

ORIGINAL

ORDINANCE NO. CO-2017-22

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES
FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA FUND TO PAY FOR
REMOVAL AND DISPOSAL OF CERTAIN CONSTRUCTION DEBRIS**

**(Project: Removal and Disposal of Construction Debris
Relating to Village Public Works Water System Projects)**

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, it is necessary to consider and approve the use of TIF Funds during calendar year 2017 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 infrastructure improvement project(s) within the Project Area (the "Infrastructure Improvement Project"), using TIF funds to pay for such Infrastructure Improvement Project(s), in whole or in part:

Water System Repairs and Upgrades Project. This Project involved certain water system repair and replacement work of water main and water service lines that were completed during calendar years 2016 and 2017 by the Village's Public Works Department and Village contractors within the TIF District and the Project Area, and, now that the work has been completed, there is construction debris (broken concrete, dirt and other materials) that needs to be removed and disposed of. R.W. Dunteman

Company has agreed to perform the work for an amount not to exceed Twenty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$29,250.00); and

WHEREAS, it is desirable and in the best interests of the Village and its residents, property owners, businesses and the public for the Corporate Authorities to authorize the expenditure of TIF Funds in the completion of the Infrastructure Improvement Project(s) 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, THAT:

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

SECTION 2: Authority.

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

SECTION 3: Estimate of Expenditures.

- A. The Village intends to incur Expenditures in connection with the Infrastructure Improvement Project within the Plan and Project Area including, but not limited to, the following:
 - 1. Professional services including legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services; and
 - 2. Costs for the construction of the Project and related costs for removal and disposal of construction debris.
- B. The Proposal from R.W. Dunteman Company, which sets forth the costs of the work to be incurred and reimbursed, consisting of the removal and disposal of construction debris (broken concrete, dirt and other materials) in an amount not to exceed Twenty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$29,250.00), is attached hereto as **Exhibit "A"** and made a part hereof.

SECTION 4: Authorization of Expenditures; Award of Contract. The expenditure of funds from the TIF Fund is authorized up to the amounts set forth in Section 3, or such additional amounts

necessary to complete any of the specified Project work as subsequently approved or authorized by the Corporate Authorities. The President and Board of Trustees award the contract for the Project work to R.W. Dunteman Company in an amount not to exceed Twenty-Nine Thousand Two Hundred Fifty and 00/100 Dollars (\$29,250.00).

SECTION 5: Public Inspection. This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

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.

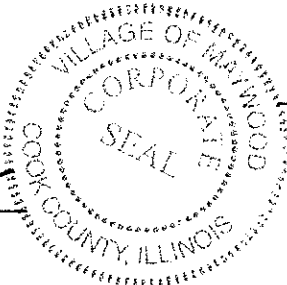
ADOPTED this 20th day of June, 2017, pursuant to a roll call vote as follows:

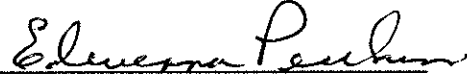
- AYES:** Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Sanchez, K. Wellington and M. Lightford.
- NAYS:** None
- ABSENT:** Trustee R. Rivers.

APPROVED by me as Village President, and attested to by the Village Clerk, on the 22nd day of June, 2017.

ATTEST: 

 Village Clerk





 Village President

Published by me in pamphlet form this 22nd day of June, 2017.



 Village Clerk

Exhibit "A"

**Proposal from R.W. Dunteman Company
dated May 30, 2017**

(attached)

QUOTATION

R. W. DUNTEMAN COMPANY

OVER

90

YEARS

OF QUALITY CONSTRUCTION

CONTRACTORS

600 SOUTH LOMBARD ROAD
P. O. BOX 1129
ADDISON, IL. 60101-8129

DATE: 5-30-17

TO:

Village of Maywood

PROJECT:

LOCATION: Maywood Public Works Facility
Maywood, IL

DESCRIPTION OF WORK TO BE PERFORMED: Load clean soil / broken concrete for disposal offsite.

COST OF WORK TO BE PERFORMED: See attached.

Remove and Dispose Debris



R. W. Dunteman Company

600 S. Lombard Road
Addison, IL 60101

Contact: Jeffrey Dunteman
Phone: (630) 953-1500 x 25
Fax: (630) 932-0994

Quote To: Bill Peterhansen, PE
Edwin Hancock Engineering Co.
bpeterhansen@ehancock.com
708-865-0300

Job Name: MAYWOOD
Date of Quote: 5-30-17

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LOAD/HAUL/DISPOSE EXCAVATED MATERIAL	70.00	LOAD	400.00	28,000.00
	LOAD/HAUL/DISPOSE BROKEN CONCRETE.	5.00	LOAD	250.00	1,250.00
GRAND TOTAL					\$29,250.00

NOTES:

Exclusions:
Excavation
Non-Special Waste dump fees & testing.

Miscellaneous Notes:

All the above work is quoted to be performed during regular working hours.
No night, weekends, holidays or other special hours included.
Quote based on loading existing material from stockpile and haul to dumpsite.
CCDD 662/663 environmental form required for soil disposal acceptance.
**Price based on approximate quantities. If quantity is less than 35 loads a \$2,500 mobilization will be charged.

QUOTATION

-----Thank you for the opportunity to quote on your work-----

Signed:

R. W. DUNTEMAN COMPANY

By:

Tilton R. Lahele

Title:

Vice President

The above quotation is hereby accepted and notice to proceed with the work is hereby given:

Name of Customer: _____

By: _____

Date: _____

Subject to the terms and conditions set forth below, we have prepared the following estimate of cost for the furnishing of labor, equipment and materials to perform the work as described below in connection with the above project:

TERMS & CONDITIONS

The following terms and conditions apply to this quotation unless otherwise specifically excluded herein

1. This quotation is an estimate of costs to be incurred in the performance of the work described and is not binding upon the R. W. Duntleman Company unless countersigned by two officers of the firm.
2. When the quotation has been signed and countersigned by two officers of the R. W. Duntleman Company, the provisions of paragraph "1" above do not apply and this quotation shall be a firm offer by the R. W. Duntleman Company to perform the work described hereunder at the price or prices quoted. If the offer is not accepted within 15 days, the R. W. Duntleman Company reserves the right to withdraw the offer without further notice.
3. The R. W. Duntleman Company makes no warranties or guarantees, expressed or implied, other than those which are specifically set forth herein.
4. Neither the R. W. Duntleman Company nor its officers, employees, or agents shall be responsible for protective barricades, warning lights, scaffolding or watchmen which may be required to protect lives and property. It shall be the customer's responsibility to assure that all protective measures required by law and/or prudence are taken to assure the safety of lives, property, and the work. Any protective measures taken by the R. W. Duntleman Company shall not serve to abrogate in whole or in part the responsibility of the customer hereunder.
5. The R. W. Duntleman Company shall maintain in force during the work Workmen's Compensation insurance in accordance with the requirements of the state wherein the work is performed. Public Liability insurance and Automobile Liability insurance will be maintained in limits of \$300,000/\$1,000,000 Bodily Injury and \$100,000 Property Damage. If the customer requires additional insurance coverage or insurance coverage for underground, explosion, and collapse exposure, the cost of the additional coverage shall be added to the quotation price and shall be paid by the customer.
6. Payments shall be made in full on or before the tenth day of the month covering all work performed during the preceding month. Waivers of Lien shall be issued only upon receipt of payment. Delinquent accounts are subject to a carrying charge of one per cent per month on the unpaid balance. If payment is not made in full within 30 days of the completion of the work, if the customer should be adjudged a bankrupt, or if the customer shall refuse to make regular monthly payments as the work progresses, the R. W. Duntleman Company is authorized to take judgment against the customer for the full amount owing to the R. W. Duntleman Company. The costs of attorney's fees, court costs, and accrued interest and carrying charges shall be added to the face amount of the contract and such costs shall in every respect be as though originally set forth herein in a specific amount. If the customer shall neglect to make payments when due or shall be adjudged a bankrupt, the R. W. Duntleman Company may at its option terminate its work hereunder and the customer shall pay to the R. W. Duntleman Company an amount equal to the full value of the work completed to the date of the contract termination; in any event, the amount so paid shall be not less than the total of all costs incurred by the R. W. Duntleman Company to which shall be added 25 per cent to cover overhead and profit.
7. The R. W. Duntleman Company shall not be responsible for delays in performance caused by strikes, lockouts, rebellion, operation of government regulations, occurrences and conditions of nature, Acts of God, or inability to obtain materials from normal sources.
8. Any additional work ordered by the customer or performed for the customer's account shall be invoiced at Duntleman's cost to which shall be added a markup of ten per cent of the cost for overhead and an additional ten per cent of the cost for profit. "Additional work" shall be deemed as any work not specifically set forth in detail herein.
9. When the basis of the quotation is a rental of equipment on an hourly, daily, or weekly basis, the customer shall be responsible for the supervision of the equipment and the control of the work.
10. The R. W. Duntleman Company, its officers, or agents shall not be responsible for utilities damaged or encountered in performing the work, nor for any shoring, shoring, dewatering, or hand excavation.
11. The customer shall be solely responsible for obtaining all permits, easements, and licenses required for the performance of the work; the customer shall be responsible for the service of notice upon property owners adjoining the work.
12. The price quoted for earthwork is based on work and tolerances normal to heavy excavating machinery.
13. When the R. W. Duntleman Company is required to perform the layout of its work and/or the establishment of grades, Duntleman's responsibility shall be limited to his own work. Any subsequent work which may be located by reference to the work performed by Duntleman shall be at the sole risk of those parties performing the subsequent work. Duntleman makes no warranties relative to the layout of the work.
14. Unless specifically set forth herein, the R. W. Duntleman Company shall not be responsible for any compaction of fill and backfill materials nor the placing of the fill and/or backfill material in layers. In performing any backfilling work, the R. W. Duntleman Company shall not be responsible for damage to walks, drives, pavements, or ground pressures against any pipe or structure regardless of how caused.
15. All excavation work is based on the assumption of normal firm clay or granular ground conditions, if excessively hard ground, rock, peat, or soft ground conditions are encountered, such material will be handled as an addition to the quotation price and the customer shall pay all additional expense.
16. When the quotation consists of the construction of a pavement base course constructed over a subgrade prepared by others, the subgrade shall be furnished in a compacted unyielding condition and within plus/minus one inch of the required base course pavement subgrade; all work required to prepare the subgrade, remove soft areas, or stabilize the subgrade shall be performed at additional cost to the customer.
17. When the quotation consists of the construction of a bituminous concrete or bituminous surface over a base or subgrade prepared and furnished by others, the customer shall furnish the subsurface for the work to be performed hereunder fine graded and compacted to the required elevation and ready to receive the work hereunder without further preparation by Duntleman. Failure of the subsurface to support the weight of the construction equipment shall be cause for an additional claim by the R. W. Duntleman Company for its expense in working under unanticipated conditions.
18. Construction of work by the R. W. Duntleman Company over base course or subgrade furnished by others is not a warranty or acceptance by the R. W. Duntleman Company of the base and/or subgrade. The R. W. Duntleman Company shall not be responsible for failure or deficiency of its work occasioned by improper or inadequate supporting work performed by others.
19. Illinois Retailer's Occupation and Use Taxes, where applicable, shall be added to the quotation price.
20. Where required, laboratory and field tests, and reports shall be an addition to the quoted price.
21. In the event this quotation shall become a contract by virtue of its acceptance by the individual, firm, or corporation to whom it is addressed, where the words "quotation" appear above they shall be deemed to mean "contract". In the event a separate contract form shall be drawn and executed with reference to this quotation, then all the terms and conditions set forth above shall be deemed to be a part of the separately drawn contract unless specifically excepted thereon.

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, the duly elected, qualified and acting Village Clerk of the Village of Maywood, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. CO-2017-22

AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES
FROM THE MADISON STREET / 5TH AVENUE TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA FUND TO PAY FOR
REMOVAL AND DISPOSAL OF CERTAIN CONSTRUCTION DEBRIS

(Project: Removal and Disposal of Construction Debris
Relating to Village Public Works Water System Projects)

which was passed by the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the 20th day of June, 2017, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 22nd day of June, 2017.

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: Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Sanchez, K. Wellington and M. Lightford.
NAYS: None
ABSENT: Trustee R. Rivers.

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 22nd day of June, 2017.



SEAL

By: 
Village Clerk