie Norfleet Jr

Name: Willie Norfleet Jr

Title: Village Manager

Agreed to as of 4-7-21

TAX DEED – SCAVENGER SALE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

No: 02704 Y

Case Number: 2019COTD000545

Preparer's Information (Name & Address):
Joel Knosher
Denzin Soltanzadeh LLC
190 S. LaSalle Street, Suite 2160
Chicago, Illinois 60603

2105410042

Doc# 2105410042 Fee $88.00

KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 02/23/2021 12:08 PM PG: 1 OF 3

TAX DEED PURSUANT TO §35 ILCS 200/21-260(c). COLLECTOR'S SCAVENGER SALE

At a **PUBLIC SALE OF REAL ESTATE** for the **NON-PAYMENT OF TAXES** for **THREE OR MORE YEARS, pursuant to §35 ILCS 200/21-260,** held in **Cook County** on July 14, 2017, the County Collector sold the real property identified by the **Property Identification Number of**: 15-14-203-019-0000 with **the ATTACHED Legal Description, and Commonly Referred to Address of**: 30 Madison St., Maywood, Illinois 60153. And the real property not having been redeemed from the sale, and it appearing that the holder of the Certificate of Purchase of said real property has complied with the laws of the State of Illinois, necessary to entitle her, him or it, to a Deed of said real property, as found and ordered by the Circuit Court of Cook County in Case Number: 2019COTD000545;

Furthermore, **I, KAREN A. YARBROUGH, County Clerk of the County of Cook, in the State of Illinois,** with an office located at **118 N. Clark Street, Rm 434, in Chicago, Illinois 60602,** in consideration of the premises and by virtue of the compiled statutes of the **State of Illinois** in such cases provided, grant and convey to the **GRANTEE: COUNTY OF COOK D/B/A COOK COUNTY LAND BANK AUTHORITY,** with a true post office address and residence of: 69 West Washington Street, Suite 2938, Chicago, Illinois 60602 and to his, hers, its of their heirs, successors and assigns, **FOREVER**, the above-referenced real estate, as described.

Finally, the following provision of the Compiled Statutes of the State of Illinois, §35 ILCS 200/22-85, is recited, as required by law:

"Unless the holder of the certificate purchased at any tax sale under this Code takes out the deed in the time provided by law, and records the same within one year from and after the time for redemption expires, the certificate or deed, and the sale on which it is based, shall, after the expiration of the one year period, be absolutely void with no right to reimbursement. If the holder of the certificate is prevented from obtaining a deed by injunction or order of any court, or by the refusal or inability for any court to act upon the application for a tax deed, or by the refusal of the clerk to execute the same deed, the time he or she is so prevented shall be excluded from computation of the one year period."

Given under my hand and seal, this 20TH day of March, in the year 2020

OFFICIAL SEAL OF COOK COUNTY:

KAREN A. YARBROUGH, COOK COUNTY CLERK Clerk of Cook County

EXEMPT UNDER THE PROVISIONS OF PARAGRAPH (D), SECTION (5) OF THE VILLAGE OF MAYWOOD REAL ESTATE TRANSFER TAX ORDINANCE.

AUTHORIZED SIGNATURE

1/26/21
DATE

THREE YEAR DELINQUENT SALE DEED

KAREN A. YARBROUGH – COUNTY CLERK OF COOK COUNTY, ILLINOIS

LEGAL DESCRIPTION FOR PROPERTY (OR ATTACHED IF MORE SPACE NEEDED):

PART OF LOT 1 AND LOT 3 IN VILLAGE OF MAYWOOD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 1 THAT PORTION CONDEMNED FOR ROAD PURPOSES IN CASE 02L60628, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 19 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 18.80 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS WEST, 111.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 05 SECONDS WEST, 209.03 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 326.10 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY,
ILLINOIS.

TAX DEED NUMBER:

No. 02704 Y

MAIL FUTURE TAX BILLS TO:

CCLBA
69 W. Washington Street, Suite 2938
Chicago, Illinois 60602

EXEMPTION LANGUAGE:

The foregoing Tax Deed is issued pursuant to §35 ILCS 200/21-260(e). Collector's Scavenger Sale is EXEMPT from all Real Estate Transfer Taxes pursuant to the Illinois Real Estate Transfer Tax Law §35 ILCS 200/31-45, subparagraph F, and Cook County Ordinance §93-0-27, paragraph F. Please sign and date below to attest to this claim on behalf of the submitter of the foregoing conveyance instrument.

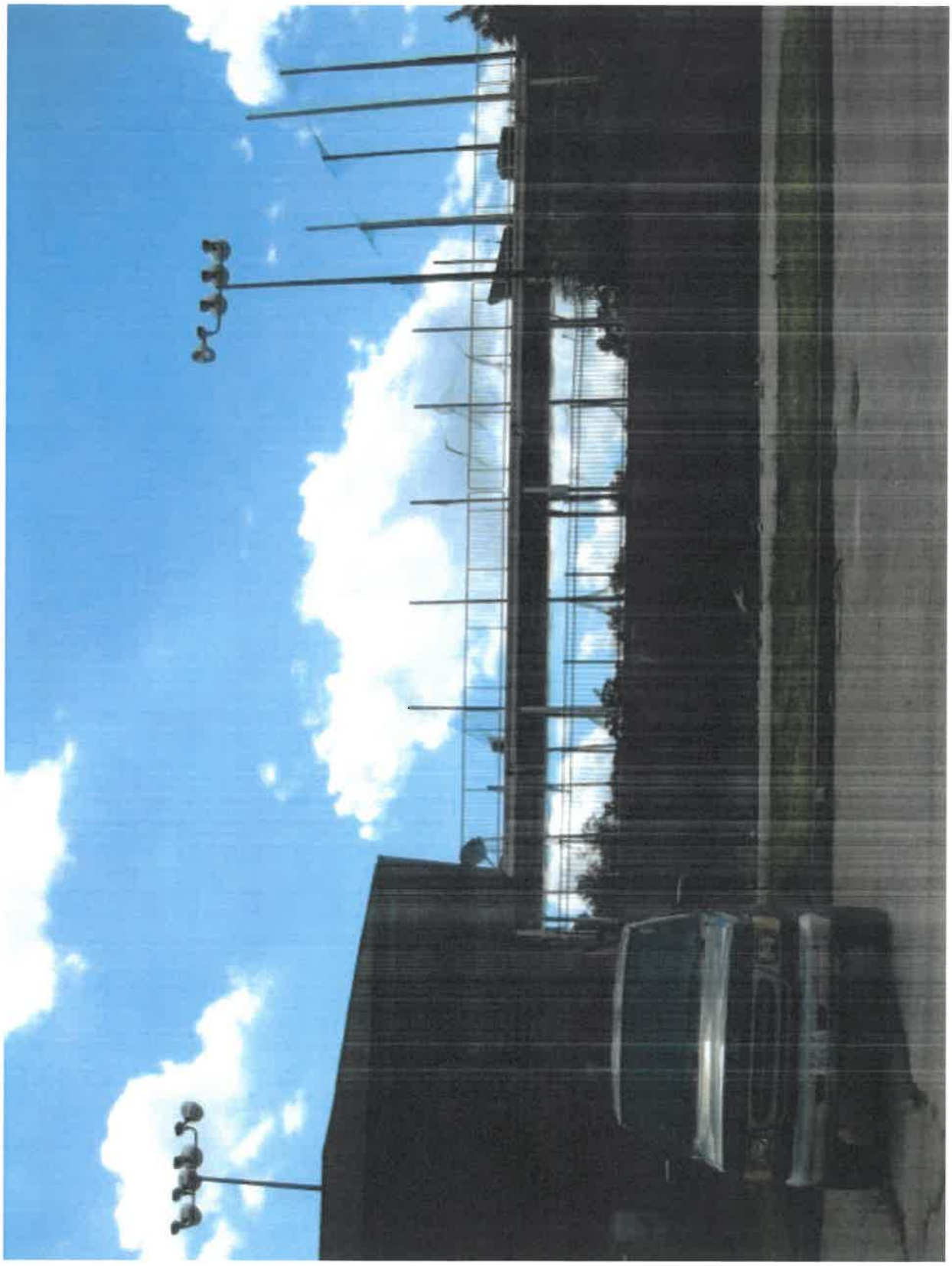
Printed Name	Signature	Date Signed
Caitlyn Sharrow		1/15/2021

PLEASE AFFIX MUNICIPAL TRANSFER STAMPS BELOW AS NECESSARY OR ATTACHED AS A SEPARATE PAGE

REAL ESTATE TRANSFER TAX		23-Feb-2021
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

15-14-203-019-0000 | 20210201634817 | 1-463-622-672

DocuSign Envelope ID: AD87268A-2759-4BF0-AC6E-A4B3461DC844



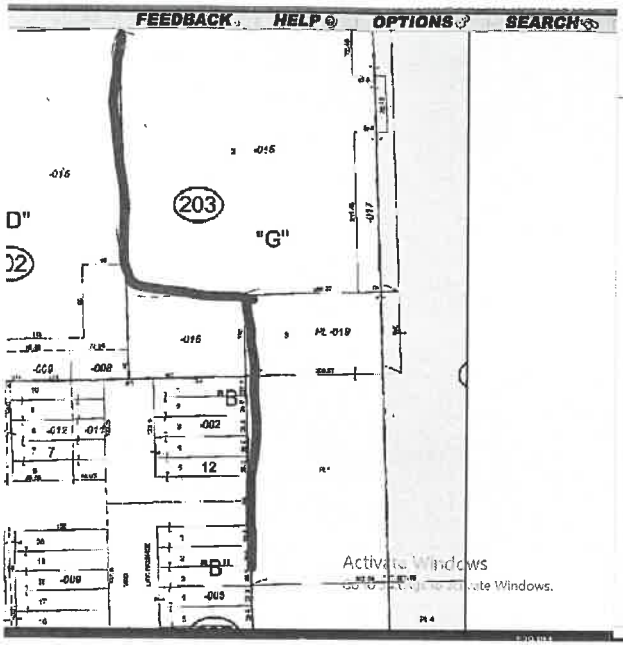


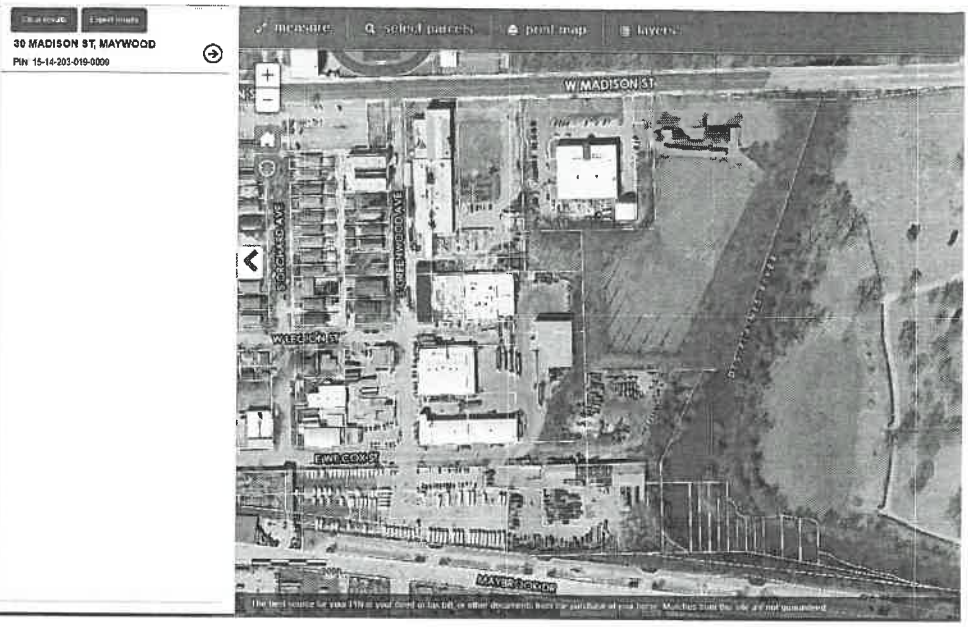
August 12, 2016

Re: DAWGS Rent Pricing for new owners of Cook County Land Bank properties.

One Month Rental Prices for currently installed DAWGS Security	
Door Guards, includes rent and removal	$100.00 per door guard
Window Guards, includes rent and removal	$15.00 per window guard

Please contact Bob Steinmetz, DAWGS Shared Services Manager, at (312) 881-9301 or bob@dawgsinc.com, with any questions.


FEEDBACK
HELP
OPTIONS
SEARCH
203
"G"
"B"
12
Activate Windows


30 MADISON ST, MAYWOOD
PIN 15-14-203-019-0000
measure
select parcels
print map
layers
W MADISON ST
S ORCHARD AVE
S FOREST GLEN AVE
W LEXINGTON ST
E WILCOX ST
MAYFIELD AVE





VILLAGE OF MAYWOOD
CHECK REQUEST FORM

CHECK RECIPIENT: **Cook County Land Bank Authority ("CCLBA")**

ADDRESS: **69 W. Washington, Suite 2938**

CITY/STATE/ZIP: **Chicago, IL 60602**

AMOUNT OF CHECK: **$7,500.00**

EXPENSE ACCOUNT: **Madison TIF: 72-33-82000**

TAX ID #

PURPOSE FOR REQUEST: **Acquisition Fee for conveyance of Deed to the Village of Maywood for the property located at 30 W. Madison PIN#15-14-203-019-0000. Property is being acquired by the Village for municipal purpose and use.**

SUBMITTING DEPARTMENT: **Community Development**

INDIVIDUAL SUBMITTING REQUEST: ***Angela Smith, Business Development Coordinator***

AUTHORIZATION: _____ *DATE* 4/13/21

FINANCE DIRECTOR: _____ *DATE*___/___/___

VILLAGE MANAGER: _____ *DATE*___/___/___

PLEASE ATTACH SUPPORTING DOCUMENTATION

Please hold check for pick-up.

APPROVED TO BE PAID
DATE: 4/13/2021
DEPT HEAD:
EXPENSE ACCT. 72-33-82000
PO#:

ADDITIONAL REQUEST _____

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021,

SUBJECT: Payment Approval, Fleet Services

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

Invoice	Date	Amount
69846446	01/31/2021	$16,306.26 ****this invoice was paid.**
70387130	02/28/2021	$19,027.78 ****this invoice was paid.**
70920543	03/31/2021	$18,457.52 ****this invoice was paid.**

RECOMMENDATION: It is recommendation that the total payments of $53,791.56 be approved for payment. The expense account to be charged: Various Departments.

Invoice Statement

INVOICE NUMBER: 69846446
ACCOUNT NAME: VILLAGE OF MAYWOOD (04)

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-653291-5	49600.00	31	JAN-31-2021	FEB-22-2021	30241.26

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
JAN-29-2021	Fuel Purchases	13870.02	
JAN-29-2021	Other Purchases		0.02
JAN-29-2021	Other Adjustments this Period	2436.26	

BALANCE INCLUDES PAST DUE AMOUNT
IF PAYMENT HAS BEEN MADE, PLEASE
DISREGARD THIS NOTICE.
PAST DUE ACCOUNTS ARE SUBJECT TO
SERVICE INTERRUPTION

Recommended To Be Paid

Dept.Head: William Kingsley

Expense Acct: _____

Date: 2-10-21 PO # _____

The Finance Charge is determined by applying a periodic rate of 7.99%

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

CURRENT PERIOD	ONE BILLING PERIOD PAST DUE	TWO BILLING PERIODS PAST DUE	THREE+ BILLING PERIODS PAST DUE	TOTAL DUE
16306.26	13935.00	0.00	0.00	30241.26

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
13935.00	0.00	16306.26	0.00	30241.26

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

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal

ACCOUNT NAME	VILLAGE OF MAYWOOD
ACCOUNT NUMBER	0496-00-653291-5
INVOICE NUMBER	69846446
BILL CLOSING DATE	JAN-31-2021
AMOUNT DUE	30241.26
AMOUNT ENCLOSED	
PAYMENT DUE DATE	FEB-22-2021

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

P.O. Box 639
Portland, ME 04104-0639

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

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

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

04960065329150000003024126 210222

Invoice Statement

INVOICE NUMBER: 70387130
ACCOUNT NAME: VILLAGE OF MAYWOOD (04)

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-653291-5	49800.00	28	FEB-28-2021	MAR-22-2021	19027.78

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
FEB-01-2021	Payment - Thank You		13935.00
FEB-25-2021	Payment - Thank You		16306.26
FEB-26-2021	Fuel Purchases	16279.93	
FEB-26-2021	Other Purchases	4.38	
FEB-26-2021	Other Adjustments this Period	2743.47	

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: Willie Norgen
Expense Acct:_____
Date:_____ PO #_____

The Finance Charge is determined by applying a periodic rate of 7.99%

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
30241.26	30241.26	19027.78	0.00	19027.78

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

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal

ACCOUNT NAME	VILLAGE OF MAYWOOD
ACCOUNT NUMBER	0496-00-653291-5
INVOICE NUMBER	70387130
BILL CLOSING DATE	FEB-28-2021
AMOUNT DUE	19027.78
AMOUNT ENCLOSED	
PAYMENT DUE DATE	MAR-22-2021

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

P.O. Box 639
Portland, ME 04104-0639

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

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

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

049600653291500000019027781 210322

Invoice Statement

INVOICE NUMBER: 70920543
ACCOUNT NAME: VILLAGE OF MAYWOOD (04)

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-653291-5	49800.00	31	MAR-31-2021	APR-22-2021	37485.30

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
MAR-31-2021	Fuel Purchases	15860.05	
MAR-31-2021	Service Purchases	10.00	
MAR-31-2021	Other Purchases	17.59	
MAR-31-2021	Other Adjustments this Period	2569.88	

BALANCE INCLUDES PAST DUE AMOUNT
IF PAYMENT HAS BEEN MADE, PLEASE
DISREGARD THIS NOTICE.
PAST DUE ACCOUNTS ARE SUBJECT TO
SERVICE INTERRUPTION

Recommended To Be Paid

Dept.Head: Willie Nopper

Expense Acct: _____

Date: 4-14-21 PO # _____

The Finance Charge is determined by applying a periodic rate of 7.99%

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

CURRENT PERIOD	ONE BILLING PERIOD PAST DUE	TWO BILLING PERIODS PAST DUE	THREE+ BILLING PERIODS PAST DUE	TOTAL DUE
18457.52	19027.78	0.00	0.00	37485.30

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
19027.78	0.00	18457.52	0.00	37485.30

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

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal

ACCOUNT NAME	VILLAGE OF MAYWOOD
ACCOUNT NUMBER	0496-00-653291-5
INVOICE NUMBER	70920543
BILL CLOSING DATE	MAR-31-2021
AMOUNT DUE	37485.30
AMOUNT ENCLOSED	
PAYMENT DUE DATE	APR-22-2021

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

P.O. Box 639
Portland, ME 04104-0639

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

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

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

0496006532915000000374853O 210422

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Hancock Engineering

SPECIFIC ACTION REQUESTED: Payment approval of the invoices for engineering services rendered for the Village of Maywood Public Works Department.

Invoice	Amount	Description
21-0146	$17,492.00	Roosevelt Road Water Service Transfer Improvement
21-0183	$37,080.99	Washington Boulevard, Phase II Engineering
21-0237	$21,250.00	Warren Street CDBG Improvements – PY 2020
21-0238	$7,980.00	Madison Street Water Main Improvements (DCEO)

RECOMMENDATION: It is recommendation that the total payments of $83,802.99 be approved for payment. The expense account to be charged: Various Accounts.

Invoice No. 21-0146

February 16, 2021

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

ENTERED 3/2/21

President and Board of Trustees
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Attention: Mr. Willie Norfleet, Jr., Village Manager

Roosevelt Road Water Service Transfer Improvement
EHE File Number: 565-19-22805

ENGINEERING SERVICES RENDERED: during the period ending 01/31/2021

Construction Engineering Service related to providing construction observation, coordination of water main shutdowns, construction layout, and documentation of measured quantities.

Engineer-VI	5.0 Hours	@ $140.00	=	$700.00
Engineer-IV	77.0 Hours	@ 120.00	=	9,240.00
Engineer-II	95.0 Hours	@ 103.00	=	9,785.00
Total Labor				19,725.00
In Excess of Not-to-Exceed Amount				-2,233.00
Bill No. 13 and Final, Amount Requested				$17,492.00

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

Recap:	Construction
Previous	$36,708.00
Current	17,492.00
Total	$54,200.00

RECOMMENDED TO BE PAID
DATE: 3-1-21
DEPT HEAD: Willie Norfleet
EXPENSE ACCT: 73-33-52400
PO#

Edwin Hancock Engineering Company
9933 Roosevelt Road ◆ Westchester, IL 60154-2749 ◆ Phone: 708-865-0300 ◆ Fax: 708-865-1212 ◆ www.ehancock.com

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

February 26, 2021

RECOMMENDED TO BE PAID
DATE: 3-18-21
DEPT HEAD: Willie Norfleet
EXPENSE ACCT: 1-50-52400
PO# _____

President and Board of Trustee
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Attention: Mr. Willie Norfleet Jr., Village Manager

Washington Boulevard, Phase II Engineering
MFT 18-00130-00-PV / WOLN(497) / D-91-289-18
EHE File Number: 565-19-23101

ENGINEERING SERVICES RENDERED: during the period ending 01/31/2021

I. Direct Labor (DL)				
Previous	07/01/2020 - 12/31/2020			24,314.73
Current	1/01/2021 - 01/31/2021			7,884.19
Total DL			=	$32,198.92
II. Overhead - (OH)				
DL * 115.08%			=	$38,853.80
				$71,052.72
III. Fixed Fee -	$39,134.32	31.7355%	=	$12,420.93
IV. Services by Others-Current Invoice Copies Attached				
Previous: (Krisch Land Surveying)		$9,600.00		
Previous: (Gewalt Hamilton)		$13,959.43		
Current: (SantaCruz)		$16,400.00		
Total SBO			=	$39,959.43
TOTAL PROJECT COST				$123,433.08
Less Prevously Billed			-	86,352.09
BILL #5, Amount Requested				$37,080.99

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

Edwin Hancock Engineering Company
9933 Roosevelt Road ◆ Westchester, IL 60154-2749 ◆ Phone: 708-865-0300 ◆ Fax: 708-865-1212 ◆ www.ehancock.com

Invoice No. 21-0183
Page 2 of 2

Project: Washington Boulevard, Phase II Engineering
MFT 18-00130-00-PV/ WQLN (497) / C-91-289-18

Period: 01/01/2021 - 01/31/2021

EMPLOYEE	CLASSIFICATION	HOURS Regular	HOURS Overtime	RATE	DIRECT SALARIES
CLARK	ENGINEER-VI	42.00		$56.49	$2,372.58
PETERHANSEN	ENGINEER-VI	51.50		62.06	3,196.09
PROHASKA	ENGINEER-IV	32.00		37.79	1,209.28
GROMADA	ENGINEER-III	12.00		34.86	418.32
MARTIN	CAD-MGR	14.50		39.33	570.28
BURNS	CAD-I	5.50		21.39	117.64
		157.50			$7,884.19

Santacruz Land Acquisitions

222 Northfield Rd - Ste 201
Northfield, IL 60093
847.868.9620

2/15/2021

INVOICE #: 3173

Edwin Hancock Engineering
Bill Peterhansen
9933 Roosevelt Road
Westchester, IL 60154

JOB NO.: Village of Maywood

ROUTE: Washington Blvd

CONTRACT #: Agency: Maywood

DATE	Parcels Negotiated/Services/Expenses	QTY	RATE	AMOUNT
2/15/2021	Appraisals - Parcel #: 0001-4	4	2,900.00	11,600.00
2/15/2021	Review Appraisals - Parcel #: 0001-4	4	1,200.00	4,800.00

670

EDWIN HANCOCK ENGINEERING CO.

DATE 2-16-21

PROJECT NO. 565-19-23101

Thank you for allowing us to assist you in this project.

Total $16,400.00

Invoice No. 21-0237

March 30, 2021

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

President and Board of Trustees
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Attention: Mr. Willie Norfleet, Jr., Village Manager

Warren Street CDBG Improvements - PY 2020
EHE File Number: 565-20-24901

ENGINEERING SERVICES RENDERED: during the period ending 02/28/2021

Engineering Service related to performing field topographic survey and preparation of detailed plans.

Design Engineering Fee:		$42,500.00
On Account:		
50% of Design Engineering Fee	=	$21,250.00
Less Previously Billed	-	0.00
Bill No. 1, Amount Requested		$21,250.00

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

Recap:	Design
Previous	$0.00
Current	21,250.00
Total	$21,250.00

RECOMMENDED TO BE PAID
DATE: 4-12-21
DEPT HEAD: Willie Norfleet
EXPENSE ACCT: 1-50-52400
PO#

Edwin Hancock Engineering Company
9933 Roosevelt Road ◆ Westchester, IL 60154-2749 ◆ Phone: 708-865-0300 ◆ Fax: 708-865-1212 ◆ www.ehancock.com

Invoice No. 21-0238

March 30, 2021

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

ENTERED 4/12/21

President and Board of Trustees
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Attention: Mr. Willie Norfleet, Jr., Village Manager

Madison Street Water Main Improvements (DCEO)
EHE File Number: 565-21-01505

ENGINEERING SERVICES RENDERED: during the period ending 02/28/2021

Engineering Service related to preparing preliminary design engineering criteria and preliminary plans.

Design Engineering Fee:		$53,200.00
On Account:		
15% of Design Engineering Fee	=	$7,980.00
Less Previously Billed	-	0.00
Bill No. 1, Amount Requested		$7,980.00

cc: Ms. Lanya Satchell, Finance Director
Ms. Tanika Skipper, Accounts Payable

Recap:	Design
Previous	$0.00
Current	7,980.00
Total	$7,980.00

RECOMMENDED TO BE PAID
DATE: 4-12-21
DEPT HEAD: Willie Norfleet
EXPENSE ACCT: 72-33-52400
PO#

Edwin Hancock Engineering Company
9933 Roosevelt Road ◆ Westchester, IL 60154-2749 ◆ Phone: 708-865-0300 ◆ Fax: 708-865-1212 ◆ www.ehancock.com

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Mid-American Water

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #181564A dated 10/16/2020 for the purchase of hydrants/repair clamps.

RECOMMENDATION: It is recommendation that the total payments of $10,526.78 be approved for payment. The expense account to be charged: 41-52-62200.

MID-AMERICAN WATER, INC.
1500 MOUNTAIN
AURORA, IL 60505

Voice: 630-851-4500
Fax: 630-851-4789

INVOICE

Invoice Number: 181564A
Invoice Date: Oct 16, 2020
Page: 1

Bill To:	Ship to:
City of Maywood 40 Madison St. Maywood, IL 60153	City of Maywood 115 South 5th Avenue Maywood, IL 60153

Customer ID	Customer PO	Payment Terms	
may0001	Maywood	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
10	MAW TRUCK	10/16/20	11/15/20

Quantity	Item	Description	Unit Price	Amount
1.00	hyd-wb676mj	Red WB-67-250 Fire Hydrant - 6' Bury, MJ Shoe, Std. 3-Way	2,965.00	2,965.00
1.00	mjf-megadi6pak	6in DI Megalug Pack	47.00	47.00
5.00	vbcb-95e	95e Buffalo Box	119.00	595.00
4.00	scc-fs1724125cc4	Ford FS1 6in x 12.5in x 1incc Tapped Repair Clamp (6.84in-7.24in)	300.25	1,201.00
6.00	scc-fs172415	Ford FS1 6in x 15in Repair Clamp (6.84in-7.24in)	257.55	1,545.30
4.00	scc-fs172420	Ford FS1 6in x 20in Repair Clamp (6.84in-7.24in)	424.15	1,696.60
9.00	BR-Q2433-NL	Ford 3/4in XS Lead x 3/4in Comp. Copper Coupling *NL - 2 boxes	70.30	632.70
6.00	BR-Q3433-NL	Ford 3/4in XXS Lead x 3/4in Comp. Copper Coupling*NL - 2 Boxes	63.42	380.52
11.00	BR-B44333M-NL	Ford 3/4in Comp. Curb Stop *NL Call John 30 minutes prior to delivery 708-491-8842	133.06	1,463.66

#10,526.78

RECOMMENDED TO BE PAID
DATE: 3/2/21
DEPT HEAD: [signature]
EXPENSE ACCT: 41-52-62200
PO#

FREIGHT CHARGE	0.00	
	Subtotal	10,526.78
	Sales Tax	
	Total Invoice Amount	10,526.78
Check/Credit Memo No:	Payment/Credit Applied	
	TOTAL	**10,526.78**

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CEF TO US VIA FAX OR MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Municipal Employee

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #0688 dated 03/03/2021 for health and dental insurance for the month of March & April 2021.

Invoice	Date	Amount	
0682	01/30/2021	$104,040.85	****this invoice has been paid.**
0688	03/03/2021	$105,354.41	****this invoice has been paid.**

RECOMMENDATION: It is recommendation that the total payments of $209,395.26 be approved for payment. The expense account to be charged: 01-19-58000.

Invoice

MUNICIPAL EMPLOYEE V.E.B.A. TRUST

770 North Church Road
Suite H
Elmhurst, Illinois 60126

Date	Invoice #
1/30/2021	0682

Bill To

Village of Maywood
LaSondra Banks
40 Madison Street
Maywood, IL 60153

RECOMMENDED TO BE PAID
DATE: 2/19/21
DEPT HEAD: LaSondra Banks
EXPENSE ACCT: 01-19-58000
PO#

Description	Amount
WOZNICZKA, CHRISTOPHER - PPO/ES - DENTAL	107.94
ZIMMERMAN, DAN - PPO/E - DENTAL	49.49
Total	$104.040.85

MUNICIPAL EMPLOYEE V.E.B.A. TRUST

770 North Church Road
Suite H
Elmhurst, Illinois 60126

Invoice

Date	Invoice #
3/3/2021	0688

Bill To
Village of Maywood LaSondra Banks 40 Madison Street Maywood, IL 60153

RECOMMENDED TO BE PAID
DATE: 3/9/21
DEPT HEAD: LaSondra Banks
EXPENSE ACCT: 01-19-58000
PO#

Description	Amount
WOZNICZKA, CHRISTOPHER - PPO/ES - DENTAL	107.94
ZIMMERMAN, DAN - PPO/E - DENTAL	49.49
Total	$105,354.41

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Union Pacific Railroad Company

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice dated 09/27/19 for the Water Main Construction for City of Maywood.

RECOMMENDATION: It is recommendation that the total payments of $166,608.34 be approved for payment. The expense account to be charged: 41-52-87000.

UNION PACIFIC RAILROAD COMPANY

VILLAGE OF MAYWOOD
40 MADISON STREET
MAYWOOD, IL 60153

DATE ISSUED	09/27/2019
DUE DATE	10/27/2019
BILL NUMBER	302994551
CUSTOMER NO	
CUST REFERENCE	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION:

WATER MAIN CONSTRUCTION FOR CITY OF MAYWOOD

Responsible User: AAUD004
Prepared by:

BILL AMOUNT $375,270.75

~~$187,634.75~~
166,608.34

TO ASSURE PROPER CREDIT TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

BILL NUMBER	302994551
DATE ISSUED	09/27/2019
DUE DATE	10/27/2019
BILL AMOUNT	$375,270.75
CUSTOMER NO	
CUST REFERENCE	

RECOMMENDED TO BE PAID
DATE: 2-26-21
DEPT HEAD: Willie Voglert
EXPENSE ACCT: 41-52-87000
PO# _____

750734

REMS FileNet Cover Sheet

AUDIT NUMBER	285657
FOLDER NUMBER	0304431
CITY	MAYWOOD
STATE	IL
PARTY NAME	VILLAGE OF MAYWOOD
PRIMARY PURPOSE	Reimbursement Agreement
EFF. DATE	7/3/2017
MP START	10.2
MP END	10.76
PRIMARY CIRC7	NZ013
DESCRIPTION	Reimbursement Agreement
BOX NUMBER	0
BATCH	00

AUDIT 285657

Folder No. 3044-31

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT ("Agreement") is dated this 3rd day of July, 2017 ("Effective Date"), by and between VILLAGE OF MAYWOOD, an Illinois home rule municipal corporation ("Utility"), having a mailing address at 40 Madison Street, Maywood, Illinois 60153, and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR"), having a mailing address at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179.

RECITALS:

A. Six (6) underground water pipelines owned by Utility (individually, a "Pipeline" or collectively, "Pipelines") located at various locations on UPRR property in the Village of Maywood on UPRR's Geneva Subdivision in Cook County, State of Illinois, must be protected or, if necessary, removed or abandoned in place and a new line installed ("Work") to accommodate a project by UPRR to expand the capacity of its freight railroad. The size and approximate location of each of the Pipelines are described below:

Pipeline Size	Crossing Location	Nearest UPRR Milepost
10"	1st Avenue	10.20
10"	1st Avenue	10.20
12"	5th Avenue	10.57
12"	6th Avenue	10.63
6"	9th Avenue	10.76
20"	9th Avenue	10.76

B. Utility and UPRR agree that none of the Pipelines are documented by agreements between Utility and UPRR that govern Utility's operation, maintenance, modification, protection, relocation, repair or removal of the Pipelines at the Site, and Utility agrees it is responsible for the cost and expenses related to the Work.

C. In order to ensure expedited completion of the Work, UPRR has agreed to fund and perform, or have UPRR contractor(s) perform the Work, subject to reimbursement by Utility pursuant to the terms and conditions of this Agreement. Following UPRR's completion of the Work, Utility agrees to execute a separate license agreement for each of the modified Pipelines.

AGREEMENT:

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree as follows.

1. Project. Utility shall provide its plans and specifications for the Work on the Pipelines ("Plans") to UPRR by no later than February 28, 2017. If deemed necessary, in UPRR's sole discretion, Utility shall revise the Plans as needed to respond to any comments by UPRR on such Plans. UPRR shall then perform a physical inspection of the Pipelines, and Utility grants UPRR the right to perform

such physical inspection, to determine the scope of the modification(s) (e.g., protection, relocation or complete replacement) to be performed on each of the Pipelines to bring the Pipelines into compliance with UPRR's standards, specifications, and guidelines for pipelines located on UPRR's property ("Pre-Work Diligence"). UPRR will then communicate the results of the Pre-Work Diligence to Utility, which will be the basis for UPRR's performance of the Work in compliance with the Plans. Utility grants UPRR the right to perform the Work on the Pipelines. For purposes of clarity, Utility agrees that the Plans will not include any increase to the existing capacity or design of the Pipelines, unless agreed to in writing by UPRR. For purposes of this Agreement, UPRR's (i) performance of the Pre-Work Diligence, (ii) review and edit, if necessary, of the Plans, and (iii) performance and completion of the Work, will be collectively referred to as the "Project". Utility may, upon request and at Utility's expense, inspect the Work performed by UPRR on the Project; PROVIDED, HOWEVER, that Utility acknowledges that the necessity of any adjustments or modifications suggested by Utility will be determined in the sole discretion of UPRR. Notwithstanding anything to the contrary contained herein, UPRR's performance of the Work in accordance with the Plans is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that the Plans comply with any applicable codes or requirements or that the Pipelines are adequate for the purpose for which they were designed or installed. Further, UPRR makes no warranty whatsoever with respect to the Work performed on the Pipelines. Upon written request to UPRR's contractor, with copy to UPRR, such UPRR contractor shall (i) provide to Utility its standard warranties with respect to the Work performed on the Pipelines, and (ii) deliver to Utility all manufacturers' warranties for all installed pipes and related components, and the Work shall be performed by such contractor(s) in accordance with all applicable laws, codes and regulations and manufacturers' specifications. Immediately upon UPRR's completion of the Work, Utility shall be fully responsible for any and all further maintenance, repair, renewal, relocation, or removal of the Pipelines. UPRR's performance of the Work on the Pipelines shall constitute completion of UPRR's responsibilities with respect to the Pipelines, and Utility, its successors and assigns, hereby releases, acquits and forever discharge UPRR, its successors and assigns, from any and all claims, demands, causes of action, losses, liabilities, expenses, obligations, and rights of action (direct or derivative) of whatever kind or nature liquidated or unliquidated, known or unknown, whether fixed or contingent, which have accrued or may ever accrue, whether in law or in equity whether presently existing or hereinafter arising, in connection with or arising out of the Project.

2. Project Costs. Upon completion of the Project or upon UPRR's termination of this Agreement, Utility shall reimburse UPRR for all Project Costs actually incurred and documented by UPRR for the Project. For purposes of this Agreement, "Project Costs" are defined as costs of design review, flagging or special protective or safety measures, labor, materials, surveys, permits, equipment and machinery employed on the Project. Separate, detailed records shall be maintained by UPRR on all items and accounts which shall constitute the basis of information from which one or more invoices will be prepared that reflect the total amount of the Project Costs. UPRR shall provide the Utility with true and accurate copies of the invoice(s) and supporting records as they are finalized. The total cost of the Project is estimated to be One Million Dollars ($1,000,000.00) ("Estimated Cost"). UPRR agrees to provide written notice to Utility when UPRR becomes aware that Project Costs may or will exceed the estimate by more than ten percent (10%) of the Estimated Cost.

3. Reimbursement; Payment Schedule. Utility shall reimburse UPRR for all Project Costs, as set forth in this Agreement.

a. Payment Schedule. Upon substantial completion of the Project or the earlier termination of this Agreement, as applicable, UPRR shall have ninety (90) days to prepare a final invoice covering all Project Costs incurred by UPRR for the Project and submit the same to Utility. Within one (1) year of the Effective Date of this Agreement, Utility shall make its initial payment ("Initial Payment") in an amount equal to at least twenty percent (20%) of the final Project Costs (if final Project Costs are not then available, such payment shall be equal to 20% of the Estimated Cost, or $200,000.00). Thereafter, each successive payment will be on an annual basis, due by the anniversary of the date of the Initial Payment for each year for the next four (4) calendar years, and be equal to twenty percent (20%) of the final Project Costs. Notwithstanding anything to the contrary contained in the foregoing, the entire unpaid balance of Project Costs shall be included in the final annual installment payment by Utility. For example purposes only, if the Effective Date of this Agreement is February 1, 2017 and the Project Costs equal the Estimated Cost, then Utility's Initial Payment of $200,000.00 will be due by February 1, 2018. Utility would then be required to make payments of $200,000.00 by February 1, 2019, February 1, 2020, February 1, 2021, and February 1, 2022, respectively.

b. Prepayment. Utility shall have the right to prepay all or any part of the unpaid balance due to UPRR at any time without penalty.

4. Agreement; Modification. This Agreement is the only understanding by and between Utility and UPRR pertaining to the Project, and stand independent of any other agreements between the Parties and/or their affiliates. This Agreement may only be modified in writing executed by both Utility and UPRR.

5. Termination. UPRR may terminate this Agreement upon thirty (30) days prior written notice to Utility. In the event of such termination, Utility shall pay UPRR for all Project Costs incurred by UPRR as of the date of termination, subject to the requirements and limitations set forth in Section 2 and Section 3.

6. Applicable Law. This Agreement shall governed and controlled as to the validity, enforceability, interpretation, construction, effect in all other respects, including but not limited to, the legality of interest charged hereunder, by the statutory, laws and decisions of State of Nebraska. The laws of the State of Nebraska shall apply in all respects to matters related to the enforcement of this Agreement.

7. Execution of License Agreements; Quitclaim of Interest. Upon UPRR's completion of the Work, Utility and UPRR shall execute a separate Pipeline Crossing Agreement ("License Agreement") for each modified Pipeline, which will be done on UPRR's then-current form of License Agreement in effect at the time the Work is completed. The current form of License Agreement as of the Effective Date of this Agreement is attached hereto as Exhibit A and made a part hereof. Following UPRR's performance and completion of the Work, and to the extent UPRR's modification work requires any of the Pipelines be moved to a location different than that Pipeline's location as set forth on the Plans ("Original Pipeline Location"), then Utility shall quitclaim to UPRR any and all interest in and to any real property outside of the Original Pipeline Location required for the modified Pipelines. UPRR and Utility agree to execute any and all documents required to effectuate such quitclaim of interest.

8. Severability. Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.

9. Force Majeure. If either Party shall be prevented or delayed from punctually performing any obligations or satisfying any conditions under this Agreement by reason of any act of God, enemy action, strikes, lockouts, insurrection, sabotage, fire or other casualty, then the time to perform such obligation or satisfy such condition shall, upon notice given by the affected Party as set forth below, be extended on a day-to-day basis for the period of the delay caused by such event. The Party affected by the force majeure event shall promptly give written notice of the event or circumstance to the other Party, but in no event later than five (5) business days after the affected Party has knowledge of the event or circumstance, specifying the nature of the delay, and the probable extent of the delay, if determinable. If such notice is duly given, the time for performance hereunder shall be extended for such period of delay as may be both reasonable and necessary due to said event, unless the other Party disputes the claim of force majeure. This paragraph shall not apply to the inability to pay any sum of money due hereunder or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose.

10. Waivers. Utility waives presentment for payment, demand, protest, notice of non-payment, protest of non-payment and consent to any and all renewals, extensions or modifications which might be made by UPRR as to the time of payment under this Agreement, from time to time.

11. Binding Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

12. No Third Party Beneficiary. This Agreement is made and acquired solely for the benefit of UPRR and Utility, and their respective successors and permitted assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

13. Authority. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and in so doing, to bind such Party hereto.

14. Waiver of Jury Trial. THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR ANY INSTRUMENT, OR ANY OTHER RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY

RESPECT OR RELINQUISHED BY ANY PARTY HERETO, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

15. Records; Audit. UPRR shall maintain records relative to all of the Work performed in regard to the Utility's Pipelines and records in regard to the payment to contractor(s) and supplier(s) for such Work, and shall permit Utility to inspect and audit all such records upon written request. The records shall include all invoices, billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Work in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon written request by Utility, the records shall promptly be made available to Utility or its auditors during normal business hours during the term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the UPRR to Utility at a reasonable per page photocopy expense or in an electronic or digital format at no charge.

16. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Parties must maintain and make available to the other parties, upon request, their records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by Utility to any FOIA request, UPRR agrees to provide all requested records within five (5) business days of a request being made by Utility. In regard to any FOIA request for records, Utility and UPRR agree to cooperate in asserting any proper exemptions available under FOIA.

17. Compliance with Laws. UPRR, and its employees, contractor(s) and sub-contractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, the Village of Maywood. In the event that UPRR, or its employees, contractor(s)and sub-contractors, in performing the Work are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then UPRR shall indemnify and hold Utility harmless, and pay all amounts determined to be due from Utility from such non-compliance by the UPRR, including, but not limited to fines, costs, attorneys' fees and penalties.

18. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, UPRR agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).

19. Preference To Veterans Act Compliance. UPRR will comply with the Preference to Veterans Act (330 ILCS 55).

20. Patriot Act Compliance. To the best of its knowledge, UPRR represents and warrants to Utility that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. To the best of its knowledge, UPRR further represents and warrants to Utility that UPRR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. UPRR agrees to defend, indemnify and hold harmless Utility, its corporate authorities, and all elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

21. The Parties to this Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

    a. Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

    b. Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as

amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

c. No Collusion. UPRR represents and certifies that UPRR is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by Utility, unless UPRR is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. UPRR represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to Utility prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that UPRR has, in procuring this Agreement, colluded with any other person, firm or corporation, then UPRR shall be liable to Utility for any loss or damage that Utility may suffer, and this Agreement shall, at Utility's option, be null and void.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

VILLAGE OF MAYWOOD,
an Illinois home rule municipal corporation

By: Edwenna Perkins
Printed Name: Edwenna Perkins
Title: Mayor
Date: 5-17-2017

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Tony K Love
Printed Name: TONY K. LOVE
Title: Assistant Vice President - Real Estate
Date: 7/3/2017

EXHIBIT A

UPRR'S FORM OF PIPELINE CROSSING AGREEMENT
CURRENT AS OF _____

(TO BE ATTACHED)

Pipeline Crossing 080808
Last Modified: 03/29/10
Form Approved. AVP-Law



Folder No. _____

PIPELINE CROSSING AGREEMENT

Mile Post: _____, Geneva Subdivision
Location: Maywood, Cook County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2017, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **VILLAGE OF MAYWOOD**, an Illinois home rule municipal corporation to be addressed at 40 Madison Street, Maywood, Illinois 60153 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. **LICENSOR GRANTS RIGHT.**

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

One _____ inch diameter pipeline for transporting and conveying water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. **CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 3. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including

initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 4. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 5. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Manager – Real Estate

VILLAGE OF MAYWOOD

By: _____

Name Printed: _____

Title: _____

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall

include all assignable costs.

D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. **NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work by calling the Response Management Communication Center (RMCC) at 888-877-7267. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Eric Schierholz
Manager Track Maintentenance
Phone: (708) 649-5374
Email: ejschein@up.com

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other

special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.

D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. **IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL: TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. **AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
(ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.

(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.

(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).

(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.

(v) Before stepping over or crossing tracks, look in both directions first.

(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Village of Melrose Park

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoices for water services provided 01/20/2021-02/19/2021 from the Village of Melrose Park.

Account	Date	Amount
422000-001	01/20/2021-02/19/2021	$30,680.44
422001-001	01/20/2021-02/19/2021	$31,642.66

RECOMMENDATION: It is recommendation that the total payments of $62,323.10 be approved for payment. The expense account to be charged: 41-55-57301.

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

Ronald M. Serpico
Mayor

ACCOUNT MNUMBER	SERVICE DATES
422000-001	01/20/2021
USE OF MAIN E	02/19/2021

RETAIN THIS STUB FOR YOUR RECORDS

CURRENT READ	CONSUMPTION	
203,820	55,480	
Previous Balance		78,469.92
Penalties		310.45
Adjustments		0.00
Payments Received		(62,787.62)
Balance at Billing		15,992.75
WATER		30,680.44
Total Due		46,673.19

Pay water bills online at www.melrosepark.org

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT #	AMOUNT DUE
422000-001	46,673.19
DUE DATE	AFTER DUE DATE
04/01/2021	46,979.99

04/01/2021 46,979.99

Recommended To Be Paid

Dept.Head: [signature]

Expense Acct: 41-55-57301

Date:_____ PO #_____

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

Ronald M. Serpico
Mayor

ACCOUNT MNUMBER	SERVICE DATES
422001-001	01/20/2021
USE OF MAIN W	02/19/2021

RETAIN THIS STUB FOR YOUR RECORDS

CURRENT READ	CONSUMPTION	
309,770	57,220	
Previous Balance		37,750.57
Penalties		317.42
Adjustments		0.00
Payments Received		0.00
Balance at Billing		38,067.99
WATER		31,642.66
Total Due		69,710.65

Pay water bills online at www.melrosepark.org

Village of Melrose Park

P.O. Box 1506 • Melrose Park, IL 60161-1506
708-343-4000, Ext. 4435 • FAX 708-343-8015

PLEASE RETURN THIS STUB WITH PAYMENT

ACCOUNT #	AMOUNT DUE
422001-001	69,710.65
DUE DATE	AFTER DUE DATE
04/01/2021	70,027.08

04/01/2021 70,027.08

Recommended To Be Paid
Dept.Head: Willie Maxwell
Expense Acct: 41-55-57301
Date:_____ PO #_____

VILLAGE OF MAYWOOD
40 MADISON ST
MAYWOOD, IL 60153

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Wigits Truck Center

SPECIFIC ACTION REQUESTED: Payment approval of the attached invoice #110326 dated 08/25/2020 for the repair/parts/labor/service to unit 2116 for the Village of Maywood Public Works Department.

RECOMMENDATION: It is recommendation that the total payments of $6,730.69 be approved for payment. The expense account to be charged: 01-50-51300.

WIGIT'S TRUCK CENTER INC
6 NORTH 2ND AVENUE
MAYWOOD IL USA 60153
Phone #:(708) 681-0230
Fax #: (708) 450-1020

Invoice Number: 110326
Tag Number: 2116
Date and Time In: 8/25/2020 - 10:26 AM
Date and Time Out: 10/6/2020 - 8:43 AM
Promised Date - Time: 8/25/2020 - 10:26 AM
Cashed Out Date: 10/6/2020 - 9:13 AM
Date Appointment Initiated: 8/25/2020
Service Advisor: (010) LOUIS ROPPO

MAYWOOD PUBLIC WORKS
40 MADISON PLAZA
MAYWOOD IL 60153

S169 Home: (708) 450-4482 Work: (708) 223-0895 Cell: (224) 500-1986 Fax: (708) 450-4811
jwest2@maywood-il.org;obrown@maywood-il.org;tskipper@maywood-il.org

Veh Info: 2116 07 NEW HOLLAND W130.B
Serial Numbers: N8F205197
In-Srv: **Miles/Hrs In:** 9506 **Out:** 9506 **Plate #:**

Repair	Hrs	VIN	Requested Repair Description	Mech #	Type	Labor	Discount	Total
1	16.00	8F205197	REPAIR LEAK IN FT DIFFO / R & R FT HUBS TO RESEAL BRAKES & DIFFO / INSTALL PARTS LISTED / REPAIR 1 HUB /	010	Retail	$1,632.00	$0.00	$1,632.00
2	4.00	8F205197	REPAIR ALL LIGHTS / REWIRE INSTALL NEW STROBE	014	Retail	$408.00	$0.00	$408.00
3	2.00	8F205197	INSTALL MISSING CUTTING EDGE BOLTS	014	Retail	$204.00	$0.00	$204.00

Repair	Part #	Description	Qty	Selling Price	Extended Discount	Extended Price
1	B17778	TRANSAXLE FLUID	1.00	$371.80	$0.00	$371.80
1	16277	MACHINE SHOP LABOR	1.00	$315.00	$0.00	$315.00
1	84150634	SEAL RING	2.00	$640.20	$0.00	$1,280.40
1	48056325	RING	2.00	$238.20	$0.00	$476.40
1	8605314	SEAL	2.00	$270.60	$0.00	$541.20
1	8605315	SEAL	2.00	$237.60	$0.00	$475.20
1	47728955	ORING	2.00	$33.60	$0.00	$67.20
1	87743205	ORING	2.00	$127.20	$0.00	$254.40
1	8603674	ORING	2.00	$38.40	$0.00	$76.80
1	84407033	ORING	2.00	$27.00	$0.00	$54.00
1	SS	SHOP SUPPLIES	1.00	$150.00	$0.00	$150.00
2	SL501A	STROBE LIGHT	1.00	$180.00	$0.00	$180.00
2	1770	WIRE LOOM	1.00	$38.85	$0.00	$38.85
2	STP131H	TERMINAL	5.00	$1.92	$0.00	$9.60

Pay Type	CC #	Amount
OA		$6,730.69

Signature:_____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT

Cashed Out By: (009) BARBARA ROPPO
Cash Out Date: 10/6/2020
Cash Drawer: 001

Parts Total:	$4,486.69
Core Total:	$0.00
Freight Total:	$0.00
Sublet Total:	$0.00
Labor Total:	$2,244.00
- Labor Discount:	$0.00
Other Charges:	$0.00
Shop Supplies:	$0.00
Sub Total:	$6,730.69
- Parts Discount:	$0.00

Ext Price:	$6,730.69
Sales Tax:	$0.00
Total:	$6,730.69
- Deductible:	$0.00
- Deposits:	$0.00
Amount Due:	$6,730.69

WIGIT'S TRUCK CENTER INC
6 NORTH 2ND AVENUE
MAYWOOD IL USA 60153
Phone #:(708) 681-0230
Fax #: (708) 450-1020

Invoice Number: 110326
Tag Number: 2116
Date and Time In: 8/25/2020 - 10:26 AM
Date and Time Out: 10/6/2020 - 8:43 AM
Promised Date - Time: 8/25/2020 - 10:26 AM
Cashed Out Date: 10/6/2020 - 9:13 AM
Date Appointment Initiated: 8/25/2020
Service Advisor: (010) LOUIS ROPPO

REPRINT

MAYWOOD PUBLIC WORKS
40 MADISON PLAZA
MAYWOOD IL 60153

S169 Home: (708) 450-4482 Work: (708) 223-0895 Cell: (224) 500-1986 Fax: (708) 450-4811
jwest2@maywood-il.org;obrown@maywood-il.org;tskipper@maywood-il.org

Veh Info: 2116 07 NEW HOLLAND W130.B
Serial Numbers: N8F205197
In-Srv: **Miles/Hrs In:** 9506 **Out:** 9506 **Plate #:**

2	10287074	CONNECTOR	1.00	$10.32	$0.00	$10.32
3	1090002900	BOLT	6.00	$21.36	$0.00	$128.16
3	0-91180-208-0	NUT	6.00	$9.56	$0.00	$57.36

$6,730.69

RECOMMENDED TO BE PAID
DATE: 2/25/21
DEPT HEAD:
EXPENSE ACCT: 01-50-57300
PO#

Pay Type	CC #	Amount
OA		$6,730.69

Signature: _____

I AGREE TO PAY THE ABOVE TOTAL AMOUNT

Cashed Out By: (009) BARBARA ROPPO
Cash Out Date: 10/6/2020
Cash Drawer: 001

Parts Total:	$4,486.69
Core Total:	$0.00
Freight Total:	$0.00
Sublet Total:	$0.00
Labor Total:	$2,244.00
- Labor Discount:	$0.00
Other Charges:	$0.00
Shop Supplies:	$0.00
Sub Total:	$6,730.69
- Parts Discount:	$0.00

Ext Price:	$6,730.69
Sales Tax:	$0.00
Total:	$6,730.69
- Deductible:	$0.00
- Deposits:	$0.00
Amount Due:	$6,730.69

REPRINT

Village of Maywood
Interdepartmental Memorandum

TO: Village Mayor and Board of Trustees

FROM: Willie Norfleet, Village Manager

DATE: April 14, 2021

SUBJECT: Payment Approval, Accu-tron Computer Service

SPECIFIC ACTION REQUESTED: Payment approval of the invoice dated #INV212042 for computer consulting services for the month of April 2021.

RECOMMENDATION: It is recommendation that the total payments of $6,300.00 be approved for payment. The expense account to be charged: 01-18-51700.

AccuTron Systems, Inc.

125 N. Halsted Street
Suite 303A
IL 60661

Invoice

Date	Invoice #
4/13/2021	212042

Bill To
Village of Maywood 40 Madison Street Maywood, IL 60153

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Computer Consulting Service for the Month of April 13, 2021	6,300.00	6,300.00
	Computer Consulting Services for the week ending April 9, 2021		
	Computer Consulting Services for the week ending April 16 2021		
	Computer Consulting Services for the week ending April 23, 2021		
	Computer Consulting Services for the week ending April 30, 2021		

Recommended To Be Paid
Dept.Head: Willie Norflus
Expense Acct: _____
Date: 4-19-21 PO # _____

	Total	$6,300.00

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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: **April 14, 2021**

RE: **Ordinance Amending Section 70.22 (License Fees) of the Maywood Village Code Relative to Vehicle Sticker Costs**

Per the request of Finance Director Lanya Satchell, I have enclosed the following document for your review, consideration and action at an upcoming Village Board Meeting:

ORDINANCE AMENDING SECTION 70.22 (LICENSE FEES)
OF THE MAYWOOD VILLAGE CODE RELATIVE TO VEHICLE STICKER COSTS

The enclosed Ordinance approves certain amendments to the Annual License Fee/Applicable Late Fee table set forth at Subsection 70.22(B) (Fees) of Section 70.22 (License Fees) of the Maywood Village Code to adjust the maximum total annual vehicle sticker fee, including late fees, from $50.00 to $60.00. Approval of this amendment will conform the Village Code to the current practices of the Village in imposing vehicle sticker late fees.

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.)

DRAFT: 4-14-2021
(additions to existing text marked with underlining;
deletions to existing text marked using ~~strikethrough~~)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 70.22 (LICENSE FEES) OF THE MAYWOOD VILLAGE CODE RELATIVE TO VEHICLE STICKER COSTS

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

WHEREAS, Section 8-11-4 of the Illinois Municipal Code (65 ILCS 5/8-11-4) authorizes municipalities to impose a license fee on the owners of vehicles registered within the Village. The Village Finance Director recommends the approval of certain amendments to the Annual License Fee/Applicable Late Fee table set forth at Subsection 70.22(B) (Fees) of Section 70.22 (License Fees) of the Maywood Village Code to adjust the maximum total annual vehicle sticker fee, including late fees, from $50.00 to $60.00 (the "Code Amendments"); and

WHEREAS, at a public meeting, the President and Board of Trustees of the Village of Maywood reviewed and considered the Village Finance Director's recommendation, heard input from the public and accepted the Village Finance Director's recommendation to approve the Code Amendments; and

WHEREAS, pursuant to home rule authority and the applicable provisions of the Illinois Municipal Code, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the health, welfare and safety of the Village, its residents, property owners, business owners and the public to approve the Code Amendments as set forth below.

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: Subsection 70.22(B) (Fees) of Section 70.22 (License Fees) of the Maywood Village Code is amended to read in its entirety as follows:

"(B) *Fees.*

ANNUAL LICENSE FEES

Basic Fees

All motor vehicles	$30
Recreational vehicle	$30

Motor driven tricycles, scooters, and mopeds	$25
Dealers plate	$25
School and church buses	$25
Trucks: (based on gross)	
A – 3,000 lbs. or less	$25
B – 3,001 to 8,000 lbs.	$30
C – 8,001 to 10,000 lbs.	$35
D – 10,001 to 12,000 lbs.	$40
E – 12,001 to 14,000 lbs.	$45
F – 14,001 to 16,000 lbs.	$50
G – 16,001 to 20,000 lbs.	$55
H – 20,001 and over	$60

APPLICABLE LATE FEES

Within 30 days of final due date	Add $15
More than 30 days past final due date	Add $15~~25~~ ($60~~50~~ maximum total fee)"

The text of the remainder of subsection 70.22(B)(1 through 4), shall remain as-is.

SECTION 3: To the extent necessary, all tables of contents, indexes, headings and internal references or cross-references to sections contained in the Maywood Village Code shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the provisions set forth above in this Ordinance, all Chapters and Sections of the Maywood Village Code shall remain in full force and effect.

SECTION 7: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021.

_____
Edwenna Perkins, Village President

ATTEST:

_____
Viola Mims, Village Clerk

This Ordinance was published by me in pamphlet form on the ___day of _____, 2021.

_____
Viola Mims, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 70.22 (LICENSE FEES) OF THE MAYWOOD VILLAGE CODE RELATIVE TO VEHICLE STICKER COSTS

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

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

AYES:_____

NAYS:_____

ABSENT:_____

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

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

_____
Viola Mims, Village Clerk

[SEAL]

WINTRUST
COMMERCIAL BANKING
AT WHEATON BANK & TRUST COMPANY

CONFIDENTIAL

SUMMARY OF DISCUSSION PURPOSES TERM SHEET
December 11th, 2020

Maywood Equity Group LLC
745 McClintock Dr.
Burr Ridge, IL 60527
Attn: Charlie H. Walsh, Jr., Bill Paul & Brett Paul

Thank you for the opportunity to review and consider financing for the subject loan.

I am pleased to present you on behalf of Wheaton Bank & Trust Company, a subsidiary of Wintrust Financial Corporation ("the Bank,") with a discussion purposes term sheet detailing the conditions under which we may provide a loan to finance the referenced credit facility. This summary of terms and conditions is provided for discussion purposes only, based on the data received from you and not fully underwritten by the Bank. This letter is not and will not be construed by anyone (in part or in whole) to be a commitment on the part of you or of the Bank to provide the financing requested.

BORROWER:	Maywood Equity Group LLC
FACILITY :	Facility amount limited by the lesser of: 1. $2,475,000 2. 70% of the Project Cost approved by the bank. 3. 70% of the stabilized value based on Bank approved appraisal.
PROJECT:	Combined acquisition and development of three (3) projects, detailed as follows: one (1) multi-tenant retail building and one (1) single tenant use building with drive-up BOTH located at the NW corner of 1st Avenue & Lake Street (PARCEL A) AND one (1) single tenant use building with drive-up located at 1st Avenue & Ohio Avenue, (PARCEL C) all in Maywood, IL 60153 (the "Subject Property").
PURPOSE:	The purpose of the Facility is to provide debt capital for the purchase and development of the Subject Property.
INITIAL TERM:	Initial term shall be up to 24 months from closing.
LOAN FEES/EXPENSES:	50 bps of the total loan facility. All out of pocket expenses to be paid by the Borrower.

CONFIDENTIAL

SOURCES & USES PROJECT BUDGET:

Equity structure proposed by Borrower is subject to Bank approval.

PROJECT CAPITALIZATION / BUDGET SUMMARY / SOURCES & USES

SOURCES			
DESCRIPTION	$	$ PSF	%
Debt Structure	$2,475,000	$227.06	70%
Equity Structure	$1,058,820	$97.14	30%
TOTAL SOURCES	$3,533,820	$324	100%

USES					Land SF:	45,698	Building SF:	10,900
DESCRIPTION	TOTAL $	$ FUNDED VIA EQUITY	$ FUNDED VIA DEBT	$ PSF	% of TOTAL			
Land and Acquisition Costs	**$448,700**	**$448,700**	**$0**	**$10**	**13%**			
Construction Costs	$982,000	$0	$982,000	$90	28%			
Tenant Improvements	$0	$0	$0	$0	0%			
Site Work	$700,420	$360,000	$510,420	$64	20%			
FF&E Costs	$0	$0	$0	$0	0%			
Other Hard Costs	$0	$0	$0	$0	0%			
Hard Cost Contingency	$70,000	$0	$70,000	$6	2%			
Total Hard Costs	**$1,752,420**	**$360,000**	**$1,562,420**	**$161**	**50%**			
Development Management Fee	$190,000	$0	$190,000	$17	5%			
Real Estate Taxes	$0	$0	$0	$0	0%			
Other Soft Costs	$632,700	$250,120	$212,580	$58	18%			
Soft Cost Contingency	$330,000	$0	$330,000	$30	9%			
Interest Reserve	$180,000	$0	$180,000	$17	5%			
Operating Reserve	$0	$0	$0	$0	0%			
Total Soft Costs	**$1,332,700**	**$250,120**	**$912,580**	**$122**	**38%**			
TOTAL USES	$3,533,820	$1,058,820	$2,475,000	$324	100%			

INTEREST RATE:

Floating 30-day Libor + 300bps, with a 75bps LIBOR floor (effectively 3.75% as of 12/11/20).

CONDITIONS PRECEDENT:
(Usual and customary for a facility of this nature, including but not limited to)

- **Pre-Leasing:** *All current leases must remain enforceable*
- Prior to closing, Bank to review and approve executed tenant leases. Lender may require an SNDA and Estoppel in form and content reasonably acceptable to Lender.
- **Equity:** All required equity shall be contributed in whole before any loan proceeds are funded.
- **Guarantor Financials:** Guarantor must deliver current and acceptable financial statements to the Bank. Guarantor liquidity to be verified prior to closing.
- **Zoning & Plan Commission Approvals:** Evidence of all necessary zoning and plan commission approvals prior to closing.
- **Appraisal:** A FIRREA-conforming appraisal performed by the Bank approved MAI appraiser that is satisfactory to the Bank must be received prior to closing and must support a loan as per the requirements in the Facility section of this letter. The appraisal shall demonstrate verification of revenue and expense levels satisfactory to Bank.
- **Environmental Reports**, acceptable to the Bank, shall be provided for the subject Project.
- **Environmental Indemnity**: The Borrower/Guarantor shall indemnify, pay and hold harmless the Lender against any loss, liability, cost, or expense incurred in respect to the financing completed hereby, the use or proposed used of the proceeds hereof or any loss incurred as a result of environmental issues.
- **Title Insurance,** Borrower shall provide acceptable Mortgagee Title Insurance for the property from a title company acceptable to the Bank.
- **ALTA Survey,** Borrower shall provide the Bank with a current survey in form and content acceptable to the Bank and Title Company.
- **Property Insurance** shall be provided on the property acceptable to Bank.
- **Expenses**: In addition, the Borrower agrees to pay all out of pocket expenses incurred by the Bank during the due diligence, issuance, closing and

administration process of the facility including, but not limited to appraisal reports, environmental reports, legal fees, documentation, title work (including insurance), survey, filing fees, and any other costs typical for a transaction of this type; these fees will be due and payable by the Borrower, whether or not the transaction is completed.

- **Documentation**: The facility shall be closed on documents prepared by Bank's counsel. The Bank and its counsel shall approve all loan and related documents. The Borrower will also provide the Bank with the organizational chart of Borrower, a copy of executed ownership documents and any other company documents that are required by the Bank.
- **Total Project:** Loan Terms are inclusive of both Parcel A & Parcel C together as one total project to be completed together.

CONFIDENTIALTY: This letter and the financing arrangement described herein are delivered with the understanding that neither this letter nor the substance of this commitment letter shall be disclosed by Borrower to anybody outside of its organization, other than those professional advisors who are already in a confidential relationship with the Borrower.

This summary of terms and conditions is provided for discussion purposes only, based on the data received from you and not fully underwritten by the Bank. This letter is not and will not be construed by anyone (in part or in whole) to be a commitment on the part of you or of the Bank to provide the financing requested.

Upon receipt, if you have any additional questions, please contact me at (630) 456-7860. We sincerely appreciate this opportunity discuss these financing terms with you.

John Koranda

John A. Koranda
Vice President
Wintrust Commercial Real Estate

BY: Maywood Equity Group LLC
Signed:
Name: Charles H. Walsh Jr.
Title: Partner
Date: December 12, 2020

September 23, 2020

Village of Maywood
Attn: David Myers
40 West Madison Street
Maywood, Illinois 60153

IEPA - DIVISION OF RECORDS MANAGEMENT
RELEASABLE

RE: 0311835110/Cook County
Maywood/West Suburban Auto Sales
Site Remediation/Technical

NOV 18 2020

REVIEWER: RDH

Dear Mr. Myers:

The Illinois Environmental Protection Agency (Illinois EPA) has completed review of the February 28, 2020 report titled *Response to Comments* (the Document). The Document, submitted by MHEnvironmental, Inc. on behalf of the Village of Maywood, was received by the Illinois EPA on July 27, 2020 (Log No. 20-71659). The Illinois EPA approves of the above-referenced Report.

As Figure A-9A from a previous consulting firm cannot be provided, comment 2 from Illinois EPA's letter from September 29, 2015 cannot be addressed. The project can move forward without it.

Please provide the Illinois EPA with two paper copies and one electronic copy of any future information submitted regarding the above-referenced site. The Illinois EPA also requests not less than fourteen (14) days notification of all site investigation and remedial activities in order to coordinate oversight. This notification is particularly important when groundwater and soil samples will be collected.

If you have any questions, please feel free to contact me at the above telephone number or address.

Sincerely,

Jennifer Seul by NL

Jennifer M. Seul, L.P.G.
Remedial Project Manager
Voluntary Site Remediation Unit
Remedial Project Management Section
Bureau of Land

cc: Mark H. Elliot - MHEnvironmental, Inc. - mhenv@rcn.com

Bureau of Land File

Scott DiGilio

From: Weitzel, William L
Sent: Monday, March 18, 2019 12:35 PM
To: Scott DiGilio
Cc: Gallenbach, Thomas G
Subject: RE: [External] 1st Ave. & Lake Street, Maywood

Scott….we are ok in concept with the access to ILL 171 as shown as an restricted right-in/right-out driveway. We will need t see more detail of course on the final engineering plans regarding ADA sidewalk design, drainage and grading and any proposed utility connections etc.

William L. Weitzel, P.E.
Illinois Department of Transportation
Traffic Permit Engineer – Chicago, Central Cook
847 705-4132 – Office
847 846-7234 – Cell
William.Weitzel@Illinois.gov

From: Scott DiGilio <scott.digilio@rtmassociates.com>
Sent: Monday, March 18, 2019 12:14 PM
To: Weitzel, William L <William.Weitzel@illinois.gov>
Cc: Gallenbach, Thomas G <Thomas.Gallenbach@illinois.gov>
Subject: RE: [External] 1st Ave. & Lake Street, Maywood

Hi Bill,
Since I didn't hear back from you per my below email, I am contacting you again regarding the status of your review of the Xsite commercial development located at the northwest corner of 1st Ave. and Lake Street in Maywood. Your earliest attention to this project will be greatly appreciated since it was submitted on December 26th. Your review is contingent on the project moving forward.

Thank you.

Scott DiGilio, P.E., LEED AP | Principal

Direct 312.216.0538| Main 847.756.4180 | Mobile 847.650.8007
scott.digilio@rtmassociates.com
650 E. Algonquin Road | Suite 250 | Schaumburg, IL 60173
250 S. Wacker Drive | Suite 400 | Chicago, IL 60606



National resources delivered locally

From: Scott DiGilio <scott.digilio@rtmassociates.com>
Sent: Monday, March 11, 2019 1:21 PM
To: 'Weitzel, William L' <William.Weitzel@illinois.gov>

Cc: 'Gallenbach, Thomas G' <Thomas.Gallenbach@illinois.gov>
Subject: RE: [External] 1st Ave. & Lake Street, Maywood

Hi Bill,
Per the below emails, I am checking in again on the status of your review of this Maywood project on 1st Ave. and Lake Street. Please advise.

Thank you.
Scott

Scott DiGilio, P.E., LEED AP | Principal

Direct 312.216.0538| Main 847.756.4180 | Mobile 847.650.8007
scott.digilio@rtmassociates.com
650 E. Algonquin Road | Suite 250 | Schaumburg, IL 60173
250 S. Wacker Drive | Suite 400 | Chicago, IL 60606

rtm engineering consultants

National resources delivered locally

From: Scott.digilio <scott.digilio@rtmassociates.com>
Sent: Saturday, February 9, 2019 8:58 AM
To: Weitzel, William L <William.Weitzel@illinois.gov>
Cc: Gallenbach, Thomas G <Thomas.Gallenbach@illinois.gov>
Subject: Re: [External] 1st Ave. & Lake Street, Maywood

Bill,
The property owner to the north is the Village of Maywood. The Village also owns the project site and are selling it to the developer. The encroachment is being allowed in the development agreement between the Village and developer.

Scott DiGilio, P.E., LEED AP
RTM Engineering Consultants, LLC
650 E. Algonquin Road, Suite 250
Schaumburg, Illinois 60173

Direct: 312-216-0538
General: 847-756-4180
Mobile: 847-650-8007
Email: Scott.DiGilio@RTMassociates.com

On Feb 8, 2019, at 1:38 PM, Weitzel, William L <William.Weitzel@illinois.gov> wrote:

> Scott...who is the property owner to the north that the driveway encroachment is impacting?
>
> Sent from my iPhone
>
> On Feb 8, 2019, at 11:20 AM, Scott DiGilio <scott.digilio@rtmassociates.com> wrote:
>
> > Hi Bill,

I am checking on the status of your review of this Maywood project on 1st Ave. and Lake Street. Please advise.

Thank you.
Scott

Scott DiGilio, P.E., LEED AP | Principal

Direct 312.216.0538| Main 847.756.4180 | Mobile 847.650.8007
scott.digilio@rtmassociates.com
650 E. Algonquin Road | Suite 250 | Schaumburg, IL 60173

250 S. Wacker Drive | Suite 400 | Chicago, IL 60606

<image003.png>

National resources delivered locally

From: Scott DiGilio <scott.digilio@rtmassociates.com>
Sent: Friday, January 25, 2019 12:28 PM
To: 'Weitzel, William L' <William.Weitzel@illinois.gov>
Cc: 'Gallenbach, Thomas G' <Thomas.Gallenbach@illinois.gov>
Subject: RE: [External] 1st Ave. & Lake Street, Maywood

Thank you Bill!

Scott DiGilio, P.E., LEED AP | Principal

Direct 312.216.0538| Main 847.756.4180 | Mobile 847.650.8007
scott.digilio@rtmassociates.com
650 E. Algonquin Road | Suite 250 | Schaumburg, IL 60173

250 S. Wacker Drive | Suite 400 | Chicago, IL 60606

<image005.png>

National resources delivered locally

From: Weitzel, William L <William.Weitzel@illinois.gov>
Sent: Friday, January 25, 2019 12:07 PM
To: Scott DiGilio <scott.digilio@rtmassociates.com>
Cc: Gallenbach, Thomas G <Thomas.Gallenbach@illinois.gov>
Subject: RE: [External] 1st Ave. & Lake Street, Maywood

Scott…I have received it, however I have not had a chance to look at it yet; but will as soon as possible.

William L. Weitzel, P.E.
Illinois Department of Transportation
Traffic Permit Engineer – Chicago, Central Cook
847 705-4132 – Office
847 846-7234 – Cell
William.Weitzel@Illinois.gov

From: Scott DiGilio <scott.digilio@rtmassociates.com>
Sent: Friday, January 25, 2019 11:46 AM
To: Weitzel, William L <William.Weitzel@illinois.gov>
Cc: Gallenbach, Thomas G <Thomas.Gallenbach@illinois.gov>
Subject: FW: [External] 1st Ave. & Lake Street, Maywood

Hi Bill,
I am just following up on a submittal we made on December 26 for the Xsite commercial development located on the northwest corner of 1st Avenue and lake Street in the Village of Maywood. Attached is the transmittal letter showing what we submitted. Also attached for your convenience is the Preliminary Site Plan. Please confirm that you have received this submittal and the approximate time you can provide us feedback.

Thank you for your assistance.
Scott DiGilio

Scott DiGilio, P.E., LEED AP | Principal

Direct 312.216.0538| Main 847.756.4180 | Mobile 847.650.8007
scott.digilio@rtmassociates.com
650 E. Algonquin Road | Suite 250 | Schaumburg, IL 60173

250 S. Wacker Drive | Suite 400 | Chicago, IL 60606

<image006.png>

National resources delivered locally

From: Gallenbach, Thomas G <Thomas.Gallenbach@illinois.gov>
Sent: Tuesday, January 8, 2019 11:25 AM
To: Scott DiGilio <scott.digilio@rtmassociates.com>
Subject: RE: [External] 1st Ave. & Lake Street, Maywood

I am checking with Area Engineer Mr. Bill Weitzel.

Thomas G. Gallenbach PE
Traffic Permit Engineer
Illinois Department of Transportation
201 W. Center Court
Schaumburg IL, 60196
(847) 705-4130 office
(847) 705-5498 fax
thomas.gallenbach@illinois.gov
PRIVILEGED & CONFIDENTIALITY NOTICE: This email transmission (and /or the documents accompanying such) may contain legally privileged/confidential information. Such information is intended only for the use of the individual or entity above. If you are not the named or intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of such information is strictly prohibited. If you have received this transmission in error, please

immediately notify the sender by telephone to arrange for the secure return of the document.

From: Scott DiGilio <scott.digilio@rtmassociates.com>
Sent: Tuesday, January 08, 2019 11:21 AM
To: Gallenbach, Thomas G <Thomas.Gallenbach@illinois.gov>
Subject: [External] 1st Ave. & Lake Street, Maywood

Hi Tom,
I am just following up on a submittal we made to you on December 26 for the Xsite commercial development located on the northwest corner of 1st Avenue and lake Street in the Village of Maywood. Attached is the transmittal letter showing what we submitted. Also attached for your convenience is the Preliminary Site Plan. Please confirm that you have received this submittal and the approximate time you may provide us feedback. Also, who at IDOT is the review engineer for this project?

Thank you for your assistance.
Scott DiGilio

Scott DiGilio, P.E., LEED AP | Principal

Direct 312.216.0538| Main 847.756.4180 | Mobile 847.650.8007
scott.digilio@rtmassociates.com
650 E. Algonquin Road | Suite 250 | Schaumburg, IL 60173

250 S. Wacker Drive | Suite 400 | Chicago, IL 60606

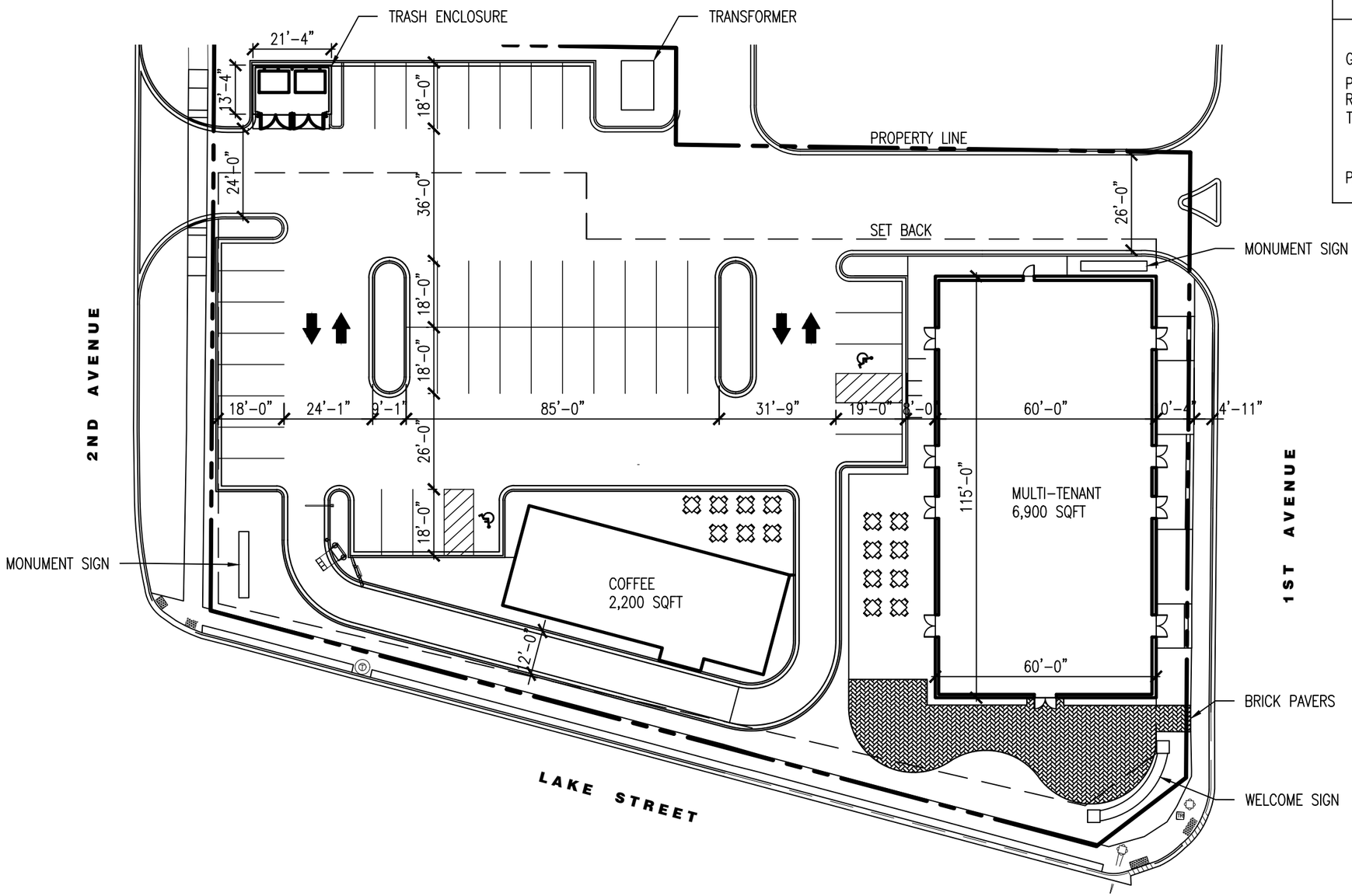
<image007.png>

National resources delivered locally

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

Addresses: 101, 107 and 115 Lake St. and 210 and 212 North 1st Ave, Maywood, IL 60153 ("Parcel A")									
Undeveloped Based on current assement			**Estimated Market Value (Based on Construction Budget Cost)**	**Developed *With* Tax Incentive**		**Developed *Without* Tax Incentive**			
Tax Year	**Current Assessed Value per Assessor**	**Current Tax**		**Estimated Asssesed Value @ 10%**	**Estimated Tax**	**Estimated Asssesed Value @ 125%**	**Estimated Tax**	**Estimated Gross Sales at stabalization**	**Estimated Gross Sales Tax at Stablization**
2021	$0	$0							
2022	$0	$0	$1,836,000.00	$183,600.00	$115,998.48	$ 459,000.00	$289,996.20	$5,000,000.00	$500,000.00
2023	$0	$0	$1,836,000.00	$183,600.00	$115,998.48	$ 459,000.00	$289,996.20	$5,075,000.00	$507,500.00
2024	$0	$0	$1,836,000.00	$183,600.00	$115,998.48	$ 459,000.00	$289,996.20	$5,151,125.00	$515,112.50
2025	$0	$0	$1,927,800.00	$192,780.00	$121,798.40	$ 481,950.00	$304,496.01	$5,228,391.88	$522,839.19
2026	$0	$0	$1,927,800.00	$192,780.00	$121,798.40	$ 481,950.00	$304,496.01	$5,306,817.75	$530,681.78
2027	$0	$0	$1,927,800.00	$192,780.00	$121,798.40	$ 481,950.00	$304,496.01	$5,386,420.02	$538,642.00
2028	$0	$0	$2,024,190.00	$202,419.00	$127,888.32	$ 506,047.50	$319,720.81	$5,467,216.32	$546,721.63
2029	$0	$0	$2,024,190.00	$202,419.00	$127,888.32	$ 506,047.50	$319,720.81	$5,549,224.56	$554,922.46
2030	$0	$0	$2,024,190.00	$202,419.00	$127,888.32	$ 506,047.50	$319,720.81	$5,632,462.93	$563,246.29
2031	$0	$0	$2,125,399.50	$212,539.95	$134,282.74	$ 531,349.88	$335,706.85	$5,716,949.88	$571,694.99
2032	$0	$0	$2,125,399.50	$318,809.93	$201,424.11	$ 531,349.88	$335,706.85	$5,802,704.13	$580,270.41
2033	$0	$0	$2,125,399.50	$425,079.90	$268,565.48	$ 531,349.88	$335,706.85	$5,889,744.69	$588,974.47
Total:		**$0**			**$1,701,327.96**		**$3,749,759.61**		**$6,520,605.72**

Addresses: 221 N. First Ave., Maywood, IL 60153 (Popeye's Development)										
Undeveloped Based on current assement				Estimated Market Value (Based on Construction Budget Cost)	Developed Without Incentive		Developed With Incentive		Sales Tax Projection	
Tax Year	Current Assessed Value per Assessor	Current Tax	Current Sales Tax Produced		Estimated Assessed Value @ 25%	Estimated Tax	Estimated Asssesed Value @ 10%	Estimated Tax	Projected Gross Sales	Projected Gross Sales Tax (10%)
2020	$0	$0	$0.00							
2021	$0	$0	$0.00	$600,000.00	$150,000.00	$94,770.00	$60,000.00	$37,908.00	$2,000,000.00	$200,000.00
2022	$0	$0	$0.00	$600,000.00	$150,000.00	$94,770.00	$60,000.00	$37,908.00	$2,040,000.00	$204,000.00
2023	$0	$0	$0.00	$600,000.00	$150,000.00	$94,770.00	$60,000.00	$37,908.00	$2,080,800.00	$208,080.00
2024	$0	$0	$0.00	$630,000.00	$157,500.00	$99,508.50	$63,000.00	$39,803.40	$2,122,416.00	$212,241.60
2025	$0	$0	$0.00	$630,000.00	$157,500.00	$99,508.50	$63,000.00	$39,803.40	$2,164,864.32	$216,486.43
2026	$0	$0	$0.00	$630,000.00	$157,500.00	$99,508.50	$63,000.00	$39,803.40	$2,208,161.61	$220,816.16
2027	$0	$0	$0.00	$661,500.00	$165,375.00	$104,483.93	$66,150.00	$41,793.57	$2,252,324.84	$225,232.48
2028	$0	$0	$0.00	$661,500.00	$165,375.00	$104,483.93	$66,150.00	$41,793.57	$2,297,371.34	$229,737.13
2029	$0	$0	$0.00	$661,500.00	$165,375.00	$104,483.93	$66,150.00	$41,793.57	$2,343,318.76	$234,331.88
2030	$0	$0	$0.00	$694,575.00	$173,643.75	$109,708.12	$69,457.50	$43,883.25	$2,390,185.14	$239,018.51
2031	$0	$0	$0.00	$694,575.00	$173,643.75	$109,708.12	$104,186.25	$65,824.87	$2,437,988.84	$243,798.88
2032	$0	$0	$0.00	$694,575.00	$173,643.75	$109,708.12	$138,915.00	$87,766.50	$2,486,748.62	$248,674.86
Total:		**$0**	**$0.00**			**$1,225,411.64**		**$555,989.53**		**$2,682,417.95**



PARKING ANALYSIS

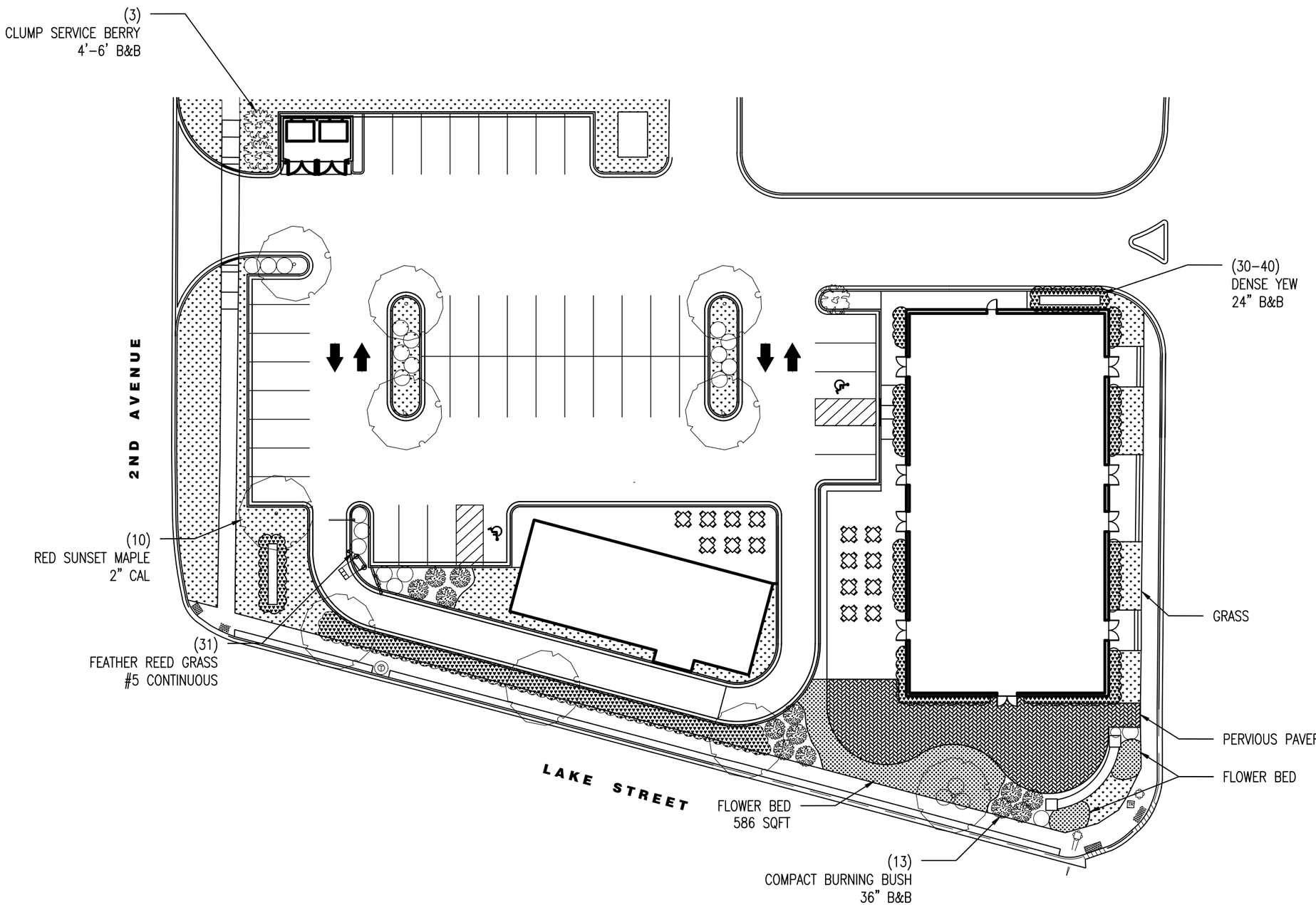
GROUND FLOOR AREA	9,100 S.F.
PARKING REQUIRED:	
RETAIL PARKING	3 PER 1,000 @ 9,100 SQFT = 28 STALLS
TOTAL	28 (2 HC)
PARKING PROVIDED:	47 (2 HC)

1 PRELIMINARY SITE PLAN - MAYWOOD

1/32" = 1'-0"

N

JTS ARCHITECTS
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com



1 PRELIMINARY LANDSCAPE PLAN - MAYWOOD

1/32" = 1'-0"

482

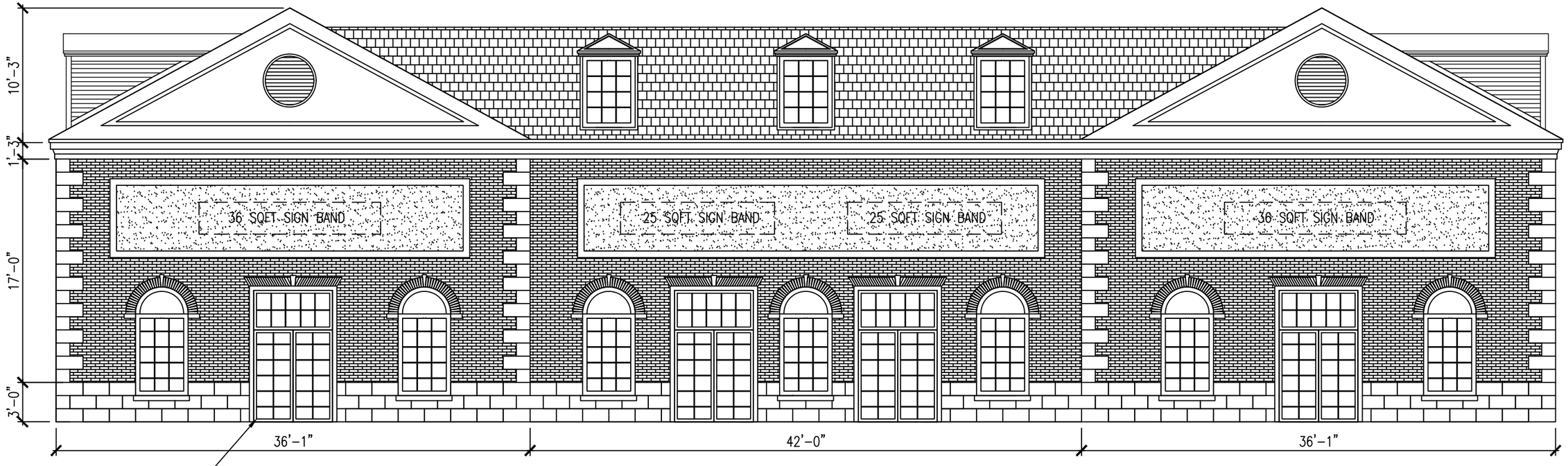
N

JTS ARCHITECTS
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com



1 PRELIMINARY WEST ELEVATION - MAYWOOD

1/8" = 1'-0"

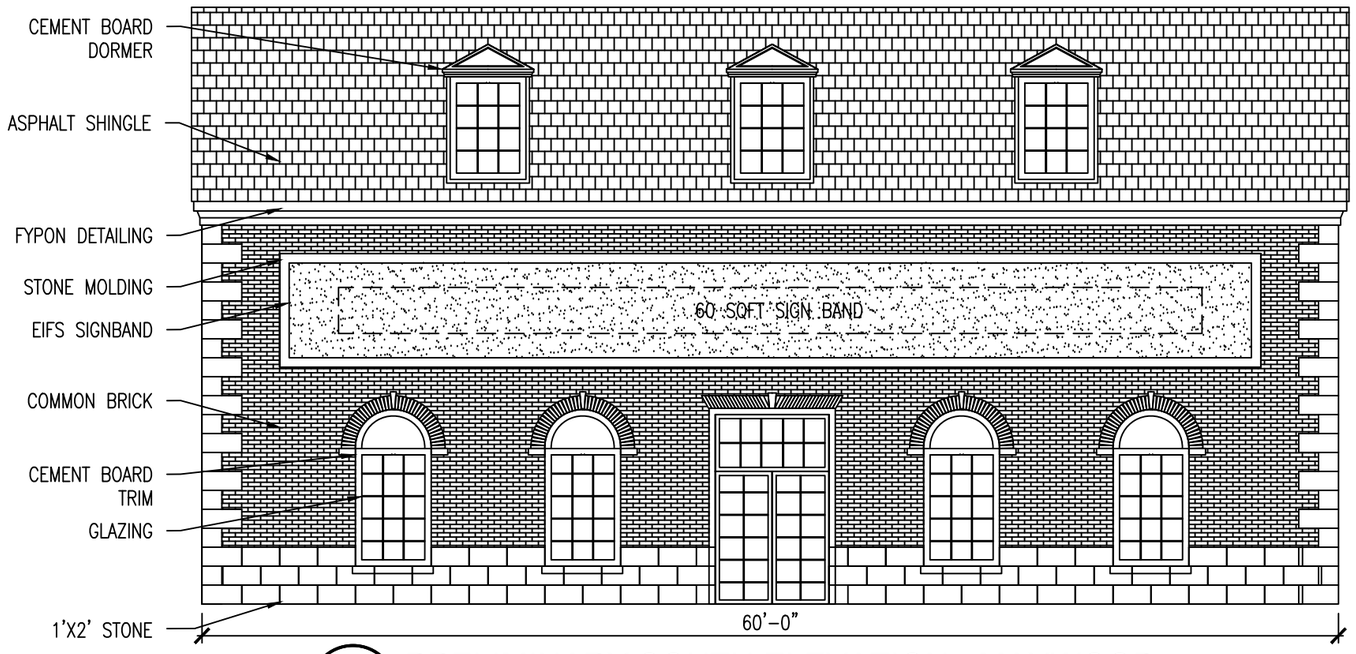


SPANDREL GLAZING ALONG ENTIRE EAST FACADE UNLESS NOTED OTHERWISE

2 PRELIMINARY EAST ELEVATION - MAYWOOD

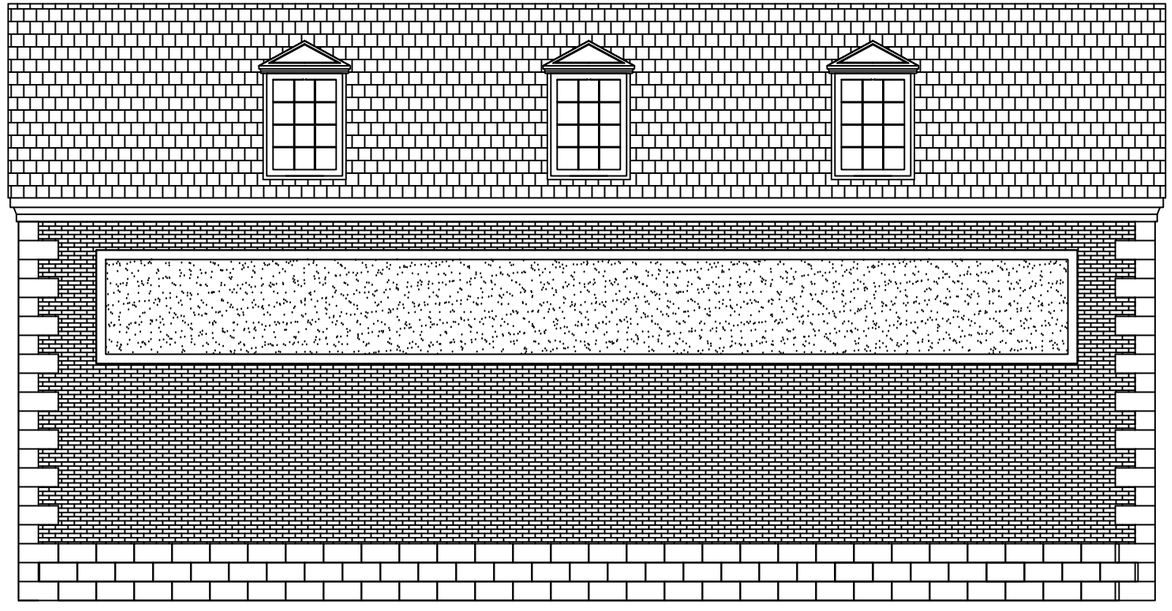
1/8" = 1'-0"

JTS ARCHITECTS
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com



1 PRELIMINARY SOUTH ELEVATION - MAYWOOD

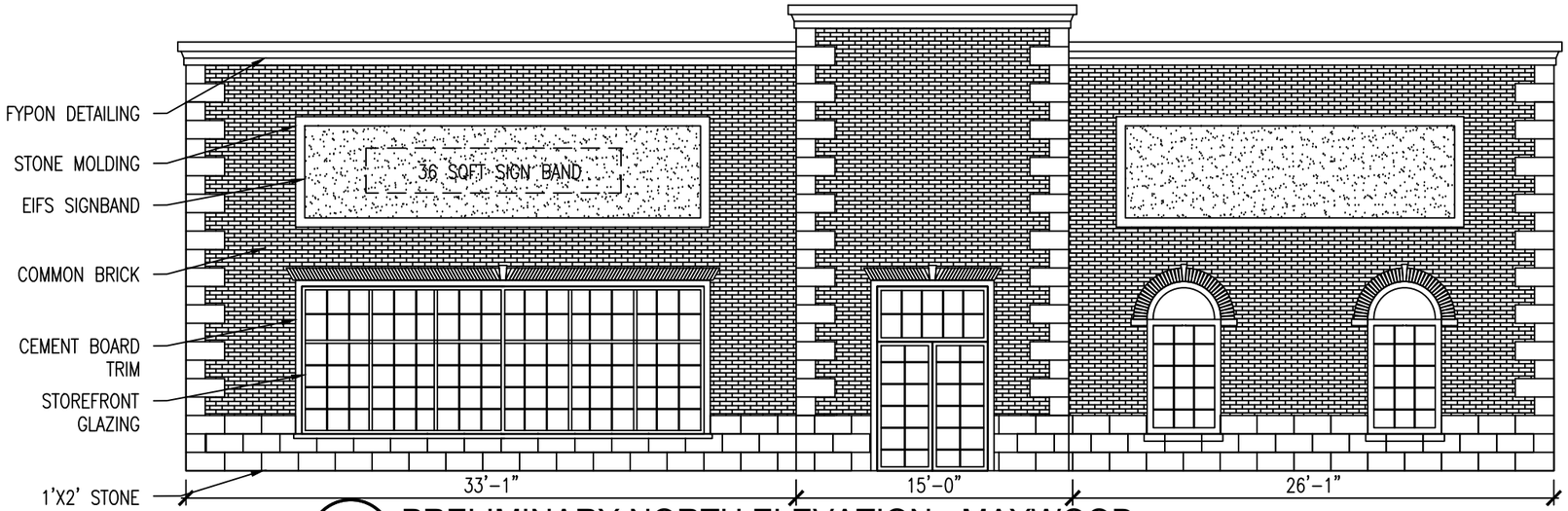
1/8" = 1'-0"



2 PRELIMINARY NORTH ELEVATION - MAYWOOD

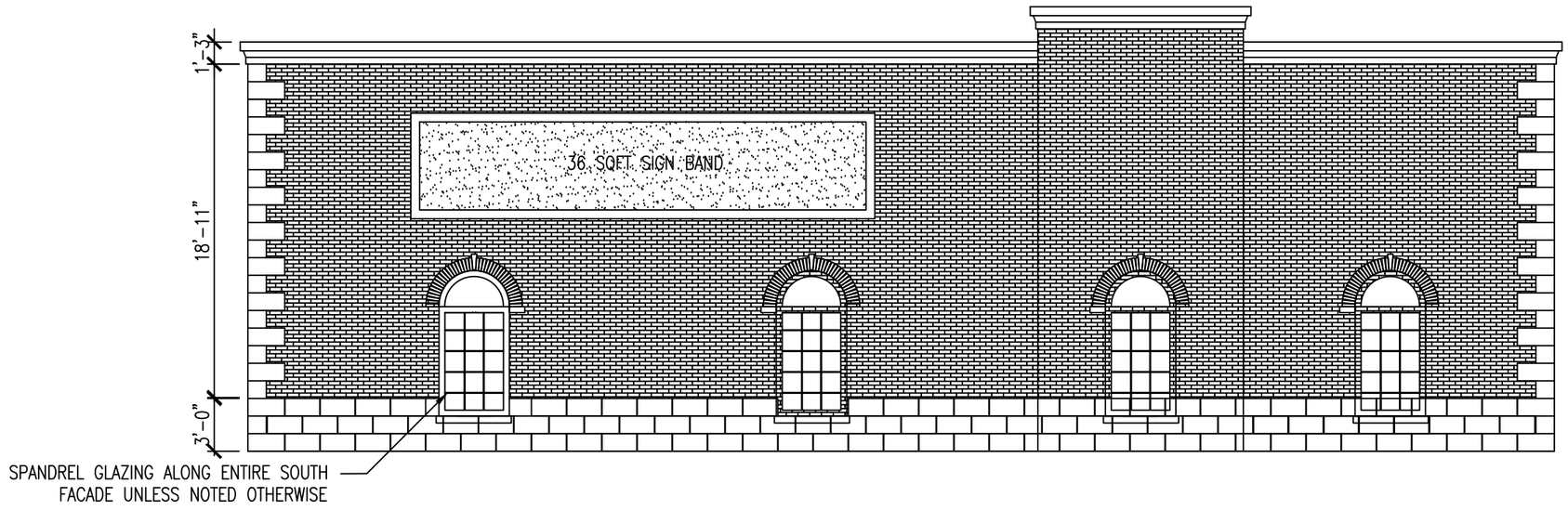
1/8" = 1'-0"

JTS ARCHITECTS
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com



1 PRELIMINARY NORTH ELEVATION - MAYWOOD

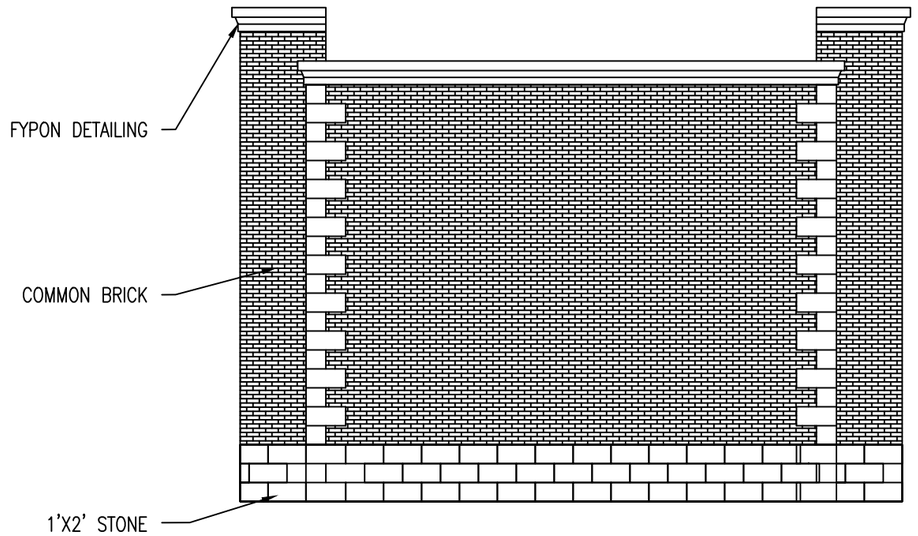
1/8" = 1'-0"



2 PRELIMINARY SOUTH ELEVATION - MAYWOOD

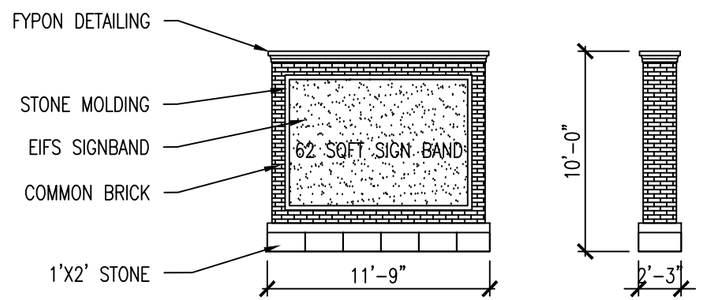
1/8" = 1'-0"

JTS ARCHITECTS
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com



1 PRELIMINARY EAST/WEST ELEVATION - MAYWOOD

1/8" = 1'-0"



2 PRELIMINARY MONUMENT SIGN - MAYWOOD

1/8" = 1'-0"

JTS ARCHITECTS
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com

EXHIBIT "G"
LIST OF PROHIBITED USES

AMUSEMENT ARCADES

BANK (FIRST FLOOR RETAIL BANK USE IS PERMITTED, PROVIDED THE BANK DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

BARBER SHOPS, HAIR SALONS , NAIL SALONS OR BEAUTY SUPPLY STORES, EXCEPT THAT NATIONAL CHAIN BARBER SHOPS, HAIR SALONS BEAUTY OR SUPPLY STORES ARE PERMITTED PROVIDED THAT THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THESE USES DOES NOT EXCEED 3,000.000 SQUARE FEET

BED AND/OR MATTRESS STORES

BILLIARDS/POOL HALLS

CHILDCARE FACILITIES

CONSIGNMENT SHOPS

CURRENCY EXCHANGES

DISCOUNT OR OFF-PRICE RETAILERS OF ANY KIND - PRIMARILY SELLING MERCHANDISE THAT CONSISTS OF "IRREGULAR," "FACTORY-SECOND" OR OTHER IMPERFECT GOODS

GAS STATIONS

HOTELS, MOTELS

INSURANCE BROKERS/AGENCYS, FIRST FLOOR USE IS PERMITTED, PROVIDED THE TOTAL OCCUPANCY OF ALL TENANTS UNDER THIS USE DOES NOT EXCEED 1,200 SQUARE FEET (PERMITTED ABOVE FIRST FLOOR ONLY)

LAUNDROMATS AND DRY-CLEANING PLANT/FACILITY (A DROP-OFF/PICK-UP FACILITY IS PERMITTED ON FIRST FLOOR, PROVIDED THE USE DOES NOT EXCEED 1,200 SQUARE FEET)

MEDICAL-RELATED USE OR MEDICAL CLINIC (FIRST FLOOR MEDICAL USE OR CLINIC IS PERMITTED, PROVIDED THE USE OR CLINIC DOES NOT EXCEED 1,500 SQUARE FEET; SECOND FLOOR OFFICE USE IS PERMITTED)

PARTY GOODS STORES

PAY DAY LOAN STORES

PROFESSIONAL OFFICES (PERMITTED ABOVE FIRST FLOOR ONLY)

REAL ESTATE SALES (PERMITTED ABOVE FIRST FLOOR ONLY)

SHOE REPAIR STORES

SURPLUS MERCHANDISE STORES

STOCK BROKER/INVESTMENT HOUSE (PERMITTED ABOVE FLOOR ONLY)

SWIMMING POOL SALES AND SUPPLY STORES

TATTOO/BODY PIERCING ESTABLISHMENTS

TITLE COMPANY (PERMITTED ABOVE FIRST FLOOR ONLY)

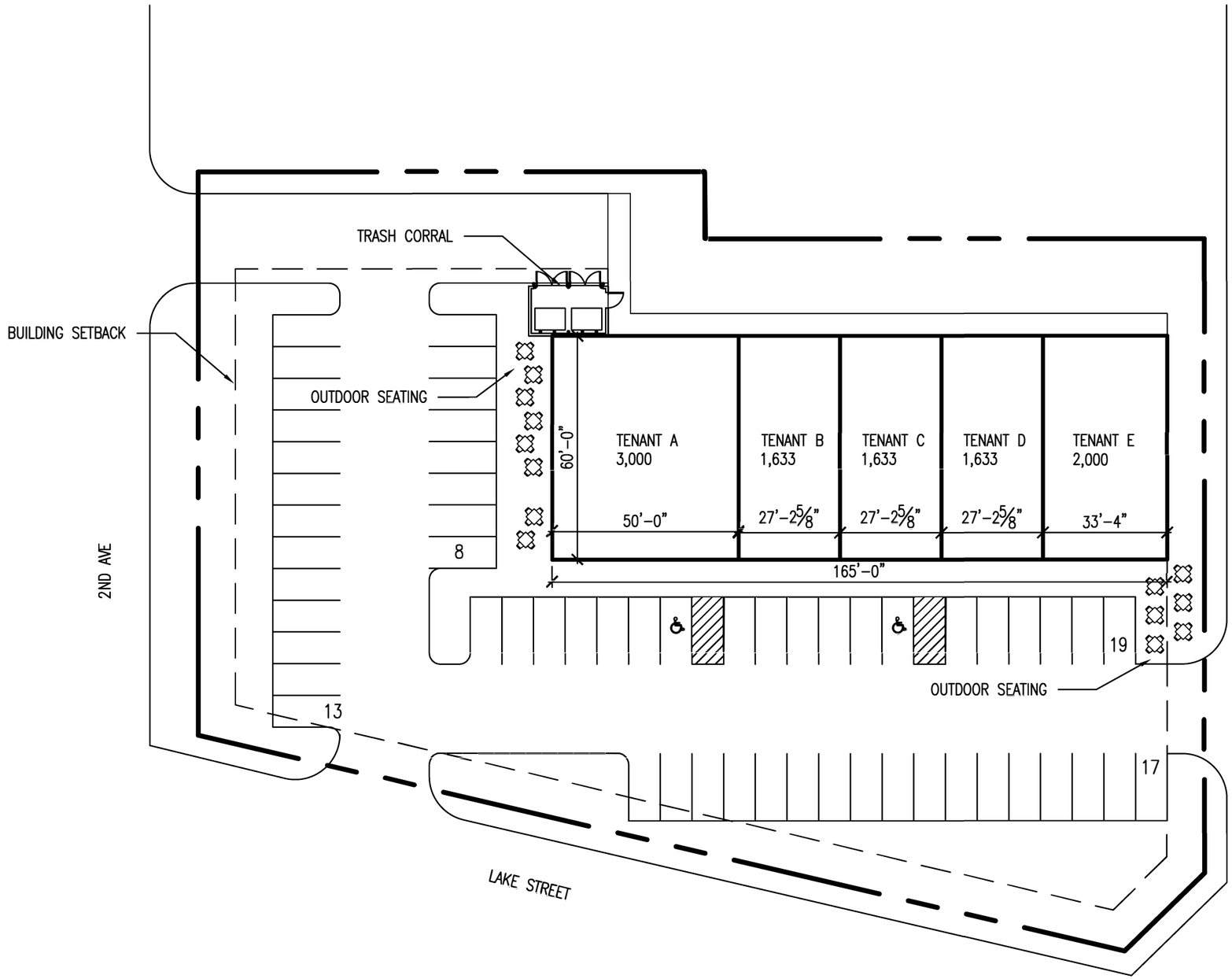
TRAVEL AGENTS (PERMITTED ABOVE FIRST FLOOR ONLY)

TELEMARKETING SERVICES (PERMITTED ABOVE FIRST FLOOR ONLY)

THRIFT STORES

VEHICLE/EQUIPMENT RENTAL STORES

IT IS THE INTENT THAT THE ABOVE-LISTED CATEGORIES OF PROHIBITED USES ARE TO BE LIBERALLY CONSTRUED SUCH THAT A USE WHICH ARGUABLY FALLS INTO ONE OF THE CATEGORIES IS PROHIBITED. NOTHING SHALL PREVENT THE VILLAGE, IN ITS SOLE AND EXCLUSIVE DISCRETION, FROM ALLOWING A PROHIBITED USE TO EXIST AS PART OF THE PROJECT, PURSUANT TO A WRITTEN APPROVAL BY THE CORPORATE AUTHORITIES OF THE VILLAGE.



SITE ANALYSIS

GROUND FLOOR AREA	9,900 S.F.
PARKING REQUIRED:	
RESTAURANT PARKING	1 PER 60 SQFT OF SEATING = 42 STALLS
RETAIL PARKING	00 = 15 STALLS
TOTAL	3 PER 1,0
	57 (2 HC)
PARKING PROVIDED:	57 (2 HC)

1 PRELIMINARY SITE PLAN - MAYWOOD

1/32" = 1'-0"

489

N

JTS ARCHITECTS
450 E. Higgins Road . Suite 202
Elk Grove Village . IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com


Maywood, IL
Gateway Development
Parcel A
Parcel B
Lake Street
First Ave.
Walgreens
BURGER KING
POPEYES
McDonald's

Maywood, IL
Gateway Development



Maywood, IL
Gateway Development



Maywood, IL
Gateway Development



Maywood, IL
Gateway Development



Maywood Equity Group LLC

745 McClintock Drive, Suite 110 • Burr Ridge, IL 60527 • Phone 630/669-5678 • Fax 708/356-1404

January 27, 2021

Honorable Mayor Edwenna Perkins
Board of Trustees
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: Gateway of Maywood Development - Redevelopment Agreement Modifications
PINS: 15-11-131-010-0000; 15-11-131-011-0000; 15-11-131-012-0000
15-11-131-013-0000; 15-11-131-014-0000; 15-11-131-015-0000
15-11-131-016-0000; 15-11-131-017-0000; 15-11-131-018-0000

Dear Honorable Mayor Perkins and Board of Trustees:

As you are aware, Maywood Equity Group LLC, is the developer under a Redevelopment Agreement, dated January 7, 2019 with the Village for properties associated with the above referenced tax parcel numbers. We have had some issues obtaining third party approvals given COVID-19 and unavoidable extended response times from various governmental agencies. We are ready to close on the property, however, would propose having the Redevelopment Agreement amended to provide for new timing given these issues.

We respectfully request to have the following changes made to the RDA and to have an amendment reflecting same brought to the Board for approval as soon as possible:

1. Immediate Approval by the Board of the drive thru aisle previously submitted and approved by the zoning board. This approval is absolutely critical in finalizing the architectural plans, for the development and thus, we need this as soon as possible to meet our proposed delivery date for final plans noted below.

2. Approval that we can close on the purchase without having to close on our construction loan. We will provide a construction loan commitment from our bank to the Village and evidence of sufficient equity to close to pay for all costs set forth on the budget in excess of the construction loan amount.

3. Developer acknowledges that it will close on the acquisition without the requirement of an IEPA NFR Letter. Please note however, we have received IEPA approval of our intended work and will continue to pursue this post-closing until received.

4. Developer requests that it obtain the following permits and approvals after closing on the acquisition of the Property:
   a) IDOT
   b) MWRDGC Permit
   c) Cook County
   d) IEPA NPDES Permit

e) IEPA Watermain Permit
f) IEPA sanitary permit
g) Plat of consolidation/subdivision unless required by title company to issue clean title

5. Developer requests the periods to provide the following be extended as noted below:

a) Construction budget to be provided by Developer to Village on or before February 5, 2021 and updated 5 days prior to Closing if required due to changes in Final Plans requested by Village
b) Final Development Plans (including architectural and engineering) to be provided within 6-8 weeks after receipt of Board's approval of the drive through aisle
c) Village to approve or provide comments on submitted plans within 10 days after submittal
d) Survey of the Property to be provided by Developer to Village by February 5, 2021.
e) In RDA Amendment, Village to provide confirmation that prior zoning variances approved by the Village remain in full force and effect.

6. Since Class 8 has expired, Developer requests a waiver of the requirement to submit Class 8 Application.

7. Developer requests that the Closing Date be extended to that date which is ten (10) business days after the approval of the Final Plans by the Village; provided that all other items set forth in Sections 2 and 5 above have been provided to the Village prior to such date.

We pray you will give your immediate attention to our abovementioned requests as we are eager and motivated to start on the project as soon as physically possible. We look forward to continuing our development relationship with the Village.

Sincerely,

Maywood Equity Group LLC

William L. Paul
Manager

Cc: Brett Paul
Charles H. Walsh Jr.
David Myers
Angela Smith

Maywood Equity Group LLC

745 McClintock Drive, Suite 110 • Burr Ridge, IL 60527 • Phone 630/669-5678 • Fax 708/356-1404

January 27, 2021

Honorable Mayor Edwenna Perkins
Board of Trustees
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

Re: Gateway of Maywood Development - Redevelopment Agreement Modifications (221 North 1st Avenue, Maywood, Illinois)

Dear Honorable Mayor Perkins and Board of Trustees:

As you are aware, Maywood Equity Group, LLC, has previously submitted letters of intent to collectively purchase the above property as well as the property that is subject to an existing Redevelopment Agreement for property at Lake Street and First Avenue. We had entered into negotiations with the Village for the Redevelopment Agreement for the above property and would like to propose having that Redevelopment Agreement brought to the Board for approval with the following noted changes.

1. At the request of a Maywood Board Trustee, Developer's agreement that it will not apply for and submit for any tax incentives in connection with the purchase and development of the property.

2. Village's approval of the ground lease with HZ Props RE, Ltd., a Texas limited partnership, ("Tenant") dated April 27, 2020 ("Lease"), pursuant to which the Developer will construct an on-site building pad and the Tenant will build and operate a Popeye's Louisiana Kitchen restaurant on the Property.

3. The Developer's ability to close and construct the building pad with equity rather than construction loan, if so desired by Developer; provided sufficient evidence of such equity is made available to the Village.

4. Developer's ability to obtain the following permits and approvals after closing on the acquisition of the Property:

a) IDOT
b) MWRDGC Permit
c) Cook County
d) IEPA NPDES Permit
e) IEPA Watermain Permit
f) IEPA sanitary permit
g) Plat of consolidation/subdivision unless required by title company to issue clean title

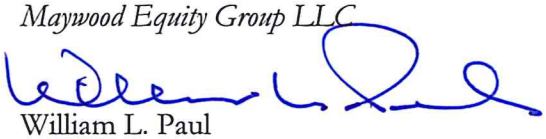
Your immediate attention to this matter is requested and appreciated! We pray that you grant our appeal for the aforementioned and do believe our intended development will be of significant economic advantage to the Village of Maywood.

Our commitment to the Village and this development has never waivered during our two years involvement and we look forward to begin "moving dirt" as soon as we are able to do so!! We remain extremely confident that you will be very proud of the completed result!

I look forward to hearing from you at your earliest opportunity!

Sincerely,

Maywood Equity Group LLC



William L. Paul
Manager

cc: Brett Paul
Charles H. Walsh Jr.
David Myers
Angela Smith