

ORIGINAL

ORDINANCE NO. CO-2014-19

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES
FROM THE ST. CHARLES ROAD TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA FUND
FOR AN ELIGIBLE TIF IMPROVEMENT PROJECT AND
AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT
WITH SEAWAY SUPPLY COMPANY
FOR A PRIVATE PARTY TIF IMPROVEMENT 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, has adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment finance (“**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 St. Charles Road Tax Increment Financing Redevelopment Project Area (the “**TIF Project Area**”, which is incorporated by reference herein as EXHIBIT “A” – the “TIF Project Area Boundary”); and

WHEREAS, pursuant to the Act, the Village established the St. Charles Road Special Tax Allocation Fund (“**TIF Fund**”), into which annual tax increment revenue from the TIF Project Area has been and will continue to be deposited and from which expenditures have been and will continue to be made for eligible TIF redevelopment project costs, as authorized by the Act and in accordance with the Village-approved Redevelopment Plan and Budget for the TIF Project Area (the “**Plan**”); and

WHEREAS, the Corporate Authorities of the Village 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 TIF 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 TIF Project Area require the expenditure of redevelopment project costs as defined in the Act and as summarized in the Plan by the Village; and

WHEREAS, under Ordinance No. CO-2013-20, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Plan, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Plan, to December 31, 2013, subject to receipt and expenditure of 2013 incremental real estate tax revenues during calendar year 2014; and

WHEREAS, it is necessary to consider and approve of the use of TIF funds during calendar year 2014 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the TIF Project Area; and

WHEREAS, during calendar year 2014, the Corporate Authorities have identified and approved the completion of certain TIF improvement projects within the TIF Project Area; and

WHEREAS, attached to this Ordinance as EXHIBIT "B" is a Reimbursement Agreement that relates to a fence improvement project ("Seaway Supply Company Fence Improvement" or "**Project**") to be completed by Seaway Supply Company ("**Requestor**") that is identified in detail on the attachment to the Reimbursement Agreement marked as EXHIBIT "1". Seaway Supply Company and the Project improvements are located within the TIF Project Area. The total Project costs are estimated to be \$43,700.00. The total estimated St. Charles Road TIF funds that are to be contributed to the Project shall not to exceed \$21,850.00; and

WHEREAS, under the Reimbursement Agreement, the Village agrees to use St. Charles Road TIF funds to reimburse the Requestor an amount to not exceed \$21,850.00, which is estimated to be fifty percent (50%) of the actual Project costs that are incurred, documented and deemed to be TIF-eligible expenses by the Corporate Authorities, subject to the provisions of this Ordinance; and

WHEREAS, the Corporate Authorities of the Village approve of the Village entering into the Reimbursement Agreement, attached hereto as EXHIBIT "B", with the Requestor, and further authorize and direct the Village President and the Village Clerk to execute the Reimbursement Agreement after approval and execution by the Requestor and attachment of the required exhibits, without further action by the Corporate Authorities; and

WHEREAS, it is desirable and in the best interests of the residents of the Village for the Corporate Authorities to authorize and cause the expenditure of TIF funds for the completion of the Project, which expenditures will be paid on or after the date of passage of this Ordinance (the "**Expenditures**"), subject to the provisions of this Ordinance and the Reimbursement Agreement.

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

SECTION 1: Recitals. Each of the whereas statements set forth in the preambles of this Ordinance are incorporated into this Ordinance as material provisions.

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 Project, including, but not limited to, the following:

1. Payment of fifty percent (50%) of the Project costs that are deemed to be TIF-eligible expenses by the Corporate Authorities, which include the costs of removal of an existing chain-link barbed wire fence, and installation of a modern metal perimeter security fence. The total Project costs are estimated to be \$43,700.00. The total estimated St. Charles Road TIF funds that are expected to be contributed to the Project shall not exceed \$21,850.00.

(b) The estimated Project costs listed in the Seaway Supply Company Fence Improvement Sheet, attached as EXHIBIT "1" to the Reimbursement Agreement. The authorized amount of the Village's reimbursement obligation in regard to the Project costs can only be increased upon additional approval by the Corporate Authorities at an open public meeting.

(c) In regard to the line item budgets for the Requestor's TIF Improvement Project that is included in the Seaway Supply Company Fence Improvement, attached as EXHIBIT "1" to the Reimbursement Agreement, this Budget may contain certain work and expenses that are not TIF-eligible expenses, and, therefore, the Requestor may not receive one hundred percent (100%) reimbursement from the Village for the full line item Budget amount, under the terms of the Reimbursement Agreement. The Requestor is obligated under the Reimbursement Agreement to use its own funds to complete any Project work that is not a TIF-eligible expense. The Corporate Authorities retain sole discretion to decide which Project costs are TIF-eligible for reimbursement in accordance with the Act and the recommendations from the Village Engineer and the Village Attorney.

(d) In order to be eligible for reimbursement of TIF funds, the Requestor shall approve, execute and comply with the terms of the attached Reimbursement Agreement (EXHIBIT "B").

SECTION 4: Authorization of Expenditures; Approval of Reimbursement Agreement. The expenditure of TIF funds for this Project is authorized up to the amount set forth in Section 3 above, or such additional amounts necessary to complete

the Project, but only if subsequently approved or authorized by the Corporate Authorities, in their sole discretion, which may be withheld for any reason including but not limited to a lack of availability of TIF Funds or allocation of available TIF funds to complete Village-related TIF Improvements Projects that have higher priority status.

(a) **Priority for Village TIF Improvement Projects; Phasing.** In order to account for any potential shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, which would leave the Village with inadequate funds to complete all of the Village-related TIF Improvement Projects for 2013 and 2014, the Village's obligation to reimburse the Requestor for TIF-eligible expenses that relate to the Requestor's TIF Improvement Project is subject to: (i) the availability of adequate TIF funds to first pay in full all of the Village-related TIF Improvement Projects for 2014, which have priority over the Requestor's TIF Improvement Project for which a TIF reimbursement agreement has been authorized; and (ii) the sole authority and discretion of the Village to implement a phasing program for the Requestor's TIF Improvement Project, to allocate the TIF-eligible work of the Requestor's TIF Improvement Project into phases, and to authorize reimbursement of such work on a phase-by-phase basis in order to preserve adequate TIF funds to first ensure completion of the Village-related TIF Improvement Projects. If a phasing program is implemented, the Corporate Authorities, in their sole discretion, will allocate available TIF funds to the Requestor's TIF Improvement Project, on a phase-by-phase basis at dollar amounts set by the Corporate Authorities. In the event that the Village determines that there will be a shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, the Village will provide written notice to the Requestor of such fact and will inform the Requestor of the Village's ability to make additional reimbursements of TIF-eligible expenses under the Reimbursement Agreement or shall notify the Requestor of the implementation of a phasing schedule that will limit the amount of reimbursement based on available TIF funds or shall notify the Requestor that the Reimbursement Agreement shall terminate due to a lack of available TIF funds.

(b) **Illinois Prevailing Wage Act.** Because the TIF Improvement Projects involve the expenditure of TIF funds in the procurement of certain goods, supplies and materials and the construction of certain public improvements that benefit the Village residents and the public, the Village's contractors and the Requestor's contractors, and its respective subcontractors, who work on the TIF Improvement Project are required to comply with the Illinois Prevailing Wage Act.

(c) **Approval of Reimbursement Agreement.** The Corporate Authorities of the Village approve entering into the Reimbursement Agreement, attached hereto as EXHIBIT "B", with the Requestor in regard to the Project, and further authorize and direct the Village President and the Village Clerk to execute the Reimbursement Agreement.

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 May, 2014, pursuant to a roll call vote as follows:

AYES: Mayor E. Perkins, Trustee(s) C. Ealey-Cross, A. Jaycox, A. Dorris, M. Rogers, M. Lightford, and R. Rivers.

NAYS: None

ABSTAIN: None

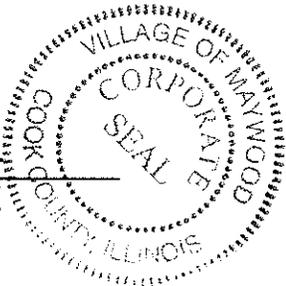
ABSENT: None

APPROVED by me as Village President, and attested to by the Village Clerk, on the 21st day of May, 2014.

ATTEST:



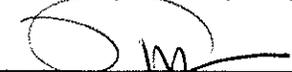
VILLAGE CLERK





VILLAGE PRESIDENT

Published by me in pamphlet form this 21st day of May, 2014.



VILLAGE CLERK

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, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. CO-2014-19

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES
FROM THE ST. CHARLES ROAD TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA FUND
FOR AN ELIGIBLE TIF IMPROVEMENT PROJECT AND
AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT
WITH SEAWAY SUPPLY COMPANY
FOR A PRIVATE PARTY TIF IMPROVEMENT PROJECT**

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 May, 2014, at which meeting a quorum was present, and approved by the President of Maywood on the 20th day of May, 2014.

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 E. Perkins, Trustee(s) C. Ealey-Cross, A. Jaycox, A. Dorris, M. Rogers, M. Lightford, and R. Rivers.

NAYS: None

ABSTAIN: None

ABSENT: None

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 21st day of May, 2014.



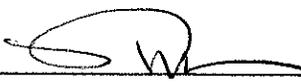
By: 
Village Clerk

EXHIBIT "A"

Project Area Boundary

(incorporated by reference and
on file with the Village Clerk's Office)

Village of Maywood

TIF DISTRICT BOUNDARIES



-  ST. CHARLES ROAD TIF DISTRICT
-  MADISON STREET / FIFTH AVENUE TIF DISTRICT
-  ROOSEVELT ROAD TIF DISTRICT

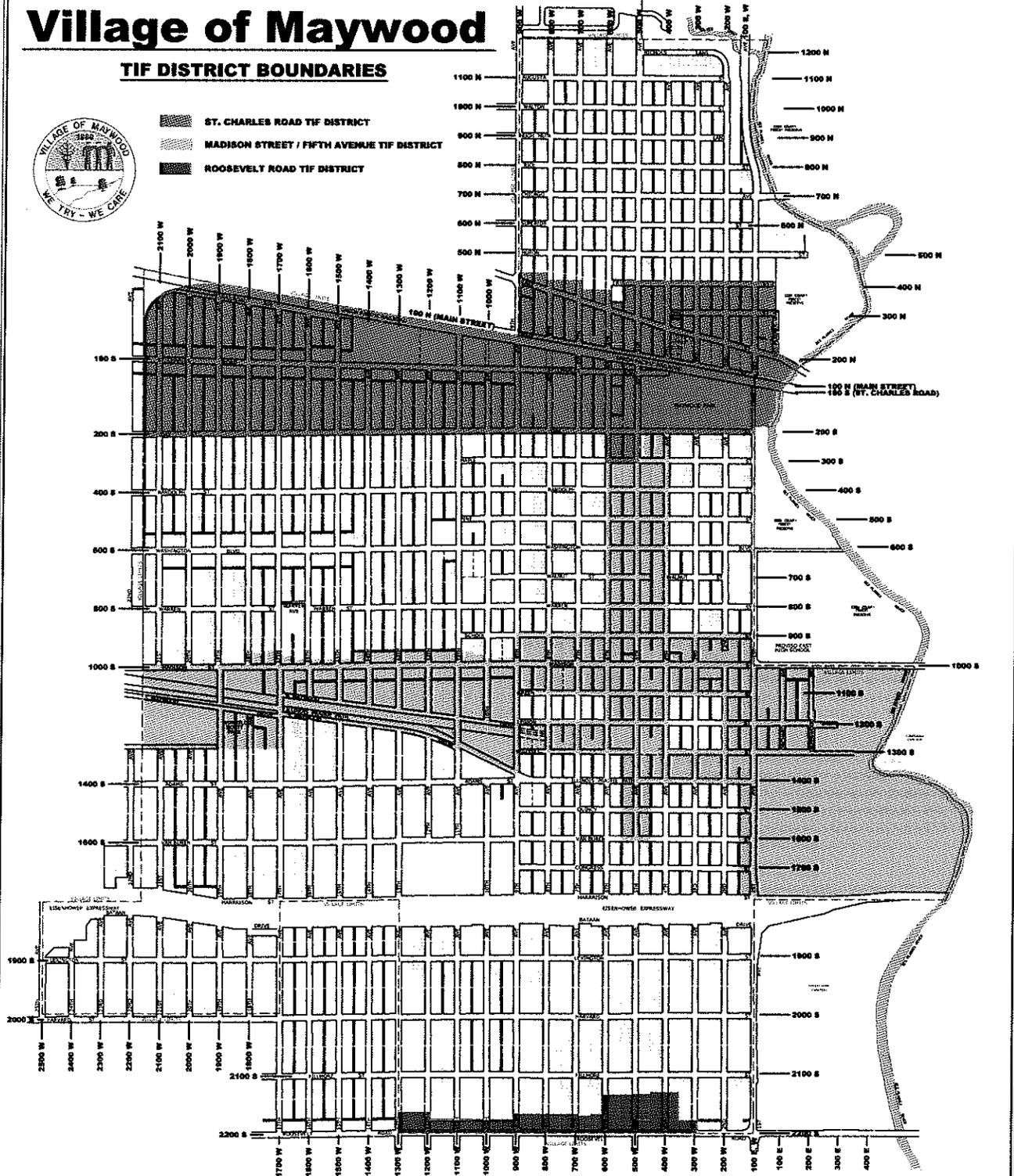


EXHIBIT "B"

Reimbursement Agreement

(attached)

**REIMBURSEMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND SEAWAY SUPPLY COMPANY
REGARDING TIF-ELIGIBLE PROJECT EXPENSES FROM
THE ST. CHARLES ROAD TAX INCREMENT FINANCING DISTRICT**

This Reimbursement Agreement ("Agreement") is entered into this ___ day of May, 2014 ("Effective Date"), by and between the Village of Maywood, an Illinois municipal corporation ("Village") and Seaway Supply Company, an Illinois corporation ("Requestor"). The Village and the Requestor are herein at times referred to individually as a "Party and collectively as the "Parties".

WITNESSETH:

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of 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, has adopted a "Redevelopment Plan and Project," designated a "Redevelopment Project Area" and adopted the use of tax increment finance ("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 St. Charles Road Tax Increment Financing Redevelopment Project Area, which is generally bounded by 22nd Street on the west, Oak Street on the south, Erie Street on the North and the Cook County Forest Preserve on the east (the "TIF Project Area"); and

WHEREAS, pursuant to the Act, the Village established the St. Charles Road Special Tax Allocation Fund ("TIF Fund") into which annual tax increment revenue from the TIF Project Area has been and will continue to be deposited during the life of the TIF and from which expenditures have been and will continue to be made for eligible TIF redevelopment project costs, as authorized by the Act and in accordance with the Village-approved Redevelopment Plan and Budget for the TIF 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 TIF Project Area must be removed, certain infrastructure improvements must be made and the TIF Project Area must be redeveloped, which will require the expenditure of redevelopment project costs as defined in the Act, as summarized in the TIF Project Area and Plan (the "Plan") by the Village; and

WHEREAS, under Ordinance No. CO-2013-20, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Plan, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Plan, to December 31, 2013, subject to receipt and expenditure of 2013 incremental real estate tax revenues during calendar year 2014; and

WHEREAS, it is necessary to consider and approve of the use of TIF funds during calendar years 2013 and 2014 to complete certain Village approved projects in order to stimulate reinvestment in the TIF Project Area; and

WHEREAS, the Requestor has submitted a proposal and budget for a project located within the TIF Project Area that involves certain improvements (the "Project"), some of which are TIF-eligible expenses (the "Proposal and Budget"). The Proposal and Budget contains a

detailed description of the Project, a copy of which is attached hereto as EXHIBIT "1" and made a part hereof; and

WHEREAS, the Requestor has requested to be reimbursed TIF funds to pay for certain TIF-eligible project expenditures in relation to the Project; and

WHEREAS, it is desirable and in the best interests of the residents of the Village, and it is in the mutual best interests of the Village and Requestor, to enter into this Agreement to authorize the expenditure of a certain limited amount of TIF funds to pay for the completion of certain portions of the Project that are deemed to be TIF-eligible expenses by the Village, in its sole discretion, which expenditures will be paid on or after the effective date of this Agreement and are further subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration and the agreed upon dollars to be paid in accordance with the terms of this Agreement, the respective covenants and agreements of the Parties set forth below, the Parties agree as follows:

1. 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.

- a. This Agreement is adopted in connection with implementing the Plan in accordance with the Act.
- b. This Agreement is a declaration of official intent under Treasury Regulation Section 1.150-2.

2. Estimate of Expenditures.

- a. The Village intends to reimburse the Requestor certain TIF-eligible expenditures in connection with the Project, including, but not limited to, the costs of removal of an existing chain-link barbed wire fence, and installation of a modern metal perimeter security fence; and
- b. The estimated Project costs provided in the detailed Budget, which is attached hereto as EXHIBIT "1", are not to exceed Forty-Three Thousand Seven Hundred and No/100 Dollars (\$43,700.00). The Proposal and Budget contains certain work and expenses that: (1) are not TIF-eligible expenses, or (2) the Corporate Authorities, in their discretion, have decided to only reimburse a portion of the Project costs. Therefore, the Requestor is not entitled to reimbursement from the Village for the full Project costs and Budget amount. The Requestor agrees that it will have to use its own funds to complete any Project work that is not a TIF-eligible expense or to pay for that portion of the Project costs not paid for by the Corporate Authorities. The Corporate Authorities shall retain sole discretion to decide which Project costs are TIF-eligible for reimbursement in accordance with the Act and the recommendations from the Village Engineer and the Village Attorney. **For this Project, the Corporate Authorities agree to reimburse the Requestor for fifty percent (50%) of the actually incurred and documented total costs of the Project, not to exceed Twenty-One Thousand Eight Hundred Fifty and No/100 Dollars (\$21,850.00).**

3. Authorization of Expenditures.

- a. **In order to account for any potential shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, which would leave the Village with inadequate funds to complete all Village-approved public improvement projects for 2014, this**

Project and the other calendar year 2014 private projects for which TIF reimbursement agreements have been authorized, the Requestor agrees that the obligation of the Village to reimburse the Requestor for TIF-eligible expenses that relate to the Project is subject to: (i) the availability of adequate TIF funds to first pay in full all of the Village-approved public improvement projects for 2014, which have priority over this Project and any other 2014 private projects for which TIF reimbursement agreements have been authorized, and (ii) the sole authority and discretion of the Village to implement a phasing program for the Project, to allocate the TIF-eligible work of the Project into phases and to authorize reimbursement of such work on a phase-by-phase basis in order to preserve adequate TIF funds to first ensure completion of the 2014 Village-approved public improvement projects. If a phasing program is implemented, the Village, in its sole discretion, will allocate available TIF funds to the Project and to the other 2014 private projects for which TIF reimbursement agreements have been authorized, on a phase-by-phase basis at dollar amounts set by the Village Board. Therefore, the Requestor agrees that there is no expectation or obligation of the Village to reimburse all of the TIF-eligible expenses set forth in the Proposal and Budget for the Project if the Village determines that there are inadequate TIF funds to first pay in full the 2014 Village-approved public improvement projects. In the event that the Village determines that there will be a shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, the Village will provide written notice to the Requestor of such fact and will inform the Requestor of the Village's ability to make additional reimbursements of TIF-eligible expenses under this Agreement or shall notify the Requestor of the implementation of a phasing schedule that will limit the amount of reimbursement based on available TIF funds or shall notify the Requestor that the Agreement shall terminate due to a lack of available TIF funds. The Requestor agrees to waive, release and hold harmless the Village and its appointed and elected officials, president and trustees, employees, attorneys, volunteers, agents and representatives ("Affiliates") from any claims and causes of action that could be brought against the Village and its Affiliates for any of the actions taken by the Village in the preceding sentence.

- b. Subject to the limitations of Subsection 3.a. above and the "not to exceed dollar amounts" set forth Section 2.b. above, the Village shall use St. Charles Road TIF funds to pay fifty percent (50%) of TIF-eligible expenses for the Project that are performed by the Requestor or its contractor(s), but only after the reimbursement requests are approved by the Village Engineer and the Corporate Authorities, as set forth in this Section. No other TIF-eligible expenses shall be added to this Project, unless the Parties mutually agree in writing to amend the Project description and Budget. Any TIF funds that are not contributed to the Project shall be available for spending on other TIF-eligible projects within the TIF Project Area. In the event that the Project costs exceed the Requestor's estimate of the "Total Cost" set forth in EXHIBIT "1" attached hereto or there are inadequate TIF funds to reimburse the Requestor for TIF-eligible expenses, the Requestor agrees that it is responsible for payment of those extra costs to complete the Project. All TIF-eligible work, costs or expenses incurred by the Requestor after the Effective Date of this Agreement shall be reimbursed in accordance with the reimbursement process set forth in this Section. Any work, costs or expenses incurred by the Requestor prior to the Effective Date of this Agreement are not eligible for TIF reimbursement. Because this Project involves the expenditure of TIF funds in the construction of certain public improvements that benefit the Village residents and the

public, the Requestor's contractors are required to comply with the Illinois Prevailing Wage Act.

- c. **TIF-Eligible Redevelopment Project Costs.** The term "TIF-eligible Redevelopment Project Costs" shall mean and include all Project costs that are determined to be and defined as "redevelopment project costs" in Section 11-74.4-3(q) of the Act by the Village Board (upon recommendation of the Village Attorney and Village Engineer), which are eligible for reimbursement under the Act. The Requestor acknowledges that TIF-eligible Redevelopment Project Costs do not, under the Act, include amounts including, but not limited to, any new construction, any kind of inventory, equipment, non-fixtures, and Requestor or contractor payrolls, benefit payments or salaries. In the event of default or termination of this Agreement, the Village shall have no obligation to make any future payments of any kind to the Requestor.
- d. **Reimbursements for TIF-Eligible Redevelopment Project Costs.** The Requestor shall arrange all contractors, subcontractors and material suppliers to perform all work and deliver all materials and supplies in relation to the Project and, to the extent necessary, advance all funds and all costs necessary to (i) complete the Project and (ii) undertake other matters eligible for reimbursement pursuant to this Agreement in connection with the work for the Project. The Parties agree that the portion of the Requestor's costs that are not TIF-eligible for reimbursement shall be paid one hundred percent (100%) by the Requestor. Subject to the limitations of Subsection 3.a. above and the "not to exceed dollar amounts" set forth Section 2.b. above, fifty percent (50%) of any actual, documented TIF-eligible Redevelopment Project Costs shall be reimbursed from the St. Charles Road TIF funds held by the Village, from time to time upon written request of the Requestor and verification and approval by the Corporate Authorities after a finding and recommendation is issued by the Village Engineer that all work has been completed in accordance with this Agreement and any Village-approved Final Plans and applicable codes and regulations. Provided the appropriate, executed lien waivers, contractor sworn statement/affidavit and invoices for completed work or materials and supplies incorporated into the Project are tendered to the Village Engineer and approved, the Village will use the TIF funds to make direct payments to the Requestor, contractors, subcontractors or material suppliers in accordance with this Section, subject to the limitations set forth in this Agreement. If the Requestor's funds are used to pay any deposits or advances to any contractors, subcontractors or material suppliers that relate to TIF-eligible Redevelopment Project Costs, the Requestor may seek reimbursement from the Village in accordance with this Section. Where invoices or statements relate to work to be paid in part from the Requestor's own funds and in part from Village TIF funds, the allocation of reimbursement shall be determined by the Village Engineer and his/her determination shall be final.
- e. **Process of Reimbursement.** To establish a right of reimbursement for a specific TIF-eligible Redevelopment Project Cost, the Requestor shall submit to the Village Engineer a written statement in the form attached to this Agreement as EXHIBIT "2" ("**Request for Reimbursement**") setting forth the amount of reimbursement requested and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers, contractor's sworn statement and affidavit or other evidence as the Village shall reasonably require to evidence completion of the Project work and the right of the Requestor to reimbursement under this Agreement. In each Request for Reimbursement, the Requestor shall itemize the total amount of the Project completed

to date, the total amount of Requestor Project Costs expended to date and the total amount of TIF-eligible Redevelopment Project Costs expended to date. All records with respect to the administration and the construction of the Project shall be created and maintained in a manner reasonably satisfactory to the Village and which will facilitate a ready determination as to whether or not a particular item of cost is eligible for reimbursement pursuant to the Act and this Agreement. The Village Engineer shall have fifteen (15) days after receipt of any Request for Reimbursement from the Requestor to inspect the work and advise the Corporate Authorities of his/her decision to approve or disapprove any of the expenditures for which reimbursement is sought in such request and, if disapproved, to provide the Requestor, in writing and in detail, with an explanation as to why the Village Engineer is not prepared to approve of such reimbursement; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not a TIF-eligible Redevelopment Project Cost, that the previous amount of reimbursed costs have met the "not to exceed dollar amounts" set forth Section 2.b. above, or that the documentation therefore is insufficient or the work is not complete or has not been performed in accordance with this Agreement or the Village-approved Final Plans and applicable codes and regulations. The Corporate Authorities will act on the Village Engineer's recommendation at the next available Corporate Authorities meeting.

- f. Notwithstanding any other provision of this Agreement to the contrary, if for any reason the Village is required by applicable law to make any payment to another taxing district in connection with the private development activities of the Requestor with respect to this Agreement, the amount of such payment shall be paid by the Requestor or shall be a prior charge or lien against the amount or percentage of incremental taxes otherwise to be credited or payable to the Requestor under this Agreement.

4. Additional Provisions Applicable To Both Parties

- a. All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, and addressed as follows:

<p>To the VILLAGE:</p> <p>Attn: Village Manager Village of Maywood 40 East Madison Street Maywood, Illinois 60153</p> <p>(p) 708/450-6301 (f) 708/681-8811</p>	<p>To the REQUESTOR:</p> <p>Attn: Thomas Engoren Seaway Supply Company 15 North 9th Avenue Maywood, Illinois 60153</p> <p>(p) 708/216-0000 (f) 708/216-0100</p>
<p>With a Copy to:</p> <p>Michael T. Jurusik Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903</p> <p>(p) 312/984-6400 (f) 312/984-6444</p>	<p>With a Copy to: NONE</p>

or to such other persons or such other addresses as the Parties may indicate in writing, by providing at least thirty (30) days written notice to the other.

- b. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- c. This Agreement shall inure to the benefit of, and shall be binding upon, the Village and the Requestor, and their respective successors and assigns.
- d. Nothing in this Agreement shall be construed to indicate that the Village is liable in any manner for any of the debts or obligations of any kind of the Requestor.
- e. In the event that any third party or parties institutes any legal proceedings against the Requestor and/or the Village, which relate to the terms of this Agreement or the Project, then, in that event, the Requestor shall indemnify and hold harmless the Village and its appointed and elected officials, president and trustees, employees, attorneys, volunteers, agents and representatives from any and all such proceedings, including any damages, judgments or losses and the litigation costs and expenses and legal fees and witness costs incurred by the Village relative to such proceedings. Upon receiving notice of any such legal proceedings, the Village, through its own selected attorneys, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and the Requestor shall pay any and all litigation-related costs and expenses and legal fees relating thereto. The Requestor shall reimburse the Village from time to time, on written demand and notice, the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

If the Requestor determines that there is, or may probably be, a conflict of interest between the Village and the Requestor on an issue of material importance to the Requestor, or which may reasonably have a potentially substantial adverse effect on the Requestor, then the Requestor, at its own cost, shall have the option of being represented by its own legal counsel.

In the event that the Village institutes legal proceedings against the Requestor for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against the Requestor all costs and expenses of such legal proceedings incurred by the Village, including, but not limited to, court costs, attorneys' fees and witnesses' fees incurred in connection therewith. Either Party may, in its sole discretion, appeal any judgment rendered in relation thereto.

- f. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other Party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.
- g. The respective Village and Requestor officers, who have executed this Agreement, warrant that they have been lawfully authorized by the governing Board of the Village and the Corporate Authorities of the Requestor to execute this Agreement on behalf of the Village and the Requestor. The Village and the Requestor shall, upon request, deliver to each other copies of any and all documents reasonably required to legally evidence the authority to so execute this Agreement on behalf of the respective Parties.
- h. This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

- i. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event such a court shall determine that the Village or Requestor does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village or Requestor from performance under such invalid provision of this Agreement.
- j. The Village and the Requestor shall act in good faith and take all necessary actions to cooperate with each other to fulfill their mutual obligations under this Agreement.
- k. This Agreement shall be signed last by the Village, and the Village President shall affix the date on which he signs this Agreement on page 1 hereof, which date shall be the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement is in full force and effect as of the date and year first written above.

VILLAGE OF MAYWOOD

SEAWAY SUPPLY COMPANY

By: _____
Village President

By: _____
President

Date: _____, 2014

Date: _____, 2014

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Secretary

Its: _____

Date: _____, 2014

Date: _____, 2014

EXHIBIT "1"

**Project Proposal, Detailed Budget and
Itemization of TIF-Eligible Costs for the Project**

(attached)

March 6, 2014

Subject: TIF Assistance

Dear Director of CCD,

This letter is to inform you of my TIF assistance request for the property located at 15 N. 9th Ave., Maywood in the St. Charles TIF district. The PIN numbers are 15-11-132-0000, 15-11-132-007-0000, 15-11-132-006-0000, 15-11-132-005-0000.

Presently this building is occupied by Seaway Supply Co., and has been since September 2012. The owner of Seaway Supply Co. is Thomas J. Engoren who also owns the building and land since December of 2011. At the time of purchase the building was empty for over two years and was in a state of disrepair. It was purchased as is for \$250,000 from the bank that had repossessed the building from its former occupants. Additionally \$257,992 was spent to prepare the building for use.

The current project involves the removal of a chain link fence that has barbed wire extending upwards from the top of the fence to prevent entry to parking area and building during non-business hours. The proposed fence is a coated material over metal that doesn't require any maintenance that has been warranted for 20 years. The work and material supplied is being performed by A&M Fence. The all inclusive proposal is for \$43,700.00.

This project would begin after CCD approval. It will be completed within two weeks of the start date. The 50% Seaway Supply Co., will be paid from operational cash flow. The purpose of the fence is to keep the property secure and improve the image of the company and the town.

TIF funds used to improve the image of a local business will assist the Village building a better base of businesses. The improvement will be as functional as the fence that is currently in place however the improvement will inspire other businesses to represent themselves in a professional well kept appearance. It will also show prospective businesses that Maywood is supportive of their businesses.

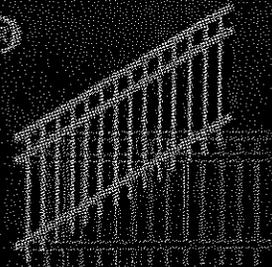
Sincerely,

Tom Engoren

MONTAGE®

by AMERISTAR®

www.MONTAGEFENCE.COM



7' & 8' TALL

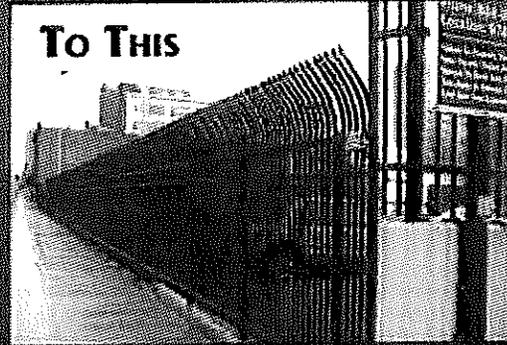
MONTAGE PLUS®

FOR GREATER PERIMETER SECURITY



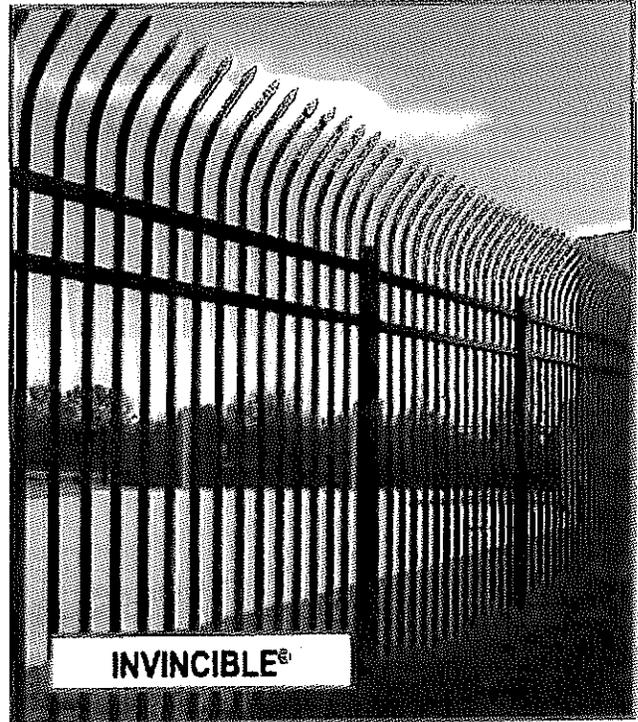
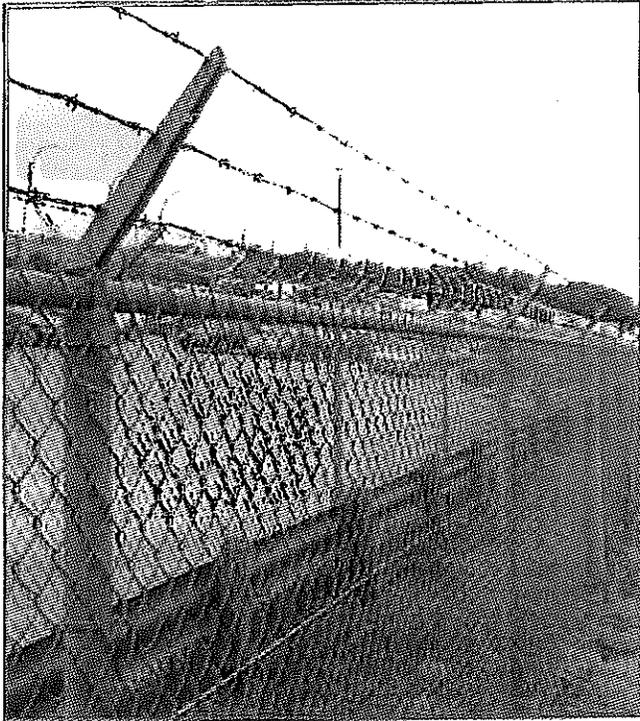
THE NEW ALTERNATIVE TO CHAIN LINK FENCING

MONTAGE MAKEOVERS ARE SWEEPING THE NATION

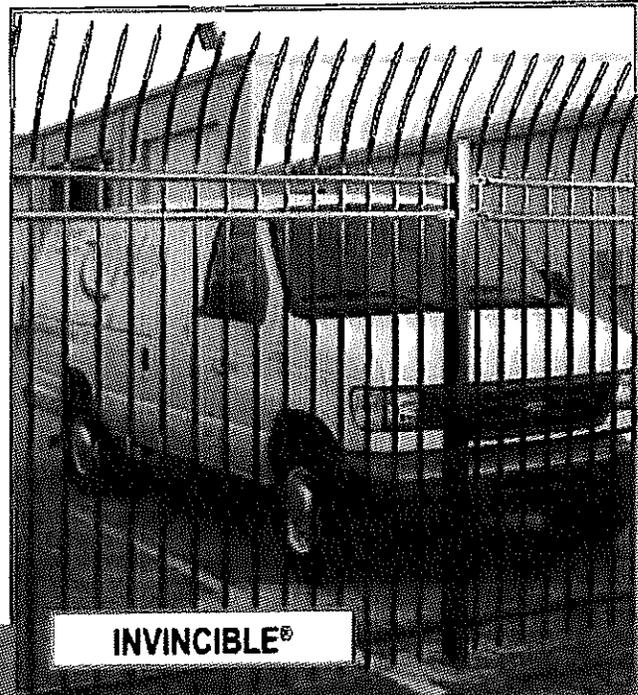


SEE WHY INSIDE

UNCHAINING



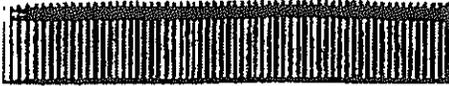
The curved pickets of the Invincible style provide a superior look to chain link and barbed wire.



OLD LOOK

NEW LOOK

Illinois Iron & Fence



Total Customer Satisfaction

Brookfield, IL
Phone (708) 447-8500
Fax (708) 447-8840

DATE 11-27-13

Customer <u>SEAWAY SUPPLIES</u>	Job Site _____
Address <u>15 N. 9TH AVE.</u>	Address _____
City <u>MAYWOOD</u> State <u>IL</u> Zip <u>60153</u>	City _____ St. _____ Zip _____
Home # <u>708-216-0009</u> Work # _____	Site # <u>SAME</u> Contact <u>TOM ENGEREN</u>

We hereby propose to furnish material and perform the labor necessary for the completion of the following: STEEL

Total Footage	ft.	Wood-PLYC	ft.	Chain Link	ft.	Iron-Arm	ft.
Height, Style & Color						<u>7' XCEL STEEL</u>	
Picket/Wire Size: Spacing						<u>BLACK</u>	
Top Finish						<u>STONE CURVE TOP</u>	
Rails Number and Size						<u>(3) RAIL</u>	
Gates						<u>(1) 7' X 11' SLIDE GATE</u>	
Terminal Post Sizes						<u>2 1/2" X 4" OP. GATE</u>	
Intermediate Post Size						<u>2 1/2"</u>	
Take Down	<u>468'</u> ft.	Haul Away	<u>468'</u> ft.	Haul Dirt	<u>NO</u>	Butt Pulls	<u>5'</u>
Concrete Breaks	<u>17</u>	No. Core Drills	<u>NO</u>	No. Asphalt Breaks	<u>NO</u>	Underground Utilities	<u>YES</u>
Trim Bushes	<u>NO</u>	Follow Ground	<u>YES</u>	<u>Straight</u> Stopped		Good Side	<u>IN</u> <u>OUT</u>

OPTIONAL

NO. 11 SLIDE GATE OPERATED & INSTALLED

AND 468' 00" OF TAKE DOWN

SEE ATTACHED LAYOUT

LIFETIME WARRANTY ON ALL WORKMANSHIP

THIS WAS ADDED

AREA (A) \$16,750.00

AREA (B) 9,580.00

AREA (C) 7,660.00

TOTAL \$34,320.00

ADD \$300.00

FOR GATE 40,680.00

60% DOWN ON ALL SPECIAL ORDERS

If any construction permits are required by local ordinances, Purchaser agrees to secure and pay for said permits. The undersigned Purchaser hereby assumes full responsibility for location or property line which said material is to be installed and agrees to hold Illinois Iron & Fence harmless from all claims arising from questions of survey of said property or said property line. Illinois Iron & Fence is only obligated by what is written in the contract. Price quoted is for normal installation, therefore any additional items such as concrete or asphalt breaks or rough fill is discovered, or any other unique conditions involving extra labor costs, additional costs are hereby authorized unless already noted. Customer hereby assumes responsibility for any stolen material or vandalism to fence during construction.

Failure to pay Illinois Iron & Fence as outlined above shall void all warranties and further, Illinois Iron & Fence shall have the right to remove from the Purchaser's property all fencing installed by virtue of this contract and all prior payments shall be forfeited and applied as liquidating damages but shall not limit Illinois Iron & Fence from securing further payments as required. Purchaser also agrees to pay for all reasonable attorney fees, court costs and collection costs incurred by Illinois Iron & Fence. In collecting any money due a 25% handling charge will be assessed on all cancellations. All material guaranteed for _____ year(s), except paint or stain finishes or any locking mechanism. Installation guaranteed for the life of the fence against any defects resulting from improper workmanship, other than wood gates. Installation of wood gates is guaranteed for 1 year.

ACCEPTANCE AND AGREEMENT TO PAY

The above prices, specifications and conditions are satisfactory and hereby accepted. Illinois Iron & Fence is authorized to commence work and Purchaser will provide payment as outlined above with a service charge of 1.5% per month (18% per year) on any unpaid balance. In the event this proposal is not approved by Illinois Iron & Fence, Engineering and Credit Departments, any payments made shall be refunded to the customer and this proposal shall become null and void.

Buyers Signature _____ Date _____

Illinois Iron & Fence Representative _____ Date 11-26-13

COMPLETE PRICE

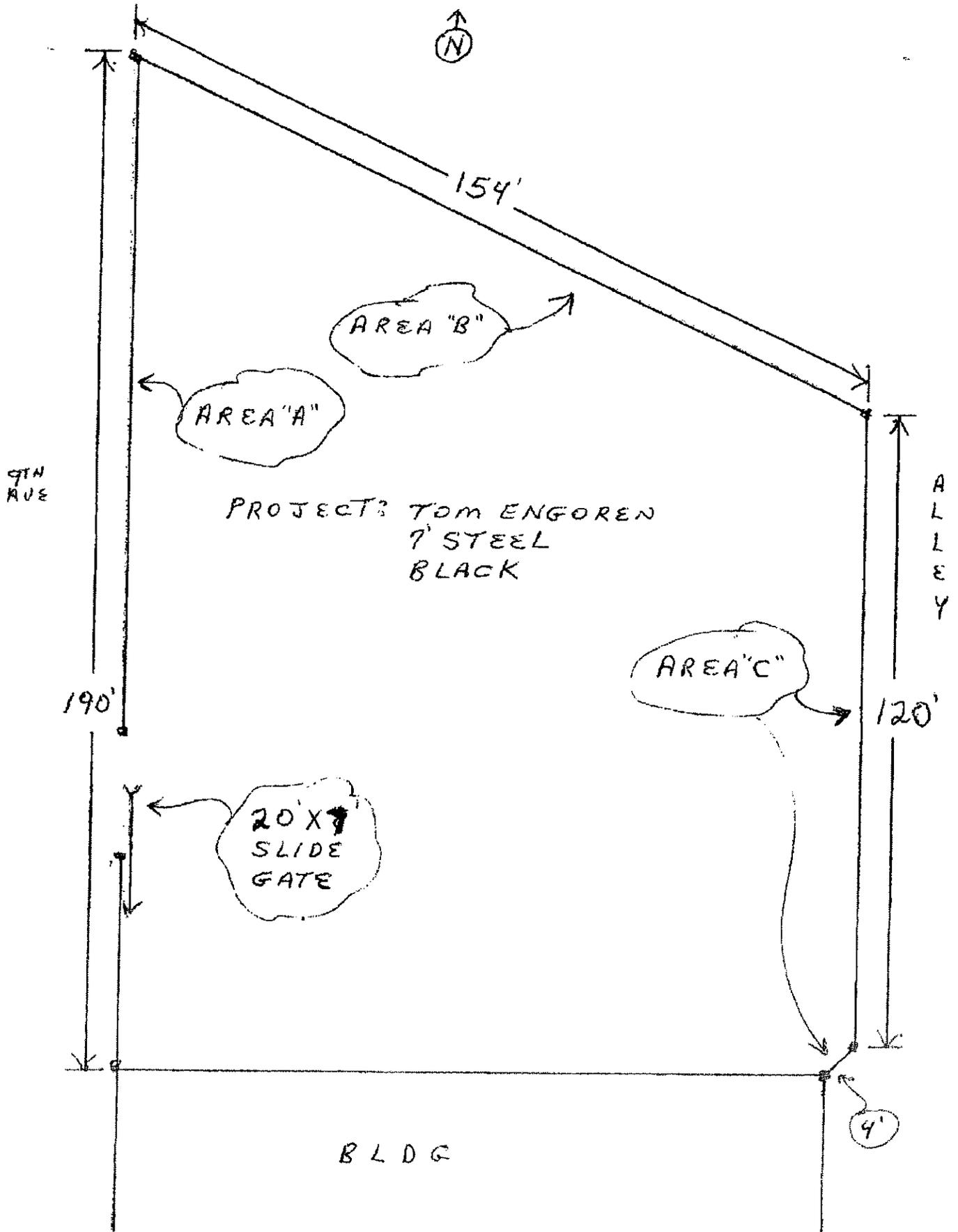
\$ _____

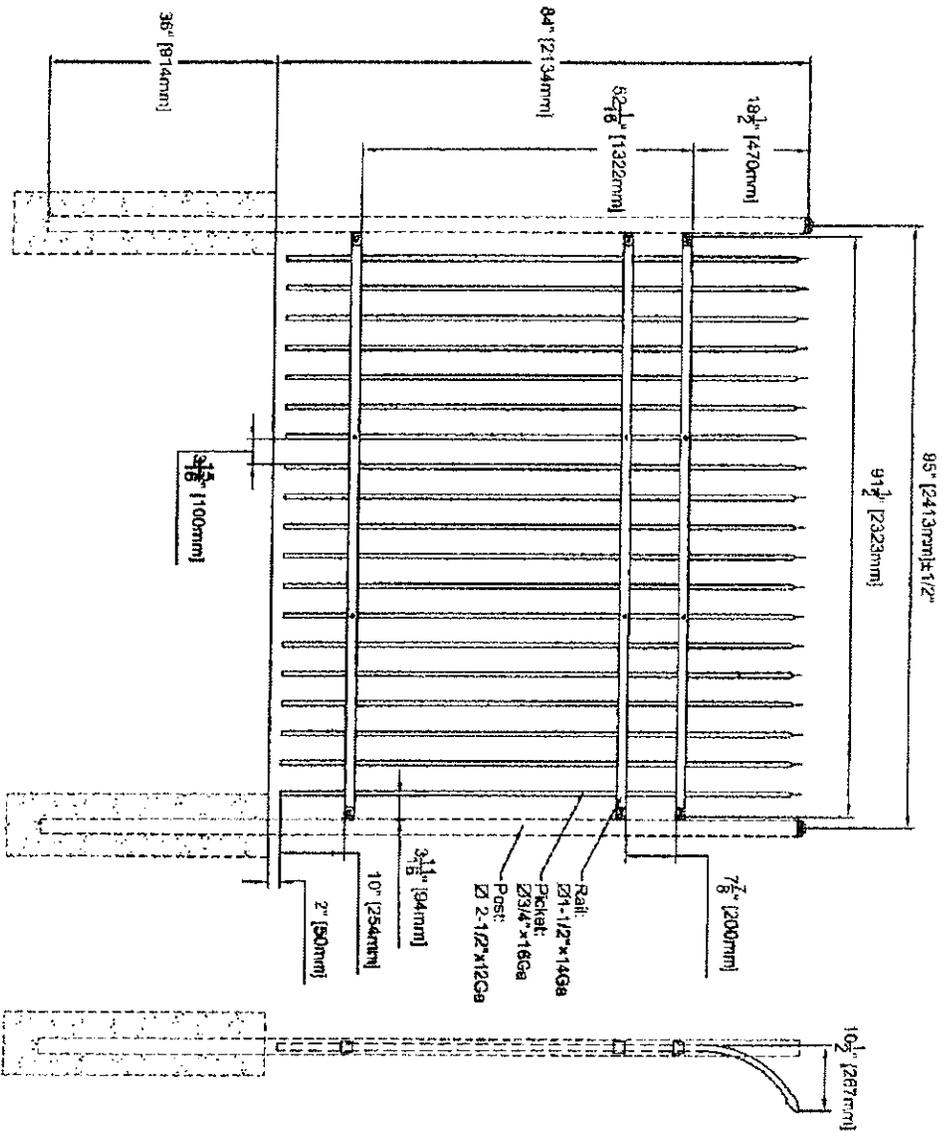
PAYMENTS AS FOLLOWS: 60% Deposit

Balance due upon completion

Deposit \$ _____ Check # _____

Balance Due \$ _____





1-866-392-0808

www.xcelfence.com

Design	Q, Z	Standardization	CJH
Drawing	CJH	Approve	Q, Z
Revise	DHM	Date: 01-01-2007	
Auditing	MZO		

3-Rails Curve Top
Picket Bottom

MBC0708-S

total 1 pages page 1

XCEL FENCE, Inc.

INNOVATION™ ORNAMENTAL FENCE SYSTEMS

LITE™ - Residential & Commercial

3'H through 6'H x 8'W

- G60 Galvanized Steel: 50,000 PSI (ASTM A653)
- SupremeCoat™ Finish
- Multi-stage pretreatment/wash (with non-phosphorus coating)
- Glossy Polyester TGIC powder top coat finish
- 11-Year Warranty
- BOCA Pool Code Compliant
- U.S. Patent #7,025,335

PLUS™ - Commercial & Industrial

4'H through 10'H x 8'W

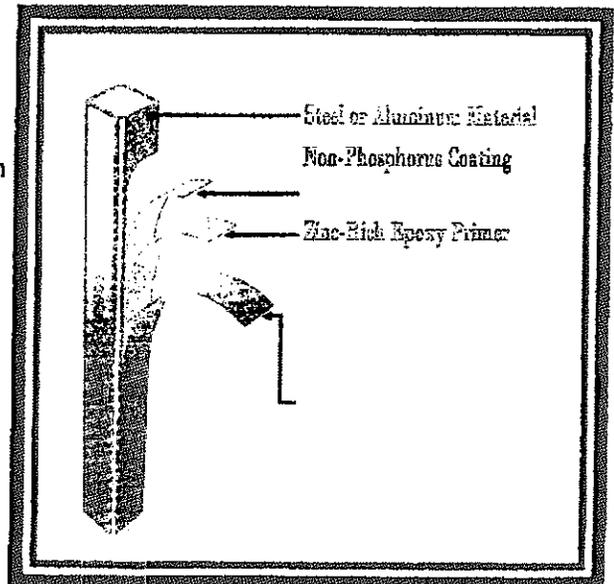
- G90 Galvanized Steel: 58,000 PSI (ASTM A653)
- SupraCoat™ Finish
- Multi-stage pretreatment/wash (with non-phosphorus coating)
- Zinc-rich Epoxy Primer
- Glossy Polyester TGIC powder top coat finish
- 21-Year Warranty
- BOCA Pool Code Compliant
- U.S. Patent #7,025,335

ARETÉ™ ALUMINUM

Residential: 3'H through 6'H x 6'W

Commercial, Industrial & High Security: 4'H through 8'H x 8'W

- 6063 Aluminum Alloy: (ASTM B221)
- SupremeCoat™ Finish
- Multi-stage pretreatment/wash
- Glossy Polyester TGIC powder top coat finish
- Limited Life Time Warranty
- BOCA Pool Code Compliant
- U.S. Patent #7,025,335

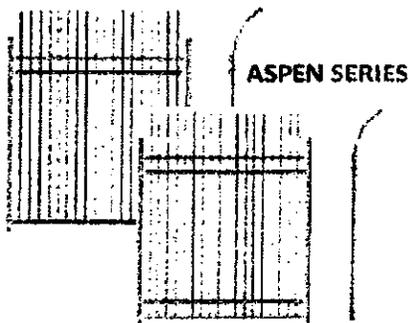
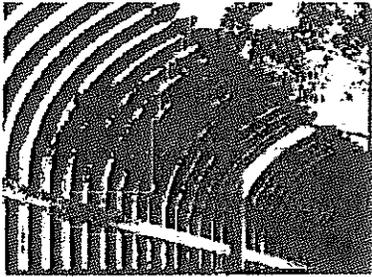


SecureSnap™ clip design is a trademark of XCEL Fence Inc.

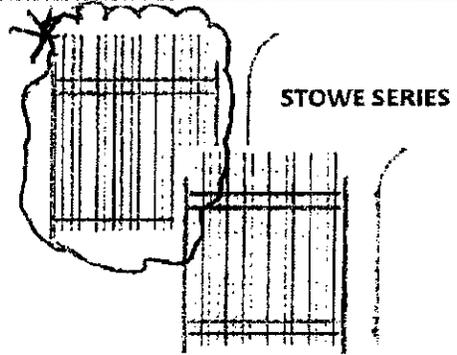
2

HIGH SECURITY PANELS

45° CURVE

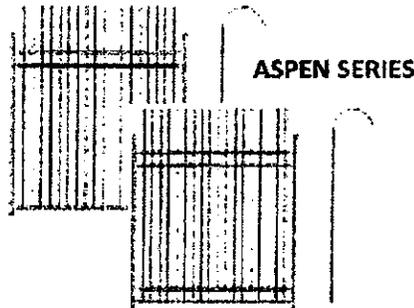
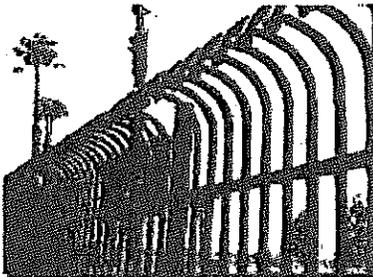


ASPEN SERIES

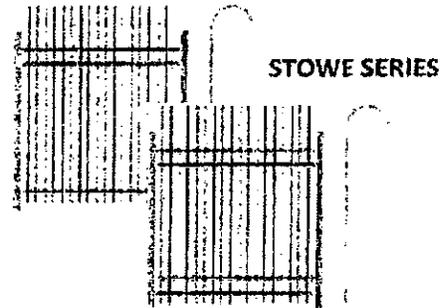


STOWE SERIES

90° CURVE



ASPEN SERIES



STOWE SERIES

INNOVATION™ FENCE SYSTEMS

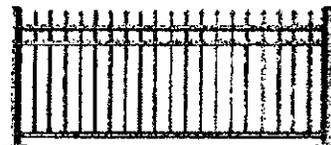
SECURESNAP™ pickets are interchangeable, just add our universal rails & rings to create your fence system.

MODEL A



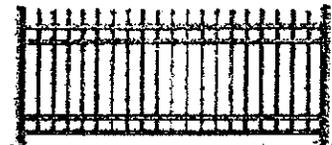
2-RAIL SYSTEM

MODEL B



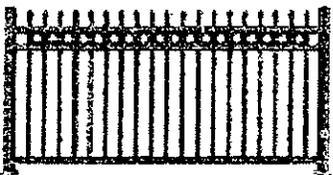
3-RAIL SYSTEM

MODEL E



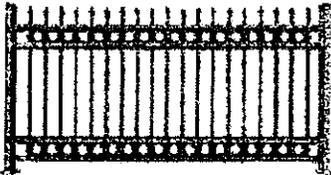
4-RAIL SYSTEM

MODEL C



3-RAIL SYSTEM
TOP RINGS ONLY

MODEL D



4-RAIL SYSTEM
TOP & BOTTOM RINGS

UNIVERSAL RAILS



THRU-PUNCH RAIL



CLOSED-PUNCH RAIL



PICKETS

PICKET TOP
PRESSED TOP

SecureSnap™ pick design is a trademark of XCEL Fence, Inc.

CONSTRUCTION SPECIFICATIONS

ORNAMENTAL STEEL FENCE SYSTEM

SECTION 32 31 19 (MasterFormat, 1995 Edition, 02825/C, Abbreviated)

INNOVATION PLUS™ Commercial & Industrial Grade

PART 1 - GENERAL

1.01 SUMMARY

Section includes: Pre-finished decorative metal picket fence to be furnished by a contractor, who shall provide all labor, materials required for installation at _____ (project site).

1.02 REFERENCES

ASTM A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process. ASTM A787, Standard Specification for Electric-Resistance-Welded Metallic-Coated Carbon Steel Mechanical Tubing. ASTM B317, Standard Practice for Operating Salt Spray (Fog) Apparatus. ASTM D523, Standard Test Method for Specular Gloss. ASTM D822, Standard Practice for Filtered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings. ASTM D1654, Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments. ASTM D2244, Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates. ASTM D2794, Standard Test Method for Resistance of Organic Coatings to the effects of Rapid Deformation (impact). ASTM D3359, Standard Test Methods for Measuring Adhesion by Tape Test.

1.03 PERFORMANCE REQUIREMENTS

A. Fence panels shall be capable of supporting the following loads applied vertically at the center of the top rail without permanent deformation.

1. PLUS™ Commercial Steel: 400 pounds (1780 N)
2. PLUS™ Industrial Steel: 600 pounds (2670 N)

1.04 SUBMITTALS

The manufacturer's submittal documents shall be provided prior to delivery.

1.05 QUALITY ASSURANCE

The contractor shall be qualified with the knowledge and skills required to perform the type of construction while using the provided materials.

1.06 DELIVERY, STORAGE, AND HANDLING

The contractor shall inspect and verify shipment contents and store materials according to manufacturer's recommendations.

1.07 WARRANTY

A. Special Warranty: 21-Year limited warranty against defects in material and workmanship and against cracking, chipping, peeling, corroding and blistering.

PART 1 - PRODUCTS

2.01 MANUFACTURER

A. XCEL Fence, Inc. 910 E. Cedar Street, Ontario, CA 91761. Tel: (909) 392-0808 Fax: (909) 392-0999 E-mail: info@xcelfence.com Website: www.xcelfence.com

B. Material Grade, INNOVATION®

1. PLUS™ Steel, Commercial Grade
2. PLUS™ Steel, Industrial Grade

2.02 MATERIALS

A. PLUS™ Steel, Commercial & Industrial Grade

1. Galvanized Steel Sheet: ASTM A653, G90 designation.

a. Tensile Strength: 58,000 PSI (400 MPa) minimum.

b. Yield Strength: 50,000 PSI (344 MPa) minimum.

2.03 COMPONENTS

A. Line, Corner, End and Gate Posts:

1. INNOVATION PLUS™ Steel, Commercial Grade.

a. 2-1/2 inches by 2-1/2 inches, 12 gauge ASTM A787 steel tubing. Include formed steel cap.

2. INNOVATION PLUS™ Steel, Industrial Grade.

a. 3 inches by 3 inches, 12 gauge ASTM A787 steel tubing. Include formed steel cap.

B. Rails:

1. INNOVATION PLUS™ Steel, Commercial Grade

a. 1-1/2 inches by 1-1/2 inches, 14 gauge ASTM A787 steel tubing. Includes formed steel cap.

2. INNOVATION PLUS™ Steel, Industrial Grade

a. 1-3/4 inches by 1-3/4 inches, 14 gauge ASTM A787 steel tubing. Includes formed steel cap.

C. Pickets:

1. INNOVATION PLUS™ Steel, Commercial Grade

a. 3/4 inches by 3/4 inches, 16 gauge ASTM A787 steel tubing with factory installed, stainless steel, spring clips to secure pickets to rails.

2. INNOVATION LITE™ Steel, Industrial Grade

a. 1 inch by 1 inch, 14 gauge ASTM A787 steel tubing with factory installed, stainless steel, spring clips to secure pickets to rails.

2.04 STYLE

The manufacturer's heights and styles of picket variations shall be provided in the long form construction specifications available from manufacturer's website.

2.05 FABRICATION

A. Fence Panels: Fabricate pre-punched rail and picket components in a manner that allows panel sections to be installed on a (25 percent) (12.5 percent) change in grade over the length of the panel per manufacturer's included installation guide.

2.06 FINISH

A. Finish metal components individually prior to assembly.

B. Preparation: Multi-stage pretreatment including an alkaline wash, and zinc phosphate surface treatment.

C. Shop Priming: Electrostatic applied zinc-rich epoxy coating, minimum 2 mils (0.508 mm) thick.

D. Shop Finishing: Electrostatic applied polyester color coat, minimum 2 mils (0.508 mm) thick.

e. Finished Coating Performance Requirements:

1. Adhesion: ASTM D3359, Method B.

2. Corrosion Resistance: ASTM B117 and D1654.

3. Impact Resistance: ASTM D2794.

4. Weathering Resistance: ASTM D822, D2244, and D523, 60 Degree Method.

F. Color: Black (Standard color as selected by Architect) (Custom color as selected by Architect).

PART 3 - EXECUTION

3.01 EXAMINATION

Examine earthwork and paved surface conditions where fencing is to be installed. Verify that soil is either firm undisturbed or properly compacted at post locations. Verify that siped grades do not exceed manufacturer's bias-able panel limitations. Verify property line locations, legal boundaries, and relative post placement. Coordinate with responsible entity to correct unsatisfactory conditions. Commencement of work by installer is acceptance of conditions.

3.02 PREPARATION

Stake fence layout including posts, gates, and terminal posts to be inside property lines. Note locations of underground utilities, irrigation systems, benchmarks, property monuments and other underground structures.

3.03 INSTALLATION

Install posts, rails, and pickets in accordance with manufacturer's installation drawings. Post Hole Excavation: Excavate holes to diameter and depth shown on shop drawings. Dispose of excavated soil off site unless otherwise approved by Architect. Post Settings: Set posts in holes and verify that posts are plumb, aligned, and at correct height and spacing per manufacturer's detailed installation instructions. Brace to maintain position until concrete is sufficiently cured. Protect post exposed above finished concrete line from concrete spatter. Place concrete in holes and tamp or vibrate to consolidate. Top of concrete at post shall be 2 inches (50 mm) above finished grade. Smooth top of footings and slope to grade. Post Settings with Flanges: Secure flange to surface in accordance with manufacturer's instructions and mount post over flange assuring a tight compression fit. Fence Installation: Rails: Secure to posts using manufacturer's standard brackets and fasteners. Pickets: Insert pickets into rails and verify that spring clips engage rails. Finish Installation Procedures: Remove concrete splatter protection from posts. Install posts caps. Install finials. Touch-up damaged color coatings using galvanizing compound spray paint on bare metal surfaces followed by manufacture supplied color touch-up kit.

3.04 CLEANING

Reference Section 01 74 00-Cleaning and Waste Management.

NOTE: Abbreviated form. Long format available online.

SecureSnap™ clip design is a trademark of XCEL Fence Inc.



Tru-Link Fence
 & Products Company Since 1952
 5440 West Touhy Ave * Skokie, IL 60077
 (847) 568-9300 * Fax (847) 568-9600

**PROPOSAL AND
ACCEPTANCE**

Attn:

Proposal submitted to: SeaWay Supply		Phone: 708-216-0000	Date: 11.27.13
Street: 15N 9 th Ave.		Fax:	Job Phone:
City, State and Zip Code: Maywood, IL 60153		Job Name: Chain link fence replacement with new ornamental Fence.	
Email: tomengoren@gmail.com	Tom Engoren	Job Location: As listed	

We hereby submit specifications and estimates: Furnish and Install

Item	Description	Approx. Quantity	Unit	Unit Price	Total
1	Take down and haul away 191' of 7' high galvanized chain link fence cutting the posts off below grade... Total cost complete...				\$1,193.00
	Furnish and install 171' of 7' high Ameristar Brand Montage Plus line of e-coated black ornamental steel fence system in the "Invincible" style with the curved spear point 3/4" pickets, 3 - horizontal rails, 2-1/2" line and end posts, 3 - 4" gate posts and 1 - 20' wide ornamental cantilever transport single slide type gate... Total cost complete...				\$24,640.00
	Furnish and install 1 - DoorKing Model 9150 1HP electric gate operator with built in battery backup, mounting posts in concrete footings, radio in/out with 10 transmitters, surge protector for 110 volt power, and safety mesh for the gate and adjacent fence. Does not include trenching, conduits or wire for power... Total cost additional...				\$6,771.00
	Alternate: Furnish and install an additional 154' of same style fence along the sideline... Total cost additional... Removal of the existing 154' of chain link fence.....				\$11,263.00 \$962.00
	Alternate: Furnish and install an additional 123' of same style fence along the back line and 3' to the building... Total cost additional... Removal of the 123' of chain link fence.....				\$9,760.00 \$769.00

Prices good for 30 Days

Quoted price is based on the current market conditions. We reserve the right to adjust this quote based on market conditions at the time material is ordered and delivered to the job site.

Exclusions: Bonds, permits, licenses, and fees

Work performed on a regular time basis per our current certificate of insurance

Payment to be made as follows: 50 percent down, balance upon completion.

OWNER MUST OBTAIN ALL PERMITS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Customer here by assumes full responsibility for the location of the line upon which fence materials are to be installed and locate any and all private cable to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Tru-Link Fence to Call J.U.L.I.E.

Authorized Signature:

Mark Havemann

Mark Havemann - Senior Commercial Estimator

Tru-Link Fence

Note: We may withdraw this proposal if not

accepted within 30 days.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE.

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____
Signature _____

Date of Acceptance _____



A&M Fence Corporation
Customer Satisfaction Guarantee
amfencechicago@att.net



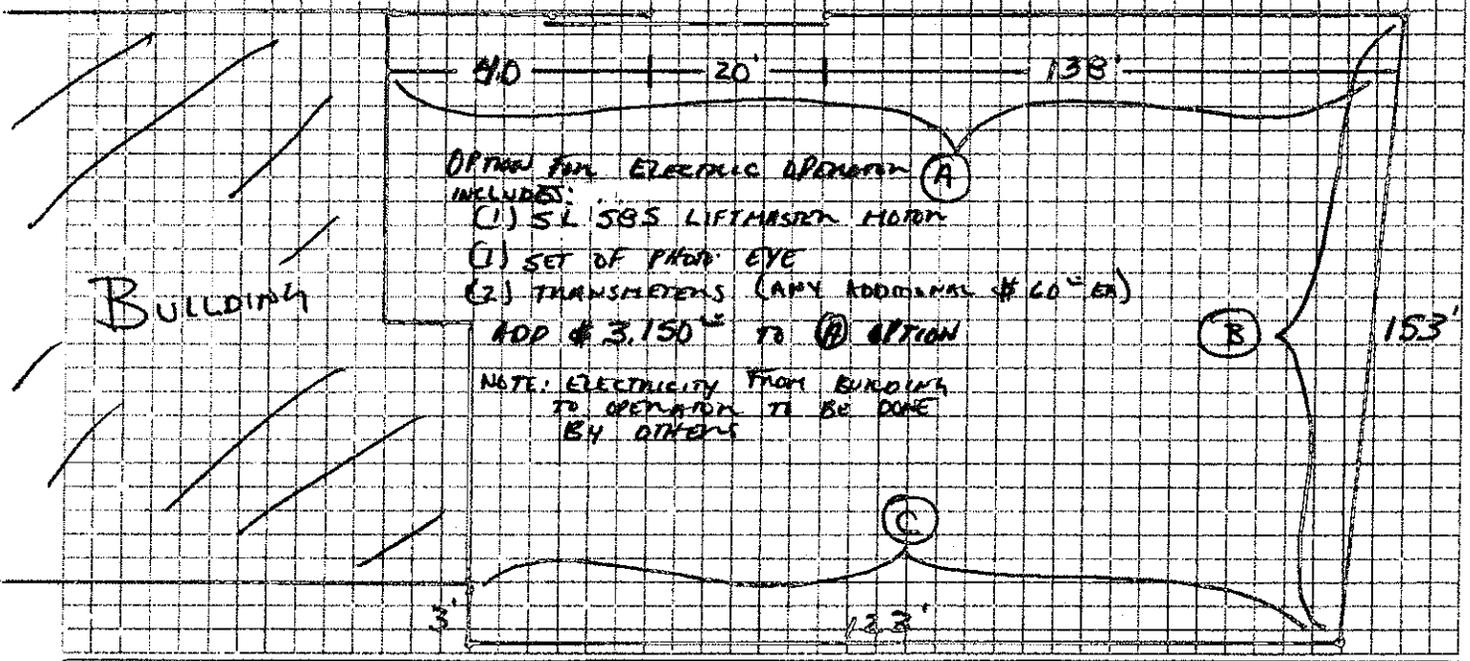
Date 11/19/13

Customer SEAWAY SUPPLY CO. Job Site SAHE
Address 15 NORTH 9th AVE Address _____
City MAYWOOD St. IL Zip 60153 City _____ St. _____ Zip _____
Office Home # 708-216-0000 Call Work # 708-902-0000 Site # _____ Contact TOM ENGREN

We hereby propose to furnish material and perform the labor necessary for the completion of the following:

Total Footage	ft.	STEEL	ft.	Chain Link	ft.	Ornamental Iron-Alum	ft.
Height, Style & Color		8' HIGH INVINCIBLE BLACK COLOR					
Picket/Wire Size: Spacing		3/4" WITH 4" SPACING					
Top Finish		CURVED					
Rails Number and Size		3					
Gates		(1) 20' X 8' CANTILEVER GATE					
Terminal Post Sizes		2 1/2" SQ WITH FLAT CAPS					
Intermediate Post Size		2 1/2" SQ WITH FLAT CAPS					
Gate Post Sizes		4" SQ WITH FLAT CAPS					
Take Down	AS NEEDED	Haul Away	AS NEEDED	Haul Dirt	YES	Butt Pulls	AS NEEDED
Concrete Breaks	NO	Core Drills	NO	Asphalt Breaks	26	Underground Utilities	YES
Trim Bushes	NO	Straight Top Following Ground	YES	Stepped	NO	Good Side	IN OUT

42" IN
CONCRETE
OR TO CODE



If any construction permit are required by local ordinances, Purchaser agrees to secure and pay for said permits. The undersigned Purchaser hereby assumes full responsibility for location or property line which said material is to be installed and agrees to hold A&M Fence Corporation harmless from all claims arising from questions of survey of said property or said property line. A&M Fence Corporation is only obligated by what is written in the contract. Price quoted is for normal installation, therefore any additional items such as concrete or asphalt breaks or rough fill is discovered, or any other unique conditions involving extra labor costs, additional costs are hereby authorized unless already noted. Customer hereby assumes responsibility for any stolen material or vandalism to fence during construction. Failure to pay A&M Fence Corporation as outlined below shall void all warranties and further, A&M Fence Corporation shall have the right to remove from the Purchaser's property all fencing installed by virtue of this contract and all prior payments shall be forfeited and applied as liquidating damages but shall not limit A&M Fence Corporation from securing further payments as required. Purchaser also agrees to pay for all reasonable attorney fees, court costs and collection costs incurred by A&M Fence Corporation in collecting any money due a 25% handling charge will be assessed on all cancellations. All material guaranteed for 20 year(s), except paint or stain finishes or any locking mechanism. Installation guaranteed for the life of the fence against any defects resulting from improper workmanship, other than wood gates. Installation of all gates is guaranteed for 1 year. This Proposal is void if not accepted within 30 days.

ACCEPTANCE AND AGREEMENT TO PAY
The prices below, specifications and conditions are satisfactory and hereby accepted. A&M Fence Corporation is authorized to commence work and Purchaser will provide payment as outlined below with a service charge of 1.5% per month (18% per year) on any unpaid balance. In the event this proposal is not approved by A&M Fence Corporation Engineering and Credit Departments, any payments made shall be refunded to the customer and this proposal shall become null and void.

COMPLETE PRICE: **Ⓐ \$22,800** = **Ⓑ \$11,300** = **Ⓒ \$9,600** = **Ⓓ \$3,150**
PAYMENTS AS FOLLOWS: 50% Deposit, Balance due Upon Completion

DEPOSIT \$ _____ Check # _____ Balance Due \$ _____
Buyer's Signature _____ Date _____ Exp. Date _____
A&M Fence Corporation [Signature] (MANNY) Date 11/19/13 Security Code _____

FOR MANUFACTURE

VISA / MASTERCARD / DISCOVER



Best Quality, Best Price

A&M Fence Corp

3114 S. 61st. Ave. Cicero, IL 60804
Tel. 708-780-0500 • Fax: 708-780-0600

A&M Fence Corporation

Customer Satisfaction Guarantee

CUSTOMER CHECKLIST.....

CUSTOMER RESPONSIBILITIES:

1. STARTING PROCESS

- A. Sign bottom of contract and mail or fax to A&M Fence Corp.
- B. Mail check for 50% deposit or fax /call with credit card information.

2. GETTING PERMIT

- A. Bring a copy of the contract along with a copy of the plat of survey to your village in order to get your permit

3. EXTERIOR

- A. Trim all bushes / trees from property line.
- B. A&M Fence will charge ~~\$30.00~~ Hourly per men for bush and tree trimming.
M.R.

4. INSTALLATION

- A. Make sure water and electricity are available for the A&M crew. If not available notify your salesman.
- B. Have a copy of your plat of survey for the crew to review to make sure your new fence is in your prop. Line.

5. DIRT HAUL

- A. Pick an area for dirt to be placed when fence posts are set.
- B. A&M Fence will charge ~~\$7.00~~ per hole for dirt haul away
M.R.

6. UNDERGROUND SPRINKLER, GAS TO BBQ GRILL OR OUTSIDE ELECTRICITY SUCH AS ELECTRICITY FROM HOUSE TO GARAGE AND OUTSIDE LIGHTING, JULIE WILL NOT MARK.

- A. Please have areas marked before the crew arrives
- B. Inform A&M Fence of location
- C. A&M Fence is not responsible for unmarked lines.

7. FINAL PAYMENT

- A. Upon completion of work, final payment is to be given to the crew either by cash, check or credit card.

A&M FENCE CORP. RESPONSIBILITIES

1. BUILDING FENCE

- A. Supply materials and labor per contract

2. SCHEDULING

- A. A&M Fence Corp. will order Julie. You will see flags or spray paint on front lawn. Prior to installation
- B. A&M Fence Corp. will contact owner regarding scheduled dates approximately 2 days in advance.
- C. Guarantee property line with customer plat of survey.

I received and understand the above requirements.

Owner / Authorized Signature

Date

PRINCIPAL PROFILE

The following information must be provided for each individual that is an owner, partner, investor, director or officer of the applicant entity or of any entity holding an interest in the applicant. The information will be provided only to the Department of Finance and Department of Compliance for the purpose of determining whether any of the listed persons have outstanding water bills, traffic or parking tickets, child support payments, or other obligations. All outstanding obligations must be satisfied before the Department of Planning and Development will proceed with the application.

Name: <i>Thomas J. Engoren</i> Home Address: <i>933 Keystone Ave. River Forest, IL 60305</i> Date of Birth: <i>06-24-1958</i> Social Security Number: <i>072-42-6730</i> Driver's License Number: <i>E526-8305-8179</i> License Plate Number: <i>SEAWAY</i> Addresses and PINs of Property Owner/Leased in Maywood (currently/last 5 years) <i>15 W 9th Ave. MAYWOOD, IL 15-11-132-0000, 15-11-132-0007-0000, 15-11-132-</i>	
Name: <i>15-11-132-031</i> Home Address: <i>15-11-132-005</i> Date of Birth: <i>15-11-132-006</i> Social Security Number: <i>15-11-132-007</i> Driver's License Number: License Plate Number: Addresses and PINs of Property Owner/Leased in Maywood (currently/last 5 years)	
Name: Home Address: Date of Birth: Social Security Number: Driver's License Number: License Plate Number: Addresses and PINs of Property Owner/Leased in Maywood (currently/last 5 years)	
Name: Home Address: Date of Birth: Social Security Number: Driver's License Number: License Plate Number: Addresses and PINs of Property Owner/Leased in Maywood (currently/last 5 years)	

(Must be typed)

PROVISIONS CONCERNING PREVAILING WAGES

The developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. The owner/developer, and each of its contractors and subcontractors, shall comply with all of the obligations and provisions of the Illinois Prevailing Wage Act (20 ILCS 130/0.01 *et seq.*) at all times during the construction of the project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the Village's request, the developer shall provide the Village with copies of all contracts entered into by the Developer of the General Contractor to evidence compliance with this requirement.

Initials TC Date 3/6/14



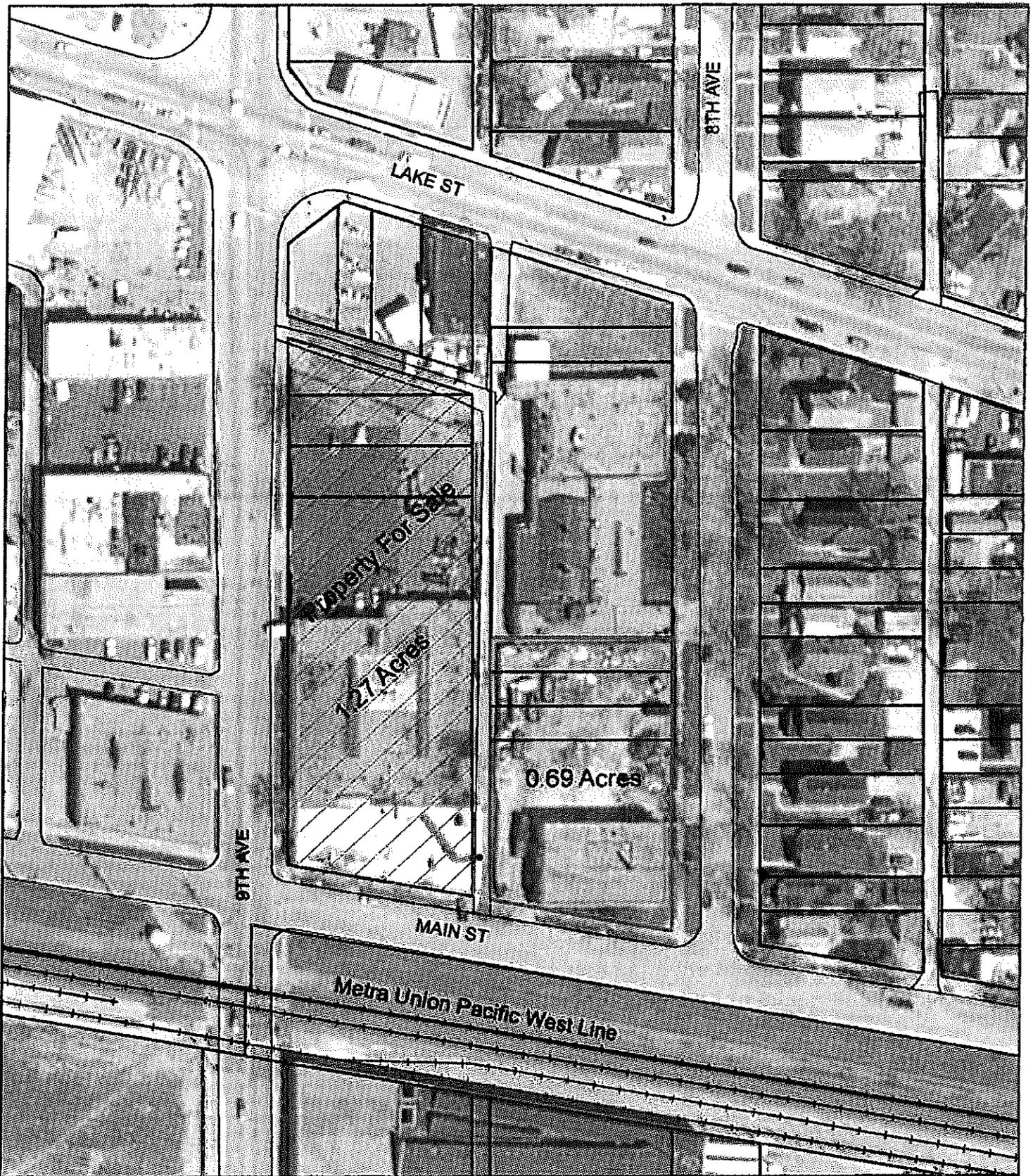
CORPORATION FILE DETAIL REPORT

Entity Name	BEST INSTITUTIONAL SUPPLY CO.	File Number	57726946
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/15/1994	State	ILLINOIS
Agent Name	DANIEL O HANDS	Agent Change Date	02/28/2000
Agent Street Address	1301 WEST 22ND ST STE 603	President Name & Address	THOMAS J ENGOREN 15 N 9TH AVEMAYWOOD IL 60153
Agent City	OAK BROOK	Secretary Name & Address	THOMAS J ENGOREN SAME
Agent Zip	60523	Duration Date	PERPETUAL
Annual Report Filing Date	03/21/2014	For Year	2014
Assumed Name	ACTIVE - MYERS RENTAL ACTIVE - SEAWAY SUPPLY		

[Return to the Search Screen](#)

Purchase Certificate of Good Standing (One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE



Legend

 Site

15 North 9th Avenue

*Village of Maywood
Community Development Department*



Cook County Property Tax Portal Search Results

[Search Again »](#)



15111320310000 01/25/2007

[View on CookViewer Map »](#)

Property Characteristics

Info for Tax Year: 2013

PIN: 15-11-132-031-0000
Address: 15 N 9TH AVE
City: MAYWOOD
Zip Code: 60153
Township: PROVISO

Tax Bill Mailing Address

Info for Tax Year: 2013

15 N 9TH AVENUE
15 N 9TH AVE
MAYWOOD, IL 60153
[Update Mailing Address »](#)

[Tax Calculator](#)

[More Property Characteristic Information »](#)

Info for Tax Year: 2013

Estimated Property Value: \$668,180
Total Assessed Value: 66,818 [Assessed Value History](#)
Lot Size (SqFt): 41,147
Building (SqFt):
Property Class: 6-63 [Property Class Description](#)

Other Related Information

Tax Rate (2012): 16.466 [Tax Rate History](#)
Tax Code (2013): 31110
[View Taxing Districts' Financial Statements »](#)
[More Tax Rate Information »](#)

Tax Billed Amounts & Tax History

2013: \$16,977.39 * [Paid in Full](#)
2012: \$30,867.99 [Paid in Full](#)
2011: \$28,294.04 [Payment History](#)
2010: \$21,885.02 [Payment History](#)
2009: \$82,094.88 [Payment History](#)

* = (1st Install Only)

[More Payment Options, Instructions & Tax Bill Requests »](#)

Exemptions

2013: Not Available
2012: 0 Exemptions Received
2011: 0 Exemptions Received
2010: 0 Exemptions Received
2009: 0 Exemptions Received

[More Exemption Information »](#)

Appeals

2013: Not Accepting Appeals
2012: Appeal Filed
2011: Appeal Filed
2010: Not Accepting Appeals
2009: Not Accepting Appeals

[More Appeal Information »](#)

Refunds Available

No Refund Available

[More Refund Information »](#)

Tax Sale (Delinquencies)

2013: Tax Sale Has Not Occurred
2012: Tax Sale Has Not Occurred
2011: No Tax Sale
2010: No Tax Sale
2009: Taxes Paid By Tax Buyer

[More Tax Sale Information »](#)

Documents, Deeds & Liens

1102755029 - TRUSTEES DEED - 01/27/2011
0832539014 - LIS PENDENS - 11/20/2008
0720846104 - MODIFICATION - 07/27/2007
0720706146 - FINANCING STATEMENT
07/26/2007
0625108118 - RELEASE - 09/08/2006

[More Record Information »](#)

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

Cook County Property Tax Portal Search Results



[View on CookViewer Map »](#)

Property Characteristics

Info for Tax Year: 2013

PIN: 15-11-132-007-0000
Address: 15 N 9TH AVE
City: MAYWOOD
Zip Code: 60153
Township: PROVISO

[Tax Calculator](#)

Info for Tax Year:

Estimated Property Value:
Total Assessed Value:
Lot Size (SqFt):
Building (SqFt):
Property Class:

Tax Bill Mailing Address

Info for Tax Year: 2013

15 N 9TH AVENUE LLC
 15 N 9TH AVE
 MAYWOOD, IL 60153

Other Related

[Tax Rate \(2012\)](#)
[Tax Code \(2013\)](#)
[View Taxing District](#)
[More Tax Rate Information](#)

[Update Mailing Address »](#)

Tax Billed Amounts & Tax History

2013:	\$550.90 *	Paid in Full
2012:	\$1,001.63	Paid in Full
2011:	\$979.14	Payment History
2010:	\$841.67	Payment History
2009:	\$830.11	Payment History

* = (1st Install Only)

[More Payment Options, Instructions & Tax Bill Requests »](#)

Exemptions

2013:	Not Available	A
2012:	0 Exemptions Received	20
2011:	0 Exemptions Received	20
2010:	0 Exemptions Received	20
2009:	0 Exemptions Received	20

[More Exemption Information »](#)

Refunds Available

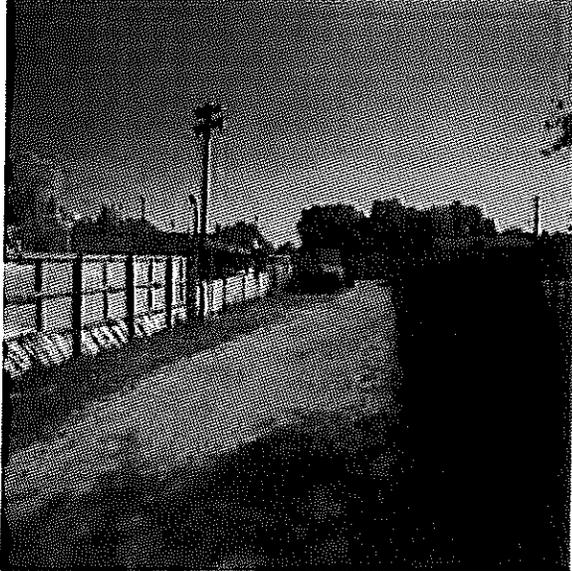
No Refund Available

[More Refund Information »](#)

Tax Sale (Delinquencies)

2013:	Tax Sale Has Not Occurred	D
2012:	Tax Sale Has Not Occurred	C
2011:	No Tax Sale	C
2010:	No Tax Sale	C
2009:	No Tax Sale	C

Cook County Property Tax Portal Search Results



[View on CookViewer Map »](#)

Property Characteristics

Info for Tax Year: 2013

PIN: 15-11-132-005-0000
Address: 15 N 9TH AVE
City: MAYWOOD
Zip Code: 60153
Township: PROVISO

[Tax Calculator](#)

Info for Tax Year:

Estimated Property Value:
Total Assessed Value:
Lot Size (SqFt):
Building (SqFt):
Property Class:

Tax Bill Mailing Address

Info for Tax Year: 2013

CURRENT OWNER
 15 N 9TH AV
 MAYWOOD, IL 60153
[Update Mailing Address »](#)

Other Related

[Tax Rate \(2012\)](#)
[Tax Code \(2013\)](#)
[View Taxing District](#)
[More Tax Rate Information](#)

Tax Billed Amounts & Tax History

2013:	\$341.97 *	Paid In Full
2012:	\$621.76	Paid In Full
2011:	\$607.86	Payment History
2010:	\$696.96	Payment History
2009:	\$687.29	Payment History

* = (1st Install Only)

[More Payment Options, Instructions & Tax Bill Requests »](#)

Exemptions

2013:	Not Available	A
2012:	0 Exemptions Received	20
2011:	0 Exemptions Received	20
2010:	0 Exemptions Received	20
2009:	0 Exemptions Received	20

[More Exemption Information »](#)

Refunds Available

No Refund Available

[More Refund Information »](#)

Tax Sale (Delinquencies)

2013:	Tax Sale Has Not Occurred	J
2012:	Tax Sale Has Not Occurred	J
2011:	No Tax Sale	C
2010:	No Tax Sale	C
2009:	No Tax Sale	C

EXHIBIT "2"

**Form Of
Request For Reimbursement**

[Date]

Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Attention: Village Engineer

**Re: TIF Reimbursement Agreement, dated _____, 201__
By and Between the Village of Maywood, Illinois and
Seaway Supply Company ("REQUESTOR")**

You are requested to disburse funds from the St Charles Avenue Tax Increment Allocation Fund pursuant to the Reimbursement Agreement in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Agreement.

1. REQUEST FOR REIMBURSEMENT NO.: _____
2. PAYMENT DUE TO: _____
3. AMOUNT TO BE DISBURSED: \$ _____
4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Requestor for those Redevelopment Project Costs detailed in Schedule I attached to this Request for Reimbursement.
5. The undersigned certifies that:
 - (i) the amounts to be reimbursed pursuant to this Request for Reimbursement were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the expenditures for which amounts are requisitioned represent proper, eligible Reimbursement Costs, have not been included in any previous Request for Reimbursement, have been properly recorded on the Requestor's books, and copies of the paid invoices are attached hereto that represent all sums for which reimbursement is requested;
 - (iii) the moneys requisitioned are not greater than those necessary to reimburse Requestor for its funds actually advanced for eligible Reimbursement Costs;

(iv) the amount of eligible Reimbursement Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Requestor pursuant to the Agreement, is not in excess of \$_____; and

(v) The Requestor is not in default under the Agreement and nothing has occurred to the knowledge of the Requestor that would prevent the performance of its obligations under the Agreement.

6. Attached to this Request for Reimbursement are copies of invoices or statements and other supporting documents that relate to all items for which reimbursement is being requested.

REQUESTOR NAME

By: _____

Title: _____

APPROVED:

VILLAGE OF MAYWOOD, ILLINOIS

By: _____
Village Engineer

Date: _____

By the Corporate Authorities of the Village of Maywood

By: _____
Mayor

Date: _____