# OFFICE OF THE COOK COUNTY SHERIFF

**THOMAS J. DART**
**SHERIFF**

# Independent Inspector General

## INVESTIGATIVE REPORT

### Introduction

On 3/06/14, the Crestwood Village Board passed Ordinance # 2149 which established the Office of the Independent Inspector General of the Village of Crestwood and designated the Cook County Sheriff's Office to hold the Office of the Inspector General. (See Attachment #1)

On 07/15/14, the Sheriff's Office received a complaint from a Village of Crestwood trustee regarding the conduct of Village Services Director William Graffeo at a 7/14/14 plan commission meeting. It was reported that during this commission meeting, in which one of the agenda items was the consideration of a special use permit for an adult entertainment business, that Graffeo arrived late at the meeting of which he is a voting member and acted unprofessional by screaming at the other commission members and forcing them to reconsider an earlier motion for tabling a vote on the proposal. It was reported that as a result of Graffeo's actions, commission member Kevin Wasag resigned. The trustee making the complaint stated that the information was derived from commission member Michael Volpentesta. (See Attachment #2)

### Extent and Results of Investigation

Commission member Michael Volpentesta was interviewed. Volpentesta stated that at the 7/14/14 plan commission meeting, the commission was considering a request for a special use permit for a gentlemen's club at 13601 Kenton. The petitioner was James Marcanio. Several commission members had questions of Marcanio pertaining to parking, security, traffic related issues, police presence, and access related issues, however Marcanio could not provide answers to the commission's questions. Mike Ruth, the commission chairman, attempted to place a motion on the floor for approval. No other commission member responded. Volpentesta stated that he then made a motion to table the request and it was seconded. All five commission members voted yes to the motion.

Volpentesta stated that Marcanio became irate at the commission's action to table his request, and advised them that he would be contacting his attorney and filing litigation. He then left the meeting. A short time later, commission member Bill Graffeo (who also serves as village services director) arrived at the meeting and in an agitated state advised the commission that the Marcanio request had to be voted on at this meeting. Ruth explained that the Marcanio request had been tabled, and Graffeo told him he

could not do that. Graffeo explained that the commission had to pass the request at this time because the village board was going to pass it the next night.

Volpentesta stated that a lengthy and heated discussion ensued. Commission member Kevin Wasag asked what it was that the commission was doing and why they conduct meetings if it means nothing. Wasag then exited the meeting. Graffeo then stated that the commission was a recommending body to the village board. But, Volpentesta said, according to Graffeo, the Marcanio special use permit was a done deal. Graffeo then made a motion to recommend the request to the village board, and commission member Chris Newhall seconded the motion. Volpentesta stated that Graffeo and Newhall voted yes, Ruth and commission member Taczy voted no, and Volpentesta abstained.

Volpentesta stated that he attended the village board meeting the next night. Mayor Presta tabled the Marcanio request at this meeting.

Volpentesta stated he felt Graffeo was unprofessional and appeared to be "strong-arming" the commission on the Marcanio matter. He has heard that Graffeo, in the past, has given no-bid roofing contracts to Marcanio, who owns a roofing business called Avalon Roofing. (See Attachment #3)

Commission member Michael Ruth was interviewed. Ruth stated that at the 7/14/14 commission meeting, the first item on the agenda that night was a request for special use permit to allow a gentlemen's club by petitioner Marcanio. Ruth asked Marcanio to explain the nature of a gentlemen's club. Marcanio explained that it was an adult entertainment business. Ruth asked Marcanio about security at the club. Ruth asked Marcanio about whether security guards at the business would be subject to criminal background checks.

Ruth stated that additional questions were asked by commission members, one of which was pertaining to whether the location of the business was within a 1000 feet of any prohibited land use. Marcanio could not answer many of the questions being posed to him. A motion to approve the request was made but no member seconded the motion. A motion to table the request until additional information could be obtained was then made by Ruth and seconded by Volpentesta. All five members voted to table the Marcanio request.

Ruth stated that Marcanio then threatened to sue because the commission did not approve his request. Ruth recalled that Volpentesta and Marcanio engaged in a "spirited" debate about Marcanio's request and the role of the commission. Marcanio then left the meeting. Ruth stated that the commission then moved on to the next agenda item.

Ruth stated that shortly thereafter, commissioner Graffeo arrived and asked that the Marcanio request be brought back up for discussion and a vote. Graffeo stated that Marcanio's strip club was going to be approved by the full village board so the commission might as well approve it. After some discussion, Graffeo made a motion to approve Marcanio's request. Commissioner Newhall seconded the motion. Ruth stated Graffeo and Newhall voted yes, Ruth and Taczy voted no, and Volpentesta abstained. Commissioner Wasag left the meeting in protest and did not cast a vote. Ruth stated he did not feel Graffeo "strong-armed" the commission, and did not feel Graffeo was unprofessional. Ruth stated he was frustrated with a lack of information from Marcanio especially as it related to security and public safety questions from the members. (See Attachment #4)

Commission member Kevin Wasag was interviewed. Wasag stated that at the plan commission meeting on 7/14/14 was the first time he had heard about a strip club and its owner wanting approval of a special use permit. In the past, the commission used to get the meeting agenda in advance but they stopped that practice. He said that with something as sensitive as a strip club, he would have liked some advance notification that it was going to be discussed. Marcanio was present at the meeting along with a female believed to be his girlfriend. Marcanio had no visual aids or plans of any kind illustrating the project. There were no handouts issued with any information about the proposal.

Wasag stated that as the meeting proceeded, members began asking specific questions to Marcanio about his proposed business. He recalled Ruth asked about security, and Volpentesta and Wasag asked about traffic related issues. Marcanio could not provide answers to any of their questions. The commission then moved to table the request. Marcanio asked if the commission was turning his request down, and Ruth replied it was simply being tabled until more information could be provided. Volpentesta and Marcanio then engaged in some discussion. Wasag recalled that Marcanio advised the members that the proposal was "just business", and that he was a current business owner, and that he liked being a business owner in Crestwood. Marcanio stated that on the basis of the commission not approving the request at that time, he would be forced to initiate litigation against the village board and the commission. Volpentesta then questioned Marcanio as to the inconsistency of Marcanio's earlier statement about liking the village but yet threatening to sue. Marcanio then left the meeting.

Wasag stated that commissioner Graffeo then arrived. Graffeo asked Ruth to re-open the Marcanio discussion. Graffeo immediately advised the commission that Marcanio's request had to be approved at this meeting. Graffeo advised the members that the village board had already indicated it would approve the request. Graffeo said that no commission approval at this meeting tonight meant Marcanio would lose the earnest money he put on the intended property. Graffeo told the commission that

without approval at this meeting, Marcanio would sue and the village could not afford any more lawsuits. Graffeo told the commission that the Village would surely lose this legal battle against Marcanio and it would be very costly.

Wasag stated that Graffeo, in an attempt to appease the commission, stated that the village board was going to require that Marcanio obtain a liquor license which he explained meant that there would be better control over the establishment. There was some additional discussion, and then Graffeo made a motion for a vote to approve the Marcanio request. Newhall seconded the motion. At that point, he stated he was very frustrated and told the commission that since there was a quorum of 5 members, he was leaving the meeting and no longer wished to be a member. He said he told the commission that, given Graffeo's comments, this commission had no real purpose and there was no point in casting a vote. He then left the meeting.

Wasag stated that he could not recall a more emotional topic as that of the strip club special use permit at one of these meetings. Graffeo's behavior was in his opinion a departure from his behavior at other meetings, as he could not recall Graffeo being so adamant about the commission approving a request. (See Attachment #5)

Commission member Dan Taczy was interviewed. Taczy stated that during the 7/14/14 plan commission meeting questions were asked of Marcanio about his strip club proposal by the members, and Marcanio could not answer any of them. He said Marcanio was not prepared with any plans or charts. One of the members asked Marcanio during the meeting if he was going to sue if the commission voted against his request. Marcanio responded that he would indeed sue but that his actions would be "just business, nothing personal."

Taczy stated that the commission voted to table the Marcanio request until the next meeting because they did not have enough specific information about the proposed business. Commissioner Graffeo arrived late to the meeting. Once Graffeo arrived, Graffeo strongly recommended to Ruth that the Marcanio request be brought back up for consideration. Graffeo was fairly forceful in his remarks and request. He stated that Graffeo was adamant that this Marcanio request would obtain approval by the village board. Wasag and Graffeo then engaged in a discussion regarding the intent and purpose of the commission. Wasag became frustrated and told the other members that they had a quorum for a vote and that he was not needed. Wasag then walked out of the meeting.

Taczy stated that Graffeo then made a motion for a vote to approve the Marcanio request and Newhall seconded it. The vote was 2 in favor, 2 against, and 1 abstention. He felt Graffeo's actions were unprofessional since Graffeo kept repeating that the village board was going to approve the request no matter what the commission decided, and that it appeared he was promoting the Marcanio request when he said that the commission had to approve because if they did not then Marcanio would have to pass on the property acquisition. (See Attachment #6)

Several attempts at contacting commission member Chris Newhall by telephone to schedule an interview were made by this Office. The calls were not returned.

A copy of the meeting minutes from the 7/14/14 commission meeting was obtained. (See Attachment #7)

William Graffeo was interviewed. He stated that he has been the Public Service Director since 2007. All village department heads report to him. He also serves as the public works director, the building commissioner, and the health inspector. He is also a voting member of the planning and zoning commission.

Relative to the commission meeting on 7/14/14, Graffeo said nothing unusual occurred at that meeting. He recalled arriving late for the meeting due to the fact that he coaches girls softball and one of his players had been injured in the game that night. After he arrived at the meeting, he engaged member Kevin Wasag in a discussion about the proposed strip club whose owner, James Marcanio, had petitioned the commission for consideration of a special use permit. Wasag told Graffeo that he was against the proposal because he did not want a strip club in town. Graffeo advised Wasag there had to be specific reasons identified by the commission as to why the commission would forward a no vote to the full village board on the proposal.

Graffeo stated that at many of these commission meetings, the members typically look to Graffeo to answer questions pertaining to the requests coming before them because they know Graffeo has a great deal of information gained from his role as village services director.

Graffeo stated that Marcanio had not reached out to him prior to the meeting to ask him to vote in favor of the proposal. He said he did not recall having any conversations privately with Marcanio about whether the commission would vote for or against his proposal.

Graffeo stated that Wasag was the only member that night that was upset. Graffeo said he often arrives late to meetings so that issue was not that unusual. He was unaware prior to arriving at the meeting that the commission voted to postpone a decision on the Marcanio proposal. After some clarification, Graffeo stated that he indeed was the one that asked Ruth for the discussion regarding Marcanio's proposal to be re-opened. He asked that Marcanio's proposal be re-opened because he had information the other commission members did not because he had been present at previous meetings with Marcanio and the Mayor, and at previous initial village board committee meetings when the proposal was first tendered. After some discussion during the meeting, Graffeo explained to the other commission members that the commission needed to forward some type of recommendation to the village board on this proposal because that was their role.

Graffeo stated that the village board does not always follow the recommendations of the commission.

Graffeo stated that he only knows Marcanio from Marcanio being a business owner in town. Marcanio owns two other businesses, those being a bar called At the Office, and a roofing and construction company called Avalon Roofing. He would not characterize Marcanio as a friend and he said he has never socialized with Marcanio. He later clarified his response and said that he has socialized with Marcanio at his bar, but he was with other village officials.

Graffeo said Marcanio has never asked for any special consideration from Graffeo, and Graffeo has never solicited Marcanio for anything. He said Marcanio had once in the past made a financial donation to a softball player Graffeo coached whose family was falling on hard times.

Graffeo confirmed that Avalon Roofing has received contracts for roofing work from the village. He said all of those contracts were competitively bid. He corrected himself and said one of the jobs was a no bid contract due to the fact it was deemed an emergency. He said per village code, all contracts exceeding $20,000 must be put out for bid. He said much of the work given to Avalon was less than $20,000, but he went out to bid nonetheless. Other bidders that competed with Avalon were Durable Roofing and Stan's Roofing. He said Stan's Roofing has in the past won a bid for village work.

Graffeo stated that At the Office and Avalon Roofing were the only Marcanio-owned businesses he was aware of. He said the village has purchased plumbing supplies from a company named Southwest Metal Distributors of Florida. He said it is not uncommon to utilize out of state vendors. He became aware of Southwest when Marcanio told him about the company while he and Marcanio were at a job site where Marcanio was using the village's fire hydrant. He was unaware that Marcanio owned Southwest. He said

he would have no way of knowing whether the material appearing on various invoices was actually received by the public works department from Southwest. He then said after asking the question again that his public works crew does keep an inventory of parts.

Graffeo stated that he did not see any reason to recuse himself from the Marcanio proposal before the commission. He said he made the motion that night before the commission to approve Marcanio's proposal and voted yes. He said he voted in favor of it because he knew if he did not that Marcanio would sue. When asked during this interview about how he would have known of Marcanio's intention of bringing forth litigation, he said he learned of that during the initial meeting held with the village board committee.

Graffeo stated that at no time on the night of 7/14/14 did he speak with Marcanio. Marcanio had already left the meeting prior to Graffeo's arrival. Graffeo then stated that he "does not believe" that he spoke with Marcanio that night.

Graffeo reiterated that his actions were professional during the commission meeting that night and he did not raise his voice or become confrontational with any of the board members. (See Attachment #8)

James Marcanio was interviewed. Marcanio stated that when he showed up for the plan commission meeting on 7/14/14, he thought the purpose was to have the opportunity to present the commission with his business plan. He said he was not prepared to answer the commission's specific questions about certain aspects of the proposal.

Marcanio stated that the commission postponed the vote on his proposal. He then left the meeting. Graffeo was not present at the meeting when Marcanio left. As soon as he got the opportunity he called Graffeo to advise him the commission postponed the vote to approve or deny his proposal. He said he told Graffeo that the meeting was "weird" and that he felt like it was more of an interrogation.

Marcanio stated that he has known Graffeo for over 3 years and that he knows him well enough to be able to text him messages on his cellphone if Marcanio needs something from the village. He said he recently sent Graffeo a text after he was contacted by the Illinois Gaming Board with an inquiry about the video poker machines at the bar and wording in his current lease agreement.

Marcanio stated that he owns Avalon Roofing and that he has received work from the village over the years. He said he used to own Southwest Metal Distributors in Florida which he knows has supplied plumbing supplies to the village. He said the business did not grow like he had hoped and he closed it in

2013. He said he originally opened this business in Florida because he intended for it to be a multi-state type business and because he owned a second home there that he visited frequently. Graffeo was aware that he owned Southwest and that the village was purchasing supplies from him.

Marcanio stated that Graffeo's daughter is employed at At the Office as a waitress. Graffeo and several other village employees as well as village elected officials have frequented Marcanio's bar over the years.

Marcanio stated that just after the commission postponed any action and while the proposal was being covered in the newspapers, he received a call from Trustee John Toscas. Toscas encouraged Marcanio to keep moving forward with his strip club proposal. Marcanio stated that Toscas told him "keep going, you have them on the ropes. They cannot keep you out." Marcanio said that at the end of the telephone call Toscas asked him if he would be willing to make a donation to the Crestwood Soccer Club, a non-for profit group that Toscas operates. Marcanio stated he wrote a $1000 check to the Soccer Club the next day. (See Attachment #9)

Investigators met with village fiscal staff to determine if there was a way to determine by record if plumbing supplies paid for by the village were actually received. No records outside of the public works department (which Graffeo supervises) exist for that type of transaction. During a recent meeting with Village Trustee Flynn, she related that she and other trustees were unaware that Marcanio owned a company that supplied materials to the village. She expressed her concern over that.

A copy from the Village Ordinance Code book pertaining to the position of village services director is included in this report. It states, under the section illustrating powers and duties, that the position is responsible, among other things, for the coordination of village departments, boards and commissions, toward the goal of achieving efficient operation of the village government. Although the ordinance states that the position's duties include those listed but are not limited to those listed, this Office could not find a specific enumeration giving the position a voting seat as a member of the planning and zoning commission. (See Attachment #10)

A copy from the Village Ordinance Code book pertaining to village contracts is included in this report. It states that all contracts for supplies or capital improvements where the amount exceeds $10,000 shall be let to the lowest responsible bidder, after advertising for the same, unless the Village Board specifically waives the provision prior to purchasing. (See Attachment #11)

Copies of the invoices and village checks to Avalon Roofing/Avalon Construction between 2011 and 2013 were obtained. These records indicate that Marcanio received 15 contracts for work totaling $109,400. Of those 15, four were over $10,000. (See Attachment #12)

Copies of the invoices and village checks to Southwest Metal Distributors were obtained. These records indicate that the village purchased supplies from Marcanio's company on four occasions between 2012 and 2013 totaling $13,751. (See Attachment #13)

A copy of the Village of Crestwood Ordinance #2167, known as "An Ordinance Amending Title III of the Crestwood Village Code by Creating a New Chapter 38 Entitled Conflict of Interest and Improper Influence", was obtained. (See Attachment #14)

The Illinois Board of Elections website was checked for any campaign contributions made by Marcanio or any of his companies to elected officials in Crestwood. Records indicate that on 6/18/14, At The Office Inc. made a $500 individual contribution to Citizens for Presta. (See Attachment #15)

A check of the Illinois Secretary of State's website indicates that At The Office Inc. was involuntarily dissolved on 04/11/14. (See Attachment #16)

**Conclusion and Recommendations**

Based upon interviews conducted and statements collected, as well as a review of other documentation, this investigation found somewhat conflicting information as to Graffeo's actions on 7/14/14 and whether they were unprofessional after interviewing the individual commission members present that evening.

This Office could not make a determination from the interviews of those present as to whether Graffeo acted unprofessionally by yelling or screaming or "strong-arming" the rest of the commission into re-opening discussions pertaining to the Marcanio petition.

However, by his own admission, Graffeo did request that Ruth and the commission open discussion and re-vote on Marcanio's petition. Graffeo's influence, described in the original complaint as "strong-arming", may have, it appears, been more subtle. Of concern to this Office is the perception of improper influence by Graffeo on the commission. Wasag had stated that he had never recalled Graffeo being so adamant about the commission approving a petition. Wasag and Taczy both recalled that Graffeo made

reference to Marcanio losing the property deal if the proposal was not approved. Volpentesta made reference to Marcanio owning Avalon Roofing and that Avalon had done business with the village.

Additionally, this concern is supported by other information obtained during the investigation relative to Marcanio's relationship with Graffeo and the work given to Marcanio for the roofing/construction projects and procurement of plumbing supplies.

This Office found it significant that Graffeo during his interview could not recall whether he spoke to Marcanio by telephone the night of the meeting (even though Marcanio stated in his interview that he called Graffeo as soon as he could once he left the meeting), that Graffeo failed to advise investigators that his daughter worked for Marcanio, and that Graffeo advised investigators that village contracts over $20,000 needed to be publically bid when the figure per village code is actually $10,000.

This Office also found it significant that Graffeo advised in his interview that he was unaware that Southwest Metal Distributors was in fact owned by Marcanio (even though Marcanio stated in his interview that Graffeo was aware of his ownership). It certainly appeared to be a concern of Trustee Flynn when she was advised by this Office as to who owned this company.

Based on the totality of the documentation gather during the investigation, it is reasonable to conclude that Graffeo intentionally, for reasons unknown, gave Marcanio favorable treatment at the commission hearing by re-opening discussions after a vote to table the Marcanio petition had occurred.

Further, as noted in Ordinance #2167, the section under Contract Inducements states, "no village official or employee shall exercise contract management authority where any relative or domestic partner of the official or employee is employed by or has contracts with persons doing Village work over which the Village official or employee has or exercise contract management authority." By his own admission, Graffeo stated he awarded the contracts for the roofing and construction work Marcanio performed for the village over a three year period. Marcanio admitted to employing Graffeo's daughter at his bar.

Also of concern to this Office is the appointment of Graffeo to the commission as a voting member while serving as the public services director. It appeared that Graffeo exerted control during the 7/14/14 meeting and overruled Chairman Ruth based on his dual role as commissioner and village supervisor. This fact was brought out in Volpentesta's statement about Ruth advising that a vote to table the Marcanio petition had been passed, and Graffeo advising Ruth that he could not do that.

## INVESTIGATIVE REPORT

It is this Office's understanding in reviewing information pertaining to village government in Illinois that most municipal organizations establish boards and commissions to be independent entities with either regulatory or advisory responsibilities to the elected officials. Having a village staff employee who has as much authority as Graffeo does, serve as a voting member on a commission, in this Office's opinion, erodes the independence of that commission and can, again, lead to the perception of an inherent conflict of interest.

Graffeo remarked that the commission members often ask him questions about the proposed developments the commission is considering before it, and that his role as a village services director allows him to have more information than the commission members. Similar to his role as an advisor to the full village board, this Office feels that the same should apply to the plan commission.

It is recommended that, on the basis of this investigation, that the Mayor and Village Board amend Graffeo's job description and remove him as a voting member of the plan commission.

It is also recommended that the village conduct an audit or inquiry as to whether bids were received for the three non-emergency contracts awarded to Marcanio exceeding $10,000, and whether the public works department actually received the plumbing supplies purchased from Southwest Metal Distributors.

The Sheriff's Office considers this investigation closed.

Submitted by:

Luke Hartigan
Inspector

ORDINANCE NO. 2149 (2014)
VILLAGE OF CRESTWOOD

# AN ORDINANCE ESTABLISHING THE OFFICE OF "INDEPENDENT INSPECTOR GENERAL OF THE VILLAGE OF CRESTWOOD" AND DESIGNATING THE COOK COUNTY SHERIFF'S OFFICE TO HOLD THE OFFICE OF INSPECTOR GENERAL

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**WHEREAS**, the Village of Crestwood is facing unprecedented financial and community challenges; and

**WHEREAS**, it is imperative that the residents of the Village trust and have confidence in the integrity of their elected and appointed officials, as well as the employees of the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Crestwood have determined that in order to promote honest and effective government, it is appropriate that the Village establish an independent office to whom the people of this Village can turn for assistance in eliminating both the fact of and the appearance of fraud, corruption, and unethical activities in Village government; and

**WHEREAS**, the Cook County Sheriff's Office has offered to serve the Village, without charge, in the capacity of an Independent Inspector General for the Village of Crestwood; and

**WHEREAS**, the Mayor and Board of Trustees have further determined that establishing an Office of Independent Inspector General and authorizing the Cook County Sheriff's Office to hold that office will assist the corporate authorities in promoting honesty, transparency, ethical responsibility and fiscal responsibility in the Village government;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CRESTWOOD, COOK COUNTY, ILLINOIS, in the exercise of the Village's authority as follows:

**SECTION 1: Office of Independent Inspector General Created.** There is hereby created the office of "Independent Inspector General" ("OIG") for the Village of Crestwood.

**SECTION 2: Designation of Cook County Sheriff.** The Office of the Cook County Sheriff is hereby designated as the OIG. The OIG shall serve for an initial term of two (2) years and may be reappointed thereafter for successive two (2) year terms. The OIG shall serve without compensation.

**SECTION 3: Purpose of Office.** The purpose of the OIG is to detect, deter and prevent corruption, fraud, waste, mismanagement, unlawful political discrimination, unlawful activity and/or misconduct in the operation of Village government (collectively referred to elsewhere in Ordinance as "Misconduct"). "Unlawful political discrimination" shall include, but not be limited to basing the terms and conditions of a non-exempt employee's employment such as hiring, firing, promotion, transfer, discipline or termination on political reasons and factors.

**SECTION 4: Powers and Duties of OIG.** The OIG shall have the following powers and duties:

A. To receive and register complaints concerning Misconduct in the operation of Village government, including but not limited to:

(i) Misconduct in connection with the Village's award of any contract, license, or benefit;

(ii) Misconduct of any Village employee;

(iii) Misconduct of any elected or appointed official of the Village in the performance of his or her official duties;

(iv) Misconduct of contractors, vendors, and professional service providers who furnish goods and services to the Village;

(v) Misconduct of persons and businesses seeking to do business with the Village; and

(vi) Retaliation against any Village employee or elected or appointed official of the Village based upon their cooperation with the OIG.

B. To investigate Misconduct in the operation of Village government, either in response to such complaints or on the OIG's own initiative.

C. To refer complaints and information regarding possible Misconduct to other outside law enforcement agencies, including, but not limited to the United States Attorney.

D. To obtain information from and conduct interviews under oath with Village elected or appointed officials, employees, agents, contractors and persons doing or seeking to do business with the Village of the purpose of investigating potential Misconduct.

E. To make recommendations for corrective action to the Mayor and Board of Trustees with respect to combating Misconduct.

F. To provide periodic reports to the President and Board of Trustees as to the status of matters within the scope of OIG's authority, to the extent such reporting would not impair the integrity of ongoing investigations.

G. To maintain an OIG hotline number and email address in order to facilitate citizen and employee reports of Misconduct.

**SECTION 5. Duty to Cooperate.**

A. It shall be the duty of all Village employees, elected and appointed officials, agents, independent contractors to the Village, vendors, licensees, and those doing or seeking to do business with the Village, to cooperate with the OIG in the conduct of any investigation undertaken pursuant to the OIG's authority.

B. Subject to constitutional protections, failure of any Village employee or appointed official to cooperate with the OIG shall be considered cause for disciplinary action, up to and including termination of employment or removal from office.

C. It shall be the duty of any party doing business with the Village to likewise cooperate with the OIG. Refusal to cooperate shall be considered cause for termination of a contract, license or similar benefit, or as grounds for the Village refusal to enter into a future contract, license or other benefit.

**SECTION 6: Acknowledgement of Duty to Cooperate.** All contracts for goods and services, and all future licenses or other benefits issued by the Village after the effective date of this Ordinance, shall be subject to the requirement that the individual or entity receiving the contract, license, or benefit, agree to fully comply with requirements of this Ordinance relating to cooperation with the Inspector General's Office.

**SECTION 7. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and approval as required by law.

Passed and approved this 6th day of March, 2014.

Ayes: 6 Nays: 0 Absent: 0

Trustees: Patricia Theresa Flynn
John Z. Toscas
Daniel Jurka, Sr.
Anthony Benigno
William Pieroth
Linda Madlener

Jeannette O'Donnell
**JEANNETTE O'DONNELL**, Village Clerk

Approved by me this 6th day of March, 2014.

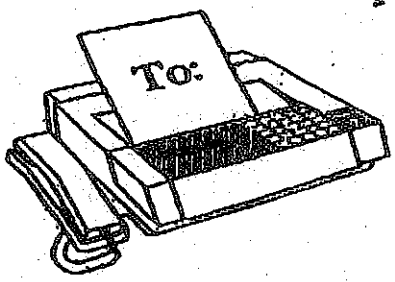
**LOUIS PRESTA**, Mayor

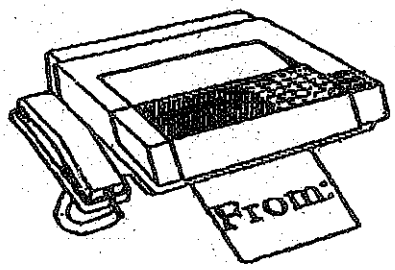
**Attested and filed in my office this 6th day of March, 2014.**

Jeannette O'Donnell
**JEANNETTE O'DONNELL**, Village Clerk

14C0002

FAX TRANSMISSION

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|---|---|---|
| LUKE HARTIGAN | NAME | LINDA MADLENER, C |
| COOK COUNTY SHERIFF INSPECTOR GENERAL | COMPANY | |
| 773-674-4797 | FAX № | |
| 674-4775 | PHONE | 70[illegible] |

Date and Time 7/15/14

Total Pages (including cover page) 4

Re: Village of Crestwood

Mr. Hartigan –

Here's the paperwork regarding our phone conversation — I would ask that you contact me before releasing my name — I will get phone #'s of the 2 men — WASAG + VOLPENTESTA for you — Plus I can be reached at work from 6AM till ???

This message, and any attachments to it, may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient; you are notified that any use, dissemination, distribution, copying, or communication of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately.

Attachment 2

page 1 of 4

Thank you,

Linda

# COOK COUNTY SHERIFF
## Inspector General - Village of Crestwood

## COMPLAINT FORM

*Please type or print clearly below.*

Return completed form to: COOK COUNTY SHERIFF'S OFFICE
3026 S. California Ave., Bldg. 5, 2nd floor
Chicago, IL 60608
Email: Public.Corruption@cookcountyil.gov
Fax: (773) 674 - 4797

Cook County Sheriff's Public Corruption Hotline: (773) 674 - 4775

The Office of the Inspector General accepts anonymous complaints; however, the inability to discuss the complaint with you may prevent us from investigating the complaint thoroughly.

**Date and Time of Complaint**

Date: 7/15/2014 Time: 1:48

**Contact Information:**

Name: Linda Madlener (Trustee - Village of Crestwood)

Date of Birth:

Address:

City: Crestwood State: IL Zip: 60445

Home Phone: 708-597-1940 Other Phone:

E-mail:

Check Preferred Method of Contact: *Mail* ☐ *Phone* ☑ *Email* ☑

Are you an employee of the Village of Crestwood? *Yes* ☑ *No* ☐

**Subject(s) of the Complaint:**

Please provide as much detailed information as possible about the individual(s) and activity you are complaining about.

1. Name: Bill Graffeo

   Department: Village of Crestwood -Village Services Director

   Phone: 708-371-4800 Address: 13840 S. Cicero Avenue

   City: Crestwood State: IL Zip: 60445



Attachment 2
page 2 of 4

2. Name: _____

Department: _____

Phone: _____ Address: _____

City: _____ State: _____ Zip: _____

3. Name: _____

Department: _____

Phone: _____ Address: _____

City: _____ State: _____ Zip: _____

**Summary of your Complaint:**

Mr. Hartigan, the information below was relayed to me this morning by Trustee Theresa Flynn following a phone call rec'd from Mike Volpentesta who is a member of the Planning/Zoning Commission. Mike will attend our Committee Mtg tonight (7pm) to inform the Trustees of last night's meeting. Can you please look into this matter.
Planning/Zoning Commission met 7/14/14. The owner of "At the Office" (Jaime) requested approval for permit/business license for his "gentlemen's strip club". Members of the board requested information from him regarding, ie entrances/exists, parking, proximity to churches, schools, cemeteries (?) along with other questions. Mr. Jaime did not have any answers for them. A member made a motion to table request until their inquiries could be answered, this was agreed to by the board. Mr. Jaime(sorry don't have his last name with me) became angry, threatening them with contacting his attorney in the morning. He left, returned with Bill Graffeo (Services Director) who allegedly came in "screaming" at the Board telling them to approve this, don't ask questions, the Mayor & Trustees will approve this Thursday night and the Mayor will give him a full liquor license. As per Mike Volpentesta they were being "bullied". A member, Kevin Wasag stood up to Graffeo saying per Mike " this board is nothing but a smoke screen for what Graffeo wants, I Quit " and he left.

[illegible] do realize the Village cannot stop someone from obtaining a business license if they want one and meet the requirements [illegible] t). However, as a Board, we are working very diligently to protect our residents as they don't want this either. How then does the Village Services Director have the authority to tell a separate board they have to do something and bully them.

*Use additional paper, if necessary. Also, please attach any available documentation in support of your complaint.*

**Other person(s) who could be a witness to the Complaint you have alleged:**

1. Name: Mike Volpentesta
   Department: Planning /Zoning Board
   Phone: _____ Address: _____
   City: _____ State: _____ Zip: _____

2. Name: Kevin Wasag (Quit last night)
   Department: Planning/Zoning Board
   Phone: _____ Address: _____
   City: _____ State: _____ Zip: _____

3. Name: _____
   Department: _____
   Phone: _____ Address: _____
   City: _____ State: _____ Zip: _____

- Are there any documents regarding the wrongful act or omission? (i.e. contracts, memos, letters, evaluation forms, minutes of meetings, etc.) _____

- Are you aware of the existence and location of any other relevant evidence? (i.e. photographs, receipts, personal or real property, etc.) _____

- Have you notified any other Federal, State or local agency of your complaint or filed a lawsuit or grievance related to these matters? *Yes* ☐ *No* ☑

  If yes, with what agency did you file a complaint? _____

  What is the complaint number? _____

  Briefly summarize the results: _____

- May we refer your complaint to the appropriate agency if necessary? *Yes* ☑ *No* ☐

- If the Office of the Inspector General refers your complaint to a the Cook County State's Attorney, U.S. Attorney or any other federal or local agency, may we provide them with your name and contact information? *Yes* ☑ *No* ☐



Attachment 2

page 4 of 4

# OFFICE OF THE COOK COUNTY SHERIFF

**THOMAS J. DART**
**SHERIFF**

# Independent Inspector General

## INVESTIGATIVE REPORT

# INTERVIEW

Case #: 14 C 0002

Subject Interviewed: Michael Volpentesta

Date: 7/23/14

Submitted by: Luke Hartigan

I interviewed Crestwood Planning Commission board member Michael Volpentesta on 7/23/14 regarding an incident that occurred during the recent Plan Commission meeting on 7/14/14.

Volpentesta stated the following reported in summary:

The Commission was considering a request for a special use permit for a gentleman's club at 13601 Kenton. The petitioner was Jaime Marcanio. Several board members had questions of Marcanio pertaining to parking, security, traffic related issues, police presence, and access related issues, however Marcanio could not provide answers to the commission's questions.

Mike Ruth, the commission chairman, attempted to place a motion on the floor for approval. No other commission members responded. Volpentesta stated he then made a motion to table the request and it was seconded. All five commission members voted yes to the motion.

Marcanio became irate at the commission's action to table his request, and advised them that he would be contacting his attorney and filing litigation. He then left the meeting.

A short time later, commission member Bill Graffeo (who also serves as village services director) arrived at the meeting and in an agitated state advised the board that the Marcanio request had to be voted on at this meeting. Chairman Ruth explained that the Marcanio request had been tabled, and Graffeo told him he could not do that. Graffeo explained that the commission had to pass the request at this time because the village board was going to pass it the next night.

A lengthy and heated discussion ensued. Kevin Wasag asked what it was that the commission was doing and why they conduct meetings if it means nothing. He then exited the meeting.

Graffeo then stated that this commission is a recommending body to the village board. But, he said, the Marcanio special use permit is a done deal. Graffeo then made a motion to recommend the request to the board, and Chris Newhall seconded the motion. Volpentesta stated Graffeo and Newhall voted yes, Ruth and Taczy voted no, and Volpentesta abstained.

He is not sure if the motion passed under those circumstances.

He said he attended the village board meeting the next night. Mayor Presta tabled the Marcanio request at this meeting.

He believes that the Board has informed Marcanio recently that his location is too close to a church and his application for a special use permit would therefore be denied. Upon hearing that, Marcanio responded that he will simply look for another location for the strip-club.

He felt Graffeo was unprofessional and appeared to be "strong-arming" the commission on the Marcanio matter.

He has heard that Graffeo in the past has given no-bid roofing contracts to Marcanio.

# OFFICE OF THE COOK COUNTY SHERIFF

**THOMAS J. DART**
**SHERIFF**

# Independent Inspector General

**INVESTIGATIVE REPORT**

# INTERVIEW

Case #: 14 C 0002

Subject Interviewed: Michael Ruth

Date: 8/26/14

Submitted by: Luke Hartigan

I interviewed Crestwood Planning Commission Chairman Michael Ruth on 8/26/14 regarding an incident that occurred during the recent Plan Commission meeting on 7/14/14.

Ruth stated the following reported in summary:

The first item on the agenda that night was a request for special use permit to allow a gentlemen's club by petitioner Jaime Marcanio. Ruth asked Marcanio to explain the nature of a gentlemen's club. Marcanio explained it was an adult entertainment business. Ruth asked Marcanio about security at the club. Ruth asked Marcanio about whether security guards at the business would be subject to criminal background checks.

He said additional questions were asked by commission members, one of which was pertaining to whether the location of the business was within a 1000 feet of any prohibited land use. Marcanio could not answer many of the questions being posed to him.

A motion to approve the request was made but no member seconded the motion. A motion to table the request until additional information could be obtained was then made by Ruth and seconded by Volpentesta. All five members voted to table the Marcanio request.

Ruth said Marcanio threatened to sue because they did not approve his request. Ruth recalled that Volpentesta and Marcanio engaged in a "spirited" debate about Marcanio's request and the role of the commission. Marcanio then left the meeting.

Ruth stated that the commission then moved on to the next agenda item.

Shortly thereafter, Commissioner Bill Graffeo arrived and asked that the Marcanio request be brought back up for discussion and a vote. Graffeo stated that Marcanio's strip club was going to be approved by the full village board so the commission might as well approve it.

After some discussion, Graffeo made a motion to approve Marcanio's request. Commissioner Newhall seconded the motion. The vote was 2 in favor (Graffeo and Newhall), 2 against (Ruth and Taczy) and 1 abstained (Volpentesta). Commissioner Wasag had left the meeting in protest and did not cast a vote.

Ruth said he did not feel Graffeo "strong-armed" the commission, and did not feel Graffeo was unprofessional.

Ruth said his frustration with this matter stemmed from him not liking the concept of an adult entertainment business in the village.

Ruth stated he also was frustrated with a lack of information from Marcanio especially as it related to security and public safety questions from the members.

# OFFICE OF THE COOK COUNTY SHERIFF

**THOMAS J. DART**
**SHERIFF**

# Independent Inspector General

## INVESTIGATIVE REPORT

# INTERVIEW

Case #: 14 C 0002

Subject Interviewed: Kevin Wasag

Date: 09/09/14

Submitted by: Luke Hartigan

I interviewed Crestwood Planning Commission member Kevin Wasag on 09/09/14 regarding an incident that occurred during the recent Plan Commission meeting on 7/14/14.

Wasag stated the following reported in summary:

The meeting that evening was the first time he had heard about a strip club and its owner wanting approval of a special use permit. In the past, the commission used to get the meeting agenda in advance but they stopped that practice. He said that with something as sensitive as a strip club, he would have liked some advance notification that it was going to be discussed.

Jamie Marcanio, the petitioner, was present with a female believed to be his girlfriend. Marcanio had no visual aids or plans of any kind illustrating the project. There were no handouts issued with any information about the proposal.

As the meeting proceeded, members began asking specific questions to Marcanio about his proposed business. He recalled Chairman Ruth asked about security, and both Commissioner Volpentesta as well as he asked about traffic related issues. Marcanio could not provide answers to any of their questions.

The commission then moved to table the request. Marcanio asked if the commission was turning his request down, and Ruth replied it was simply being tabled until more information could be provided. Volpentesta and Marcanio then engaged in some discussion. Wasag recalled that Marcanio advised the members that the proposal was "just business", and that he was a current business owner (At the Office tavern), and that he liked being a business owner in Crestwood. Marcanio stated that on the basis of the commission not approving the request at that time, he would be forced to initiate litigation against the village board and the commission. Volpentesta then questioned Marcanio as to the inconsistency of

Marcanio's earlier statement about liking the village but yet threatening to sue. Marcanio then left the meeting.

Commissioner Bill Graffeo arrived. Graffeo asked Ruth to re-open the Marcanio discussion. Graffeo immediately advised the commission that Marcanio's request had to be approved at this meeting. Graffeo advised the members that the village board had already indicated it would approve the request. Graffeo said that no commission approval at this meeting tonight meant Marcanio would lose the earnest money he put on the intended property. Graffeo told the commission that without approval at this meeting, Marcanio would sue and the village could not afford any more lawsuits. Graffeo told the commission that the Village would surely lose this legal battle against Marcanio and it would be very costly.

Graffeo, in an attempt to appease the commission, stated that the village board was going to require that Marcanio obtain a liquor license which he explained meant that there would be better control over the establishment.

There was some additional discussion, and then Graffeo made a motion for a vote to approve the Marcanio request. Newhall seconded the motion. At that point, Wasag stated he was very frustrated and told the commission that since there was a quorum of 5 members with Graffeo now present, he was leaving the meeting and no longer wished to be a member. He said he told the commission that, given Graffeo's comments, this commission had no real purpose and there was no point in casting a vote. He then left the meeting.

He could not recall a more emotional topic as the strip club at one of these meetings.

Graffeo's behavior was in his opinion a departure from his behavior at other meetings, as he could not recall Graffeo being so adamant about a approving a request.

# OFFICE OF THE COOK COUNTY SHERIFF

**THOMAS J. DART**
**SHERIFF**

# Independent Inspector General

## INVESTIGATIVE REPORT

# INTERVIEW

Case #: 14 C 0002

Subject Interviewed: Dan Taczy

Date: 09/10/14

Submitted by: Luke Hartigan

I interviewed Crestwood Planning Commission member Dan Taczy on 09/10/14 regarding an incident that occurred during the recent Plan Commission meeting on 7/14/14.

Taczy stated the following reported in summary:

During the meeting questions were asked of Marcanio by the members about his strip club proposal. Marcanio could not answer any of the questions and was not prepared with any plans or charts.

One of the members asked Marcanio during the meeting if he was going to sue if the commission voted against his request. Marcanio responded that he would indeed sue but that his actions would be "just business, nothing personal."

The commission voted to table the request until the next meeting because they did not have enough specific information about the proposed business.

Commissioner Graffeo arrived late to the meeting. Once he arrived, he strongly recommended to Chairman Ruth that the Marcanio request be brought back up for consideration. Graffeo was fairly forceful in his remarks and request. Taczy stated Graffeo was adamant that this Marcanio request would obtain approval by the Village Board.

Commissioner Wasag and Graffeo then engaged in a discussion regarding the intent and purpose of the commission.

Wasag became frustrated and told the other members that they had a quorum for a vote and that he was not needed. Wasag then walked out of the meeting.

Graffeo then made a motion for a vote to approve the Marcanio request and Newhall seconded it. The vote was 2 in favor, 2 against, and 1 abstention.

He felt Graffeo's actions were unprofessional since Graffeo kept repeating that the village board was going to approve the request no matter what the commission decided, and that it appeared he was promoting the Marcanio request when he said that the commission had to approve because if they did not then Marcanio would have to pass on the property acquisition.

**MINUTES OF THE MEETING**
**CRESTWOOD PLAN COMMISSION/ZONING BOARD OF APPEALS**
**Public Hearing and Regular Scheduled Meeting**
**July 14, 2014**

Mayor Louis Presta
Board of Trustees
Village of Crestwood

**Members Present:** M. Ruth, D.Taczy, K. Wasag, M. Volpentesta, B. Graffeo, C. Newhall

**Members Absent:** K.Roethle

A quorum was present and Chairman Ruth called the Public Hearing to order at 8:35 P.M.

The first item on the agenda of this Plan Commission/Zoning Board public hearing was to consider a request for a Special Use To Permit A Gentleman's Club With A Stipulation That The Club Must Be In The Area Zoned For A Gentleman's Club, for the property commonly known as 13601 S. Kenton Av., Crestwood, Illinois, 60445. The request was being made by Jamie Marcanio, The Moon, owner of the property.

Interested person in attendance was Jamie Marcanio and Gia Laposta. M. Ruth read the legal notice as it was published in the Midlothian-Bremen Messenger Paper. The members of the Plan Commission discussed the request with Mr. Marcanio.

After the discussion with Mr. Marcanio, a request for a motion was made by the chairman. None of the members of the commission made a motion. A motion to table the request was made by M. Volpentesta. The motion was seconded by K. Wasag.

**Yes: 5**
**No: 0**
**Abstain: 0**

**MOTION CARRIED**

Upon the request of B. Graffeo, who was late to the meeting, the request meeting was reconvened. There was further discussion of the request. Member K. Wasag left the meeting.

A motion was made by B. Graffeo that the Plan Commission/Zoning Board of Appeals recommends that the Board of Trustees grant the Special Use Request To Permit Gentleman's Club, with the following stipulations:

1. That the facility complies with all State, Local and EPA codes.
2. That The Club Must Be In The Area Zoned For A Gentleman's Club.

The motion was seconded by C. Newhall.

**Yes: 2**
**No: 2**
**Abstain: 1**

The second item on the agenda of this Plan Commission/Zoning Board public hearing was to consider a request for a Special Use To Permit An Automotive Electric Repair And Detail Shop With The Stipulations That There Is No Paint Booth or Body Work On The Premises and All Repair Vehicles Are To Be Kept Inside The Building Or In A Fenced In Area., for the property commonly known as 4723-25 W. 137th Street., Crestwood, Illinois, 60445. The request was being made by Victor Fleitel, Prestige Auto Care, tenant of the property.

There were no interested persons in attendance. M. Ruth read the legal notice as it was published in the Midlothian-Bremen Messenger Paper. The members of the Plan Commission discussed the request.

A motion was made by C. Newhall that the Plan Commission/Zoning Board of Appeals recommends that the Board of Trustees grant the Special Use Request To An Automotive Repair Shop, with the following stipulations:

1. That the facility complies with all State, Local and EPA codes
2. No Paint Booth Or Bodywork Premises.
3. All Repair Vehicles Are To Be Kept Inside The Building Or In A Fenced In Area.

The motion was seconded by K. Wasag.

**Yes: 5**
**No: 0**
**Abstain: 0**

**MOTION CARRIED**

The third item on the agenda of this Plan Commission/Zoning Board public hearing was to consider a request for a Special Use To Permit A Muffler Shop And Auto Repair With The Stipulations That There Is No Paint Booth Or Body Work On The Premises And All Repair Vehicles Are To Be Kept Inside The Building Or In A Fenced In Area, As This Is Not Specifically Provided For In The Commercial District, of the property commonly known as 13901 S. Cicero Av., Crestwood, Illinois, 60445. The request was being made by Jorge Ruiz, Mufflers "R" Us Complete Auto Repair, tenant of the property.

There were no interested persons in attendance M. Ruth read the legal notice as it was published in the Midlothian-Bremen Messenger Paper. The members of the Plan Commission discussed the request.

A motion was made by K. Wasag that the Plan Commission/Zoning Board of Appeals recommends that the Board of Trustees grant the Special Use Request To Permit A Muffler Shop And Auto Repair, with the following stipulations:
1.That the facility complies with all State, Local and EPA codes
2.That There Is No Paint Booth Or Body Work On The Premises
3. All Repair Vehicles Are To Be Kept Inside The Building Or In A Fenced In Area
The motion was seconded by M. Volpentesta.

**Yes: 5**
**No: 0**
**Abstain: 0** **MOTION CARRIED**

There being no further business on the Public Hearing agenda, Chairman Ruth adjourned the meeting at 9:20 P.M.

**Plan Commission Meeting**

The minutes of the meeting of June 9, 2014 as amended were presented to the members for approval. A motion to approve the minutes as presented was made by M. Volpentesta.
The motion was seconded by D.Taczy.

**Yes: 4**
**No: 0**
**Abstain:1** **MOTION CARRIED**

**Old Business:** None

**New Business:** None.

There being no further business before the Plan Commission, a motion to adjourn the meeting was made by C. Newhall. M.Volpentesta seconded the motion

All members present voted **Yes.** **MOTION CARRIED**

Chairman Ruth adjourned the meeting at 9:45 P.M.

Respectfully Submitted,

Daniel J. Taczy
Secretary Plan Commission

# OFFICE OF THE COOK COUNTY SHERIFF

**THOMAS J. DART**
**SHERIFF**

# Independent Inspector General

## INVESTIGATIVE REPORT

# INTERVIEW

Case #: 14 C 0002

Subject Interviewed: William Graffeo

Date: 11/7/14

Submitted by: Luke Hartigan

Africa Gansallo, Michael Suspenzi, and I interviewed Crestwood Public Services Director William Graffeo at his office about a complaint against him involving an incident that occurred during the recent planning and zoning commission meeting on 7/14/14.

Graffeo stated the following reported in summary:

He has been the Public Service Director since 2007. All village department heads report to him. He also serves as the public works director, the building commissioner, and the health inspector. He is a voting member of the planning and zoning commission.

Relative to the planning and zoning commission meeting on 7/14/14, he said nothing unusual occurred at that meeting. He recalled arriving late for the meeting due to the fact that he coaches girls softball and one of his players had been injured in the game that night. After he arrived at the meeting, he engaged member Kevin Wasag in discussions about the proposed strip club whose owner, James Marcanio, had petitioned the commission for consideration of a special use permit. Wasag told Graffeo that he was against the proposal because he did not want a strip club in town. Graffeo advised Wasag that specific reasons had to be identified by the commission as to why the commission would forward a no vote to the full village board on the proposal.

At many of these commission meetings, the members typically look to Graffeo to answer questions pertaining to the requests coming before them because they know Graffeo has a great deal of information gained from his role as village services director.

Graffeo stated that Marcanio had not reached out to him prior to the meeting to ask him to vote in favor of the proposal. He said he did not recall having any conversations privately with Marcanio about whether the commission would vote for or against his proposal.

Graffeo stated that Wasag was the only member that night that was upset. Graffeo said he often arrives late at meetings so that issue was not that unusual. He was unaware prior to arriving at the meeting that the commission voted to postpone a decision on the Marcanio proposal. After some clarification, Graffeo stated that he indeed was the one that asked Chairman Mike Ruth that the discussion regarding Marcanio's proposal be re-opened. He asked that Marcanio's proposal be re-opened because he had information the other commission members did not because he had been present at previous meetings with Marcanio and the Mayor, and at previous initial village board committee meetings when the proposal was first tendered. After some discussion during the meeting, Graffeo explained to the other commission members that the commission needed to forward some type of recommendation to the village board on this proposal because that was the role of the planning and zoning commission.

Graffeo stated that the village board does not always follow the recommendations of the commission.

Graffeo stated that he only knows Marcanio from Marcanio being a business owner in town. Marcanio owns two other businesses, those being a bar called At the Office, and a roofing and construction company called Avalon Roofing. He would not characterize Marcanio as a friend and he said he has never socialized with Marcanio. Graffeo said Marcanio has never asked for any special consideration from Graffeo, and Graffeo has never solicited Marcanio for anything. He said Marcanio had once in the past made a financial donation to a softball player Graffeo coached whose family was falling on hard times.

Graffeo confirmed that Avalon Roofing has received contracts for roofing work from the village. He said all of those contracts were competitively bid. He corrected himself and said one of the jobs was not bid due to the fact it was deemed an emergency. He said per village code, all contracts exceeding $20,000 must be put out for bid. He said much of the work given to Avalon was less than $20,000, but he went out to bid nonetheless. Other bidders that competed with Avalon were Durable Roofing and Stan's Roofing. He said Stan's Roofing has in the past won a bid for village work.

Graffeo stated that At the Office and Avalon Roofing were the only Marcanio-owned businesses he was aware of. He said the village has purchased plumbing supplies from a company named Southwest Metal Distributors of Florida. He said it is not uncommon to utilize out of state vendors. He became aware of Southwest when Marcanio told him about the company while he and Marcanio were at a job site where Marcanio was using the village's fire hydrant. He was unaware that Marcanio owned Southwest. He said he would have no way of knowing whether the material appearing on invoices was actually received by the public works department from Southwest. He then said after asking the question again that his public works crew does keep an inventory of parts.

Graffeo stated that he did not see any reason to recuse himself from the Marcanio proposal before the commission. He said he made the motion that night before the commission to approve Marcanio's

proposal and voted yes. He said he voted in favor of it because he knew if he did not that Marcanio would sue. When asked during this interview about how he would have known of Marcanio's intention of bringing forth litigation, he said he learned of that during the initial meeting held with the village board committee.

Graffeo stated that at no time on the night of 7/14/14 did he speak with Marcanio. Marcanio had already left the meeting prior to Graffeo's arrival. Graffeo then stated he "does not believe" that he spoke with Marcanio that night.

Graffeo reiterated that his actions were professional during the commission meeting that night and he did not raise his voice or become confrontational with any of the board members.

# OFFICE OF THE COOK COUNTY SHERIFF

**THOMAS J. DART**
**SHERIFF**

# Independent Inspector General

## INVESTIGATIVE REPORT

# INTERVIEW

Case #: 14 C 0002

Subject Interviewed: James Marcanio

Date: 11/6/14

Submitted by: Luke Hartigan

Africa Gansallo, Michael Suspenzi, and I interviewed James Marcanio at his Crestwood tavern called At the Office regarding a recent Village of Crestwood planning and zoning commission meeting wherein he was petitioning for a special use permit to open and operate a adult entertainment business.

Marcanio stated the following reported in summary:

When he showed up for the meeting he thought the purpose was to have the opportunity to present the commission with his business plan. He said he was not prepared to answer the commission's specific questions about certain aspects of the proposal.

Marcanio stated that the commission postponed the vote on his proposal. He then left the meeting. Graffeo was not present at the meeting when Marcanio left. As soon as he got the opportunity he called Graffeo to advise him the commission postponed the vote to approve or deny his proposal. He said he told Graffeo that the meeting was "weird" and that he felt like it was more of an interrogation.

Marcanio stated that he has known Graffeo for over 3 years and that he knows him well enough to be able to text him messages on his cellphone if Marcanio needs something from the village. He said he recently sent Graffeo a text after being contacted by the Illinois Gaming Board with an inquiry about the video poker machines at the bar and wording in his current lease agreement.

Marcanio stated he owns Avalon Roofing and that he has received work from the village over the years. He said he used to own Southwest Metal Distributors in Florida which he knows has supplied plumbing supplies to the village. He said the business did not grow liked he had hoped and he closed it in 2013. He said he originally opened this business in Florida because he intended it to be a multi-state type business and because he owned a second home there that he visited frequently. Graffeo was aware he owned Southwest and that the village was purchasing supplies from him.

Marcanio stated that Graffeo's daughter is employed at At the Office as a waitress. Graffeo and several other village employees as well as village elected officials have frequented Marcanio's bar over the years.

Marcanio stated that just after the commission postponed any action and while the proposal was being covered in the newspapers, he received a call from Trustee John Toscas. Toscas encouraged Marcanio to keep moving forward with his strip club proposal. Marcanio stated that Toscas told him " keep going, you have them on the ropes. They cannot keep you out." Marcanio said that at the end of the telephone call Toscas asked him if he would be willing to make a donation to the Crestwood Soccer Club, a non-for profit group that Toscas operates. Marcanio stated he wrote a $1000 check to the Soccer Club the next day.

VILLAGE SERVICES DIRECTOR

§ 32.100 OFFICE ESTABLISHED; APPOINTMENT; TERM.

(A) There is hereby established the appointed office of Village Services Director for the village.

(B) The Village Services Director shall be appointed by the Mayor, with the advice and consent of the Board of Trustees.

(C) The term of the Village Services Director shall be as announced by the Mayor at the time of appointment and shall not exceed four years or the remaining portion of the Mayor's term of office, whichever is shorter.

(Prior Code, § 1-7E-1) (Ord. 852, passed 5-21-1981)

§ 32.101 QUALIFICATIONS; OATH; BOND; REMOVAL FROM OFFICE.

(A) The Village Services Director shall possess the qualifications required of other officers of the village, shall be required to give bond, shall take oath or affirmation of office as required by law and shall be subject to removal from office by the Mayor in the same manner as other appointive officers of the village.

(B) No elected official of the village shall be eligible to serve as Village Services Director.

(Prior Code, § 1-7E-2) (Ord. 852, passed 5-21-1981)

§ 32.102 POWERS AND DUTIES; LIMITATIONS.

(A) *Powers and duties enumerated.* The Village Services Director shall perform services on behalf of the village, as directed and assigned by the Mayor and Board of Trustees, including, but not limited to:

(1) Direction, coordination and supervision of village services to residents and businesses;

(2) Direction, coordination and supervision of:

(a) Public works, water, sanitation, streets and municipal improvements;

(b) Village properties; and

(c) Public ways.

(3) Coordination of village departments, boards and commissions toward the goal of achieving efficient operation of the village government;

(4) Liaison assistance between village departments, boards, commission, employees and officials for the purpose of providing coordinated services to the public and citizenry of the village;

(5) Responses to public requests and inquiries concerning village operations and services;

(6) Coordination and supervision of compliance notices and complaints pertaining to alleged violations of village health, building and zoning codes and ordinances to assure vigorous prosecution thereof and the presentation of relevant testimony and documentation;

(7) General supervision of village employees with implementation and recommendation of village personnel policies and practices;

(8) Assistance in providing information to residents and business persons in the village, in cooperation with the Community Relations Department and other departments, as to village activities and programs;

(9) Attendance, as official representative of the village and Village Board, at meetings concerning all municipal functions with other governmental bodies and agencies, civic, neighborhood, business, religious, charitable, homeowners', apartment dwellers' and condominium members' organizations and associations; and

(10) Attendance at regular, special and committee meetings of the Mayor and Board of Trustees for the purpose of receiving directions therefrom and public participation thereat.

(B) *Reports required.* Not less than once each fiscal year and at any other times as requested by the Mayor or Board of Trustees, the Village Services Director shall provide a written report of his or her services, activities, programs and duties, together with recommendations, and the proposals received from others, as to additional and further Village Services Director activities, plans, duties, responsibilities and studies.

(C) *Limitations on powers.* The Village Services Director shall have no power to incur liability or, in any way, transact business for or in the name of the village.

(Prior Code, § 1-7E-3) (Ord. 852, passed 5-21-1981)

§ 32.103 COMPENSATION.

The Village Services Director shall receive the compensation as prescribed and approved at the time of appointment and/or as recited, from time to time, in the annual appropriation ordinance of the village.

(Prior Code, § 1-7E-4) (Ord. 852, passed 5-21-1981)

37.04 CONTRACTS.

(A) All contracts for supplies or capital improvements by the Mayor and the Board of Trustees where the amount of the contract exceeds $10,000 shall be furnished by contract and let to the lowest responsible bidder, after advertising for the same, unless the Village Board specifically waives this provision prior to purchasing supplies or contracting for capital improvements.

(B) Advertising shall be made and bids submitted and received by the Village Clerk.

(Prior Code, § 1-9-4) (Ord. 1169, passed 4-5-1990)

# VILLAGE OF CRESTWOOD, ILLINOIS

#8,120.00

**PURCHASE ORDER**

NANCY C. PENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 98045

Dept. No. 700

This Order Number Must Appear on Your Invoice and Package

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, Il. 60445

11-9 20 11

#101

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Install metal roof over a/c unit | | | | 8120 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | (CRWC Bldg) | | | | 8120 | 00 |

No Charge to Be Made for Boxing or Cartage.

By

Attachment 12
page 1 of 87

AVALON
CONSTRUCTION GROUP
5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# Invoice

| DATE | INVOICE # |
|---|---|
| 11/10/2011 | 101 |

**BILL TO**

Crestwood Civic Center
5331 W. 135th Street
Crestwood, Illinois 60445

| JOB NUMBER |
|---|
| GR-001 |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Protective Shelter Roof | For work performed as per PO# 98045 dated 11-7-11 | 8,120.00 |

AVALON
CONSTRUCTION GROUP

Payment is due upon receipt.
Thank you for your business!!

**Total** 8,120.00

Attachment 12
page 2 of 87

Ok to pay per B. Graffeo 11-11-11

AVALON
CONSTRUCTION GROUP
5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# PROPOSAL

***NAME: Crestwood Civic Center***

***JOB NUMBER: GR-001***

***ADDRESS: 5331 West 135th Street***

***DATE: 11-7-11***

***CITY, STATE, ZIP CODE: Crestwood, IL***

***CONTACT: Bill Graffeo***

***SCOPE OF WORK: Protective Shelter Roofs***

***PHONE NUMBER:***

We Avalon Construction Group propose to furnish materials, labor, permits, and equipment necessary to do the following work described below:

1. Furnish and install concrete piers in approximately a 12x12 area to mechanically attach new steel columns.
2. Furnish and install new 4x4 steel columns on properly poured concrete piers.
3. Columns will be mechanically attached to piers using steel plates and anchor bolts.
4. Structural framing will be done using 3x3 angle iron.
5. The entire steel structure will be mechanically attached to the brick exterior of the Rec Center.
6. Avalon will complete a standing seam roof structure on properly constructed steel frame structures.
7. Avalon will paint the entire steel structure using an industrial enamel.
8. All welds will be performed by a certified welder.

The total cost for work described above with a 7-year warranty will be **$8,120.00**

*Payment terms will be discussed with City Manager.*

Attachment 12
page 3 of 87

All Material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over And above estimate. All agreements contingent upon strikes, accidents or delay beyond control. Owner to carry fire tornado, and any other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

**Authorized Signature:** James Marcania

*This proposal may be withdrawn by us if not accepted within 30 days*

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payments will be due upon completion, unless otherwise specified. Accounts paid late are subject to a 6% per month charge on total unpaid balance. Should customer fail to pay balance within 30 days of invoice or if check is returned, customer agrees to be responsible for all costs incurred in the collection of said overdue balance, including but not limited to attorney fees. All contracts maybe canceled within 72 hours of signing.

Signature B Graffeo Date of Acceptance: 10/25/2011

**VILLAGE OF CRESTWOOD**

**55591**

Avalon Construction Group

11/19/11

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 11/9/11 | Bill | 101 | 8,120.00 | 8,120.00 | | 8,120.00 |
| | | | | | Check Amount | 8,120.00 |

Checking - regular PO#98045 8,120.00

LMP100 M/P CHECK

E07200/39297 (4/11) 610317

Attachment 12

page 4 of 87

*071901604*
11/25/2011
17039388

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

[071901604] 11/25/2011 17039388

First Midwest Bank

55591

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

11/19/11

PAY TO THE ORDER OF Avalon Construction Group $ **8,120.00

Eight Thousand One Hundred Twenty and 00/100**********

DOLLARS

Details on Back.

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO PO#98045

AUTHORIZED SIGNATURE

Security Features Included

⑈055591⑈ ⑆071901604⑆ 8100166392⑈

⑈055591⑈ ⑆071901604⑆ 8100166392⑈ ⑈0000812000⑈

Attachment 12
page 5 of 87

FOR DEPOSIT ONLY
AVALON CONSTRUCTION GROUP
[redacted]

1 386 20111125 1 4 8195 CRSWD-TELR115 RR:165 306-66 11/25/11 03:[illegible] PM
Chk to Chk $8,120.00

SOV
8100166392

↓Do not endorse or write below this line.↓

Attachment 12
page 6 of 87

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 98306

This Order Number Must Appear on Your Invoice and Package

Dept. No. 700

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, Il 60445
# 102

Dec. 12 2011

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | |
|---|---|---|---|---|---|
| | Installation of snow gutters | | | 1128 | 00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | (Civic Ctr) | | | | |
| | | | | 1128 | 00 |

No Charge to Be Made for Boxing or Cartage.

By

Attachment 12
page 7 of 87

AVALON
CONSTRUCTION GROUP
5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# Invoice

| DATE | INVOICE # |
|---|---|
| 12/7/2011 | 102 |

**BILL TO**

Crestwood Civic Center
5331 W. 135th Street
Crestwood, Illinois 60445

**JOB NUMBER**

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Crestwood Civic Center | For Installation of snow gutters according to proposal 11-7-11 | 11,280.00 |

AVALON
CONSTRUCTION GROUP

Payment is due upon receipt
Thank you for your business!!

**Total** 11,280.00

Attachment 12
page 8 of 87

OK to pay per B. Griffes
12/12/11

**VILLAGE OF CRESTWOOD**

55780

Avalon Construction Group

12/17/11

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 12/12/11 | Bill | 102 | 11,280.00 | 11,280.00 | | 11,280.00 |
| | | | | | Check Amount | 11,280.00 |

Checking - regular PO#98306 11,280.00

LMP100 M/P CHECK

E07200/39297 (4/11) 610317

Attachment 12

page 9 of 87

*071901604*
12/21/2011
17041361

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

[071901604] 12/21/2011 17041361

First Midwest Bank

55780

70-168/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

12/17/11

PAY TO THE ORDER OF Avalon Construction Group $ **11,280.00

Eleven Thousand Two Hundred Eighty and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO PO#98306

AUTHORIZED SIGNATURE

Security Features Included. Details on Back.

⑈055780⑈ ⑆071901604⑆ 8100166392⑈

⑈055780⑈ ⑆071901604⑆ 8100166392⑈ ⑈0001128000⑈

Attachment 12
page 10 of 87

FOR DEPOSIT ONLY
AVAL[illegible] CONSTRUCTION GROUP
[redacted]

TR:24 306-67 12/21/11 12:30 PM
Chk to Chk $11,280.00
SOV
8100166392

11 306 20111221 1 6 0038 [illegible]

↓Do not endorse or write below this line.↓

Attachment 12
page 11 of 87

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 98337

**Dept. No.** 700

**This Order Number Must Appear on Your Invoice and Package**

To: Cordon Construction Group.
5843 Midlothian Tpk.
Midlothian, Il. 60445.

12-14 20 11

Inv #103

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Snow guards for roof. | | | | 3,840 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Cover | | | | 3,840 | 00 |

**No Charge to Be Made for Boxing or Cartage.**

By

Attachment 12
page 12 of 87

AVALON
CONSTRUCTION GROUP
5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# Invoice

| DATE | INVOICE # |
|---|---|
| 12/13/2011 | 103 |

| BILL TO |
|---|
| Crestwood ~~Civic Center~~ Recreation & Wellness Center<br>5331 W. 135th Street<br>Crestwood, Illinois 60445 |

| JOB NUMBER |
|---|
| |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Snow guards | Change order for Snow Guards | 3,840.00 |

Payment is due upon receipt.
Thank you for your business!!

**Total** 3,840.00

Attachment 12
page 13 of 87

**VILLAGE OF CRESTWOOD** **55934**

Avalon Construction Group 1/21/12

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 12/14/11 | Bill | 103 | 3,840.00 | 3,840.00 | | 3,840.00 |
| | | | | | Check Amount | 3,840.00 |

Checking - regular PO#98338 3,840.00

LMB100 M/P CHECK
E07200/39297 (3/11) 609753

Attachment 12
page 14 of 87

*071901604*
01/25/2012
17041331

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

⑆071901604⑆ 01/25/2012
017041331

First Midwest Bank

55934

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

20-150/718
31200

1/21/12

PAY TO THE ORDER OF Avalon Construction Group $ **3,840.00

Three Thousand Eight Hundred Forty and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Trnpk
Midlothian, IL 60445

MEMO PO#98338

AUTHORIZED SIGNATURE

Security Features Included. Details on Back.

⑈055934⑈ ⑆071901604⑆ 8100166392⑈

⑈055934⑈ 4⑆071901604⑆ 8100166392⑈ ⑈0000384000⑈

Attachment 12
page 15 of 87

1 506 20120125 1 3 6608 CRSWD-TELR116

↓Do not endorse or write below this line.↓

Attachment 12
page 16 of 87

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 98415

This Order Number Must Appear on Your Invoice and Package

Dept. No. 700

To: Avalon Construction group
5843 Midlothian Turnpike
Midlothian, Il. 60445

12-28 2011

#104

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Gutters | | | | 7000 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Deposit (Check) | | | | 7000 | 00 |

No Charge to Be Made for Boxing or Cartage.

By

Attachment 12
page 17 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 1/3/2012 | 104 |

SHINGLES • FLATS • REROOFS • TEAR-OFF • SOFFIT • FASCIA • GUTTERS

BILL TO
Crestwood ~~Gwie~~ Center
5331 W. 135th Street
Crestwood, Illinois 60445

| JOB NUMBER |
|---|
| PO# 98415 |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Gutter Replacement | Deposit to start gutter replacement according to Proposal Number GR-001 dated 11-07-11 | 7,000.00 |

AVALON
CONSTRUCTION GROUP

Payment is due upon receipt.
Thank you for your business.

**Total** 7,000.00

ok to pay per B. Griffeo 1/12/12

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

**VILLAGE OF CRESTWOOD**

55933

Avalon Construction Group

1/21/12

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 12/28/11 | Bill | 104 | 7,000.00 | 7,000.00 | | 7,000.00 |
| | | | | | Check Amount | 7,000.00 |

Checking - regular PO#98415 7,000.00

LMP400 M/P CHECK
E07200/39297 (3/11) 609753

Attachment 12
page 19 of 87

AVALON
CONSTRUCTION GROUP
5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

COPY

# PROPOSAL

***NAME:* Crestwood Civic Center**

***JOB NUMBER:* GR-001**

***ADDRESS:* 5331 West 135th Street**

***DATE:* 11-7-11**

***CITY, STATE, ZIP CODE:* Crestwood, IL**

***CONTACT:* Bill Graffeo**

***SCOPE OF WORK:* Gutter Replacement/Repair**

***PHONE NUMBER:***

We Avalon Construction Group propose to furnish materials, labor, permits, and equipment necessary to do the following work described below:

1. Remove approximately 500 feet of damaged commercial box gutter on the Crestwood Civic Center.
2. We will reinstall 500 feet of pre-painted Kynar finished commercial box gutter in 10 Ft. Sections.
3. All removal of existing gutters will be completed as a means and methods in a professional workmanship like manner.
4. All necessary fasteners will be used to secure new 10ft. section with box cutters properly.
5. Avalon will seam all sections together using colored rivets and proper NP1 caulking.
6. Avalon will connect all existing outlets, downspouts and end caps wherever necessary.
7. All existing gutters that are removed will be disposed of in a legal manner.
8. All commercial box cutters will be 24 gauge prefinished material.
9. Avalon will clean up all debris from jobsite and dispose of in a legal manner.

The total cost for work described above with a 7-year labor guarantee and a 15 year material warranty will be **$13,800.00**

*Payment terms will be discussed with City Manager.*

$7,000.00 - deposit

PO # 98415

COPY

Attachment 12
page 20 of 87

All Material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over And above estimate. All agreements contingent upon strikes, accidents or delay beyond control. Owner to carry fire tornado, and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:** James Mancania

*This proposal may be withdrawn by us if not accepted within 30 days*

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payments will be due upon completion, unless otherwise specified. Accounts paid late are subject to a 6% per month charge on total unpaid balance. Should customer fail to pay balance within 30 days of invoice or if check is returned, customer agrees to be responsible for all costs incurred in the collection of said overdue balance, including but not limited to attorney fees. All contracts maybe canceled within 72 hours of signing.

**Signature** _____ **Date of Acceptance:** 12/1/2011

*071901604*
01/25/2012
17041330

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

071901604 01/25/2012 17041330

First Midwest Bank

55933

70-190/719
31208

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

1/21/12

PAY TO THE ORDER OF Avalon Construction Group $ **7,000.00

Seven Thousand and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO PO#98415

AUTHORIZED SIGNATURE

Security Features Included. Details on Back.

⑈055933⑈ ⑆071901604⑆ 8100166392⑈

⑈055933⑈ ⑆071901604⑆ 8100166392⑈ ⑈0000700000⑈

Attachment 12
page 21 of 87

Attachment 12
page 22 of 87

↓Do not endorse or write below this line.↓

TR:68 306-78 01/25/12 10:55 AM
Chk to Chk $7,000.00
SOV
8100166392

1 386 28128125 1 2 8887 CROWD-TELR116

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 99536

This Order Number Must Appear on Your Invoice and Package

**Dept. No.** 700

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian IL 60445

4/13 2012

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Gutter Replacement | | | | 6,800 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | (CWRC) | | | | 6,800 | 00 |

**No Charge to Be Made for Boxing or Cartage.**

By

Attachment 12
page 23 of 87

# AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 4/13/2012 | 105 |

SHINGLES • FLATS • REROOFS • TEAR-OFF • SOFFIT • FASCIA • GUTTERS

**BILL TO**

Crestwood ~~Civic~~ Rec Center
5331 W. 135th Street
Crestwood, Illinois 60445

**JOB NUMBER**

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Gutter Replacement | Final payment for Gutter replacement/repair as per proposal number GR-001 dated November 7, 2011 | 6,800.00 |

Payment is due upon receipt.
Thank you for your business

**Total** 6,800.00

Attachment 12
page 24 of 87

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

VILLAGE OF CRESTWOOD 56526

Avalon Construction Group 4/27/12

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 4/27/12 | Bill | 105 | 6,800.00 | 6,800.00 | | 6,800.00 |
| | | | | | Check Amount | 6,800.00 |

Checking - General PO#99536 6,800.00

Attachment 12

page 25 of 87

First Midwest Bank

First Midwest Bank 56523

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

4/20/12

PAY TO THE ORDER OF Petty Cash $ **15.52

Fifteen and 52/100********** DOLLARS

Petty Cash

MEMO

AUTHORIZED SIGNATURE

⑈056523⑈ ⑆071901604⑆ 8100166392⑈

First Midwest Bank 56525

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

4/24/12

PAY TO THE ORDER OF HSBC Business Solutions $ **223.03

Two Hundred Twenty-Three and 03/100********** DOLLARS

HSBC Business Solutions
PO Box 5219
Carol Stream, IL
60197-5219

MEMO PO#99136

Nancy C. Benedetto
AUTHORIZED SIGNATURE

⑈056525⑈ ⑆071901604⑆ 8100166392⑈

Attachment 12
page 26 of 87

First Midwest Bank 56526

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

4/27/12

PAY TO THE ORDER OF Avalon Construction Group $ **6,800.00

Six Thousand Eight Hundred and 00/100********** DOLLARS

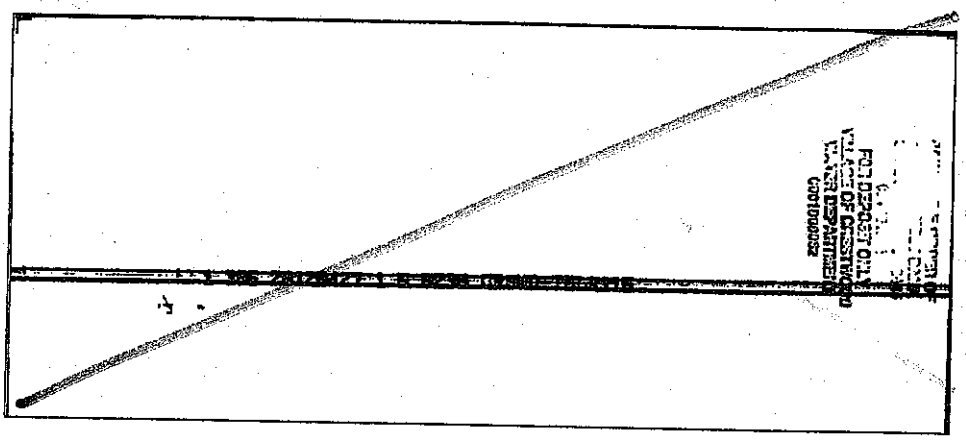
Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

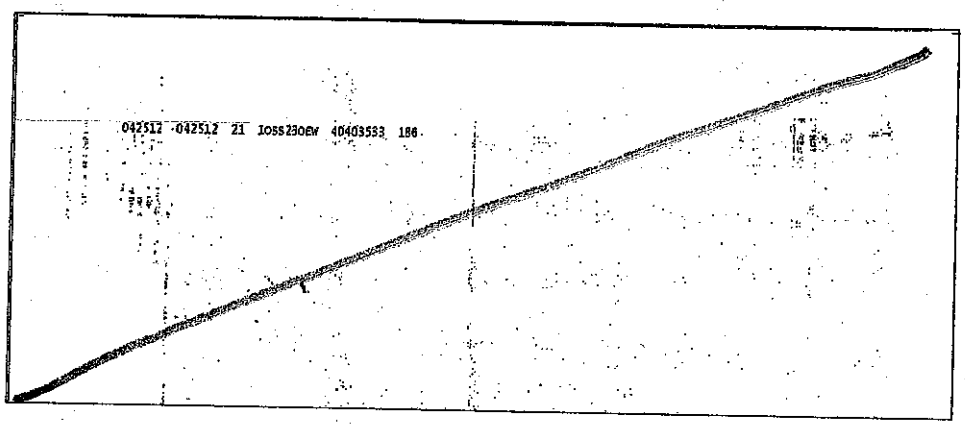
MEMO PO#99536

Nancy C. Benedetto
AUTHORIZED SIGNATURE

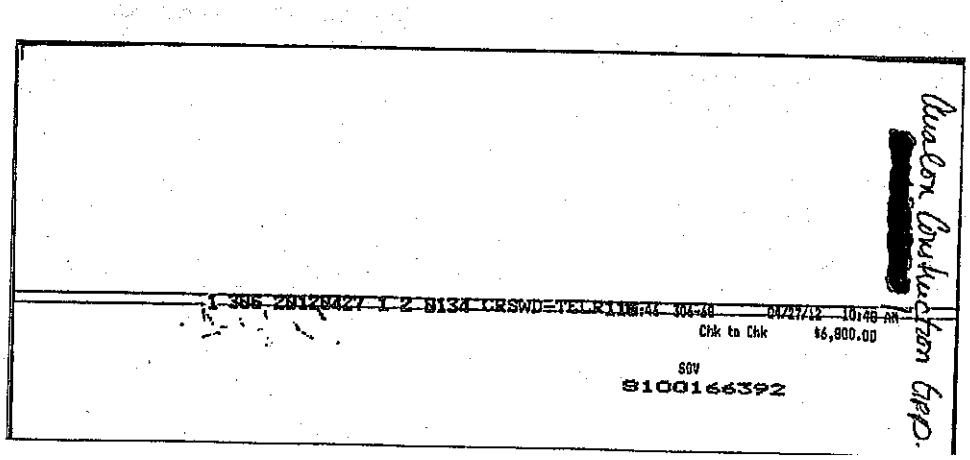
⑈056526⑈ ⑆071901604⑆ 8100166392⑈

First Midwest Bank






Attachment 12
page 27 of 87



# VILLAGE OF CRESTWOOD, ILLINOIS

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

**PURCHASE ORDER**

№ 99691

This Order Number Must Appear on Your Invoice and Package

Dept. No. CBS

To: Arbor Construction Group
5843 Midlothian Turnpike
Midlothian, Il. 60445

May 15 20 12

Job# TO-00

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | |
|---|---|---|---|---|
| | Furnish and Install Diamond Plate for back of wall of Grill | | 1800 | 00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | VILLAGE OF CRESTWOOD | 1800 | 00 |

PAID
CBS-25-12
MAY 25 2012
ck # 1700
1800.00
mb

No Charge to Be Made for Boxing or Cartage.

By

Attachment 12
page 28 of 87

# AVALON
CONSTRUCTION GROUP

SHINGLES • FLATS • REROOFS • TEAR-OFF • SOFFIT • FASCIA • GUTTERS

***NAME: Bill Graffio***

***ADDRESS:Standard Bank Field*** CBS

***City, State, Crestwood, IL***

***SCOPE OF WORK: Kitchen Work***

***JOB NUMBER: TO-00***

***DATE: 05/14/12***

***PHONE NUMBER:***

***EMAIL:***

We Avalon Construction Group propose to furnish materials, labor, permits, and equipment necessary to do the following work described below:

To Furnish and install diamond plate for back of wall of Grill.

Total cost for all work described above will be done for **$1,800.00**

Attachment 12
page 29 of 87

All Material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over and above estimate. All agreements are contingent upon strikes, accidents or delay beyond control. Owner is to carry fire tornado, and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:** James Marcania

*This proposal may be withdrawn by us if not accepted within 30 days*

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be due upon completion, unless otherwise specified. Accounts paid late are subject to a 6% per month charge on total unpaid balance. Should customer fail to pay balance within 30 days of invoice or if check is returned, customer agrees to be responsible for all costs incurred in the collection of said overdue balance, including but not limited to attorney fees. All contracts maybe canceled within 72 hours of signing.

**Signature** _____ **Date of Acceptance:** 5/15/12

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# VILLAGE OF CRESTWOOD, ILLINOIS

#2,800.00

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 99775

This Order Number Must Appear on Your Invoice and Package

Dept. No. C.B.S.

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

May 24, 2012

Job# Rep-020

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | |
|---|---|---|---|---|---|
| | Furnish materials, labor, permits and equipment for: Roof repairs on concessions stand at Standard Bank Field | | | 2,800 | 00 |
| | | | | 2800 | 00 |

PAID
CBS-25-1
MAY 25 2012
CK# 1701
VILLAGE OF CRESTWOOD
2800.00
NB

No Charge to Be Made for Boxing or Cartage.

By B Griffin

Attachment 12
page 30 of 87

# AVALON
CONSTRUCTION GROUP

SHINGLES • FLATS • REROOFS • TEAR-OFF • SOFFIT • FASCIA • GUTTERS

***NAME: Bill Graffio***

***JOB NUMBER: rep-020***

***ADDRESS: Standard Bank Field***

***DATE: 05/03/12***

***City, State, Crestwood, IL***

***PHONE NUMBER:***

***SCOPE OF WORK: Concession stand roof***

***EMAIL: 13billyg@att.net***

We Avalon Construction Group propose to furnish materials, labor, permits, and equipment necessary to do the following work described below:

- Roof repairs on concession stand of the Standard Bank Field Concession stand and
- Seal all duct work with RC2000.

Total Amount for work described above is **$2,800.00.**

Attachment 12
page 31 of 87

chg 2-722 48

All Material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over and above estimate. All agreements are contingent upon strikes, accidents or delay beyond control. Owner is to carry fire tornado, and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:** James Marcanio

*This proposal may be withdrawn by us if not accepted within 30 days*

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be due upon completion, unless otherwise specified. Accounts paid late are subject to a 6% per month charge on total unpaid balance. Should customer fail to pay balance within 30 days of invoice or if check is returned, customer agrees to be responsible for all costs incurred in the collection of said overdue balance, including but not limited to attorney fees. All contracts maybe canceled within 72 hours of signing.

**Signature**_____ **Date of Acceptance:**_____

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# VILLAGE OF CRESTWOOD, ILLINOIS

CHASE ORDER

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 100211

This Order Number Must Appear on Your Invoice and Package

Dept. No. 700

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

7-11 20 12

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Flat roof repair to Crestwood Civic Center | | | | 3800 | 00 |
| | (14025 S. Kostner Ave) | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | 3800 | 00 |

No Charge to Be Made for Boxing or Cartage.

By

Attachment 12
page 32 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 7/10/2012 | 106 |

SHINGLES • FLATS • REROOFS • TEAR-OFF • SOFFIT • FASCIA • GUTTERS

**BILL TO**

Crestwood Civic Center
~~5331 W. 135th Street~~ 14025 S. Kostner Ave
Crestwood, Illinois 60445 Crestwood, IL 60445

**JOB NUMBER**

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Flat Roof Repairs | For Flat Roof Repairs to Crestwood Civic Center | 3,800.00 |

Attachment 12
page 33 of 87

Payment is due upon receipt.
Thank you for your business.

**Total** 3,800.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

**VILLAGE OF CRESTWOOD** 56866

Avalon Construction Group 7/11/12

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 7/11/12 | Bill | PO#100211 | 3,800.00 | 3,800.00 | | 3,800.00 |
| | | | | | Check Amount | 3,800.00 |

Checking - General 3,800.00

Attachment 12
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First Midwest Bank

First Midwest Bank 56866

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13640 S. CICERO AVE.
CRESTWOOD, IL 60445

7/11/12

PAY TO THE ORDER OF Avalon Construction Group $ **3,800.00

Three Thousand Eight Hundred and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO

Nancy C. Benedetto
AUTHORIZED SIGNATURE

⑈056866⑈ ⑆071901604⑆ 8100166392⑈

929

First Midwest Bank 56867

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13640 S. CICERO AVE.
CRESTWOOD, IL 60445

7/11/12

PAY TO THE ORDER OF Illinois State Police $ **200.00

Two Hundred and 00/100********** DOLLARS

Illinois State Police
Bureau of Indentification
260 N. Chicago St.
Joliet, IL
60432-4075

MEMO

Nancy C. Benedetto
AUTHORIZED SIGNATURE

⑈056867⑈ ⑆071901604⑆ 8100166392⑈

Attachment 12
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First Midwest Bank 56868

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13640 S. CICERO AVE.
CRESTWOOD, IL 60445

7/12/12

PAY TO THE ORDER OF Village of Crestwood P/R ACT.#8100171342 $ **13,024.11

Thirteen Thousand Twenty-Four and 11/100********** DOLLARS

Village of Crestwood

MEMO 2nd Qrt Unemployment

Nancy C. Benedetto
AUTHORIZED SIGNATURE

⑈056868⑈ ⑆071901604⑆ 8100166392⑈

First Midwest Bank

Fan Dow Ord

1 306 28128711 1 4 8181 CRSWD-TELR116 TR:118-306-66 07/11/12 02:08 PM

Chk to Chk $3,800.00

SOV

8100166392

Pay to the order of

Fifth Third Bank

For Deposit Only

STATE TREASURER

GUARANTEED ENDORSEMENT

Attachment 12

page 36 of 87

Village of Crestwood P/R Acct

#8100171342

1 306 28128718 1 7 8889 CRSWD-TELR118

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 100395

This Order Number Must Appear on Your Invoice and Package

Dept. No. 800

To: Avalon Construction Group

8/8 2012

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | FIAT Roof Repairs (pump hse - Cal Sag) | | | | 3500 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | (Pump House) | | | | 3500 | 00 |

**No Charge to Be Made for Boxing or Cartage.**

By

Attachment 12
page 37 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 8/8/2012 | 107 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 South Cicero Avenue<br>Crestwood, IL 60445 |

| JOB NUMBER |
|---|
| 100395 |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Pump House | For roof work on Pump house at 12800 Cal Sag Road | 3,500.00 |

Payment is due upon receipt.
Thank you for your business,

**Total** 3,500.00

Attachment 12
page 38 of 87

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

**VILLAGE OF CRESTWOOD**

Avalon Construction Group

8/8/12

12990

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 8/8/12 | Bill | 107 | 3,500.00 | 3,500.00 | | 3,500.00 |
| | | | | | Check Amount | 3,500.00 |

Checking po#100395 3,500.00

Attachment 12

page 39 of 87

# Village of Crestwood Water & Sewer Fund
## Transaction List by Vendor
### All Transactions

| Type | Date | Num | Memo | Account | Credit |
|---|---|---|---|---|---|
| **Avalon Construction Group** | | | | | |
| Bill Pmt -Check | 08/08/12 | 12990 | po#100395 | 101 · Checking | 3,500.00 ✓ |

First Midwest Bank

First Midwest Bank 12990

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79

70-160/719
30816

8/8/12

PAY TO THE ORDER OF Avalon Construction Group $ **3,500.00

Three Thousand Five Hundred and 00/100********** DOLLARS

Avalon Construction Group

MEMO po#100395

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈012990⑈ ⑆071901604⑆ 000100008 2⑈

First Midwest Bank 12991

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79

70-160/719
30816

8/15/12

PAY TO THE ORDER OF Village of Crestwood P/R Act.#8100171342 $ **6,162.09

Six Thousand One Hundred Eighty-Two and 09/100********** DOLLARS

Village of Crestwood P/R

MEMO Payroll 081612

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈012991⑈ ⑆071901604⑆ 000100008 2⑈

Attachment 12
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First Midwest Bank 12992

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79

70-160/719
30816

8/15/12

PAY TO THE ORDER OF Village of Crestwood P/R Act.#8100171342 $ **472.93

Four Hundred Seventy-Two and 93/100********** DOLLARS

Village of Crestwood P/R

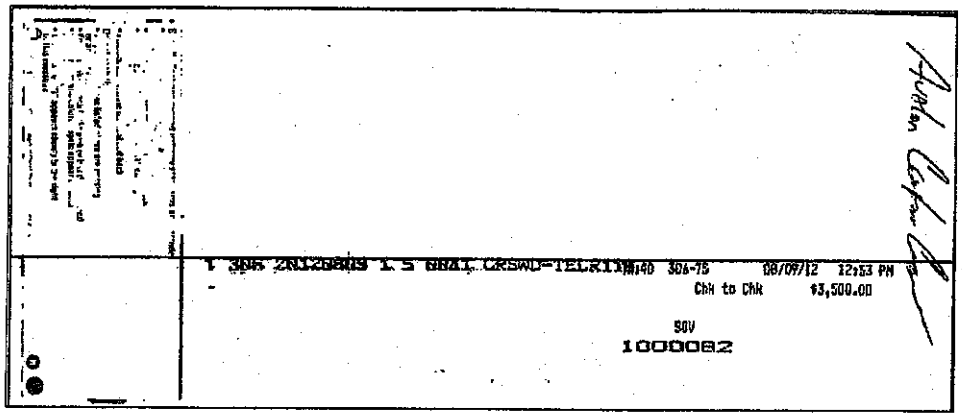
MEMO Taxes 081612

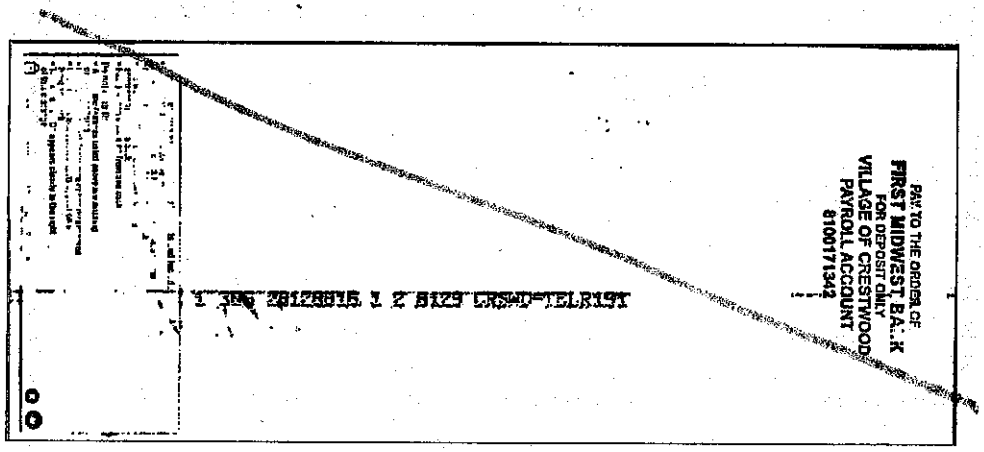
AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈012992⑈ ⑆071901604⑆ 000100008 2⑈

**First Midwest Bank**




Attachment 12

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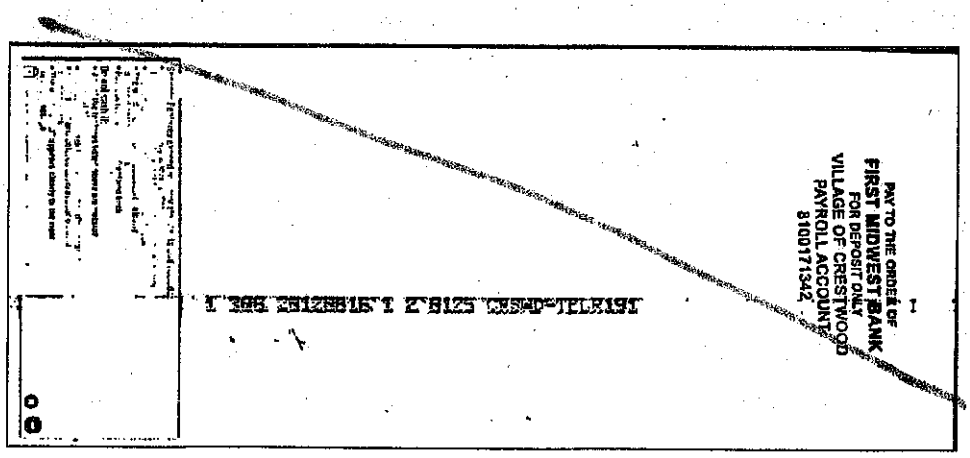

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 101169
This Order Number Must Appear on Your Invoice and Package

Dept. No. 700

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian IL 60445

11/5 2012

# 108

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | |
|---|---|---|---|---|---|
| | Roof + A/C Roof top unit Repairs | | | 3310 | 00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | CPWC | | | | |
| | (~~[illegible]~~) | | | 3310 | 00 |

No Charge to Be Made for Boxing or Cartage.

By [signature]

Total $4985.00

Attachment 12
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AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 11/1/2012 | 108 |

**BILL TO**

~~Crestwood Civic Center~~ CPWC
5331 W. 135th Street
Crestwood, Illinois 60445

| JOB NUMBER |
|---|
| |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Crestwood Civic Center | For Standing Seam Repairs:<br>1. Furnished and installed custom pitch pans for large support on a/c roof top unit.<br>2. Re- fastened 4 runs of loose lower panels on southside of building.<br>3. Furnished and installed custom pitch pans for cat walk access walkways.<br>4. Furnished and installed all necessary sealant for pitch pans.<br>5. Cleaned up all debris from jobsite | 3,310.00 |

Attachment 12
page 44 of 87

Payment is due upon receipt.
Thank you for your business.

**Total** 3,310.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

First Midwest Bank

57532

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

70-160/719
31200

11/16/12

PAY TO THE ORDER OF ASP, Inc. $ **480.60

Four Hundred Eighty and 60/100********** DOLLARS

ASP, Inc.
Box 88393
Milwaukee, WI
53288-0393

MEMO
PO#100893

AUTHORIZED SIGNATURE

⑈057532⑈ ⑆071901604⑆ 8100166392⑈

Details on Back. Security Features Included

First Midwest Bank

57533

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

70-160/719
31200

11/16/12

PAY TO THE ORDER OF Atlas Fire & Safety, Inc. $ **70.40

Seventy and 40/100********** DOLLARS

Atlas Fire & Safety, Inc.
6901 W. 112th Pl.
Worth, IL 60482

MEMO
PO#101[illegible]

AUTHORIZED SIGNATURE

⑈057533⑈ ⑆071901604⑆ 8100166392⑈

Details on Back. Security Features Included

Attachment 12
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First Midwest Bank

57534

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

70-160/719
31200

11/16/12

PAY TO THE ORDER OF Avalon Construction Group $ **4,985.00

Four Thousand Nine Hundred Eighty-Five and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO

AUTHORIZED SIGNATURE

⑈057534⑈ ⑆071901604⑆ 8100166392⑈

Details on Back. Security Features Included

FOR DEPOSIT ONLY >075912068<
Credited Account of Named Payee
BMO Harris Bank NA

BMO Harris Bank NA >075912068<
MKE

A-2726 20121121
R-2725039

PAY TO THE ORDER OF
FOUNDERS BANK
FOR DEPOSIT ONLY *071923213*
ATLAS FIRE & SAFETY INC
503502701

Attachment 12
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FOR DEPOSIT ONLY
AVAL CONSTRUCTION GROUP

11/20/2012 306001001029470 >071901604<

TR:47 306-05 11/20/12 0[illegible] PM
Chk to Chk $4,98[illegible]00

For Deposit Only to Named Payee <071901604>

11/20/2012 306001001029470 SOV 8100166392

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

$1,675.00

Dept. No. 700

№ 101340
This Order Number Must Appear on Your Invoice and Package

To: Austin Construction Group

11-12 2012

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Roof repairs | | | | 1,675 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | 14040 Kildare Public Works | | | | 1,675 | 00 |

**No Charge to Be Made for Boxing or Cartage.**

By B Siffreo

Attachment 12
page 47 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 11/5/2012 | 101 |

**BILL TO**

Village of Crestwood
13840 S. Cicero Avenue
Crestwood, Illinois 6445

| JOB NUMBER |
|---|
| Rep-001 |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| 14040 [redacted] Kildare [redacted] Public Works | For roof repairs done to the Public Works Garage located at [redacted] Kildare 14040 | 1,675.00 |

Attachment 2
page 48 of 87

Ok to pay per Bill Straffen

Payment is due upon receipt.
Thank you for your business.

**Total** 1,675.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

**VILLAGE OF CRESTWOOD**

57534

Avalon Construction Group

11/16/12

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 11/5/12 | Bill | 108 | 3,310.00 | 3,310.00 | | 3,310.00 |
| 11/12/12 | Bill | 101 | 1,675.00 | 1,675.00 | | 1,675.00 |
| | | | | | Check Amount | 4,985.00 |

Checking - General 4,985.00

Attachment 12

page 49 of 87

# V LLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

Dept. No. 700

№ 101436
This Order Number Must Appear on Your Invoice and Package

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, Il. 60445

Nov. 29, 2012

# 108

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | |
|---|---|---|---|---|---|
| | Gutter repairs to CRWC Bldg. | | | 2760 | 00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | (for CRWC Bldg) | | | 2760 | 00 |

No Charge to Be Made for Boxing or Cartage.

By

Attachment 12
page 50 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 11/8/2012 | 108 |

| BILL TO |
|---|
| Crestwood ~~Civic Center~~ Rec & Well Ctr.<br>5331 W. 135th Street<br>Crestwood, Illinois 60445 |

| JOB NUMBER |
|---|
| |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Crestwood Rec Center | For gutter repairs to Crestwood Rec Center on 135th and Long Avenue | 2,760.00 |

Attachment 12
page 51 of 87

OK

Payment is due upon receipt.
Thank you for your continued business.

**Total** 2,760.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

**VILLAGE OF CRESTWOOD** 57648

Avalon Construction Group 12/5/12

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 12/5/12 | Bill | 108 | 2,760.00 | 2,760.00 | | 2,760.00 |
| | | | | | Check Amount | 2,760.00 |

Checking - General PO#101436 2,760.00

Attachment 12

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First Midwest Bank

57647

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

12/1/12

PAY TO THE ORDER OF Village of Crestwood P/R ACT.#8100171342 $ **16,556.48

Sixteen Thousand Five Hundred Fifty-Six and 48/100**********

DOLLARS

Village of Crestwood

MEMO Taxes

Nancy C. Benedetto
AUTHORIZED SIGNATURE

⑈057647⑈ ⑆071901604⑆ 8100166392⑈

First Midwest Bank

57648

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

12/5/12

PAY TO THE ORDER OF Avalon Construction Group $ **2,780.00

Two Thousand Seven Hundred Sixty and 00/100**********

DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO PO#101436

Nancy C. Benedetto
AUTHORIZED SIGNATURE

⑈057648⑈ ⑆071901604⑆ 8100166392⑈

Attachment 12
page 53 of 87

First Midwest Bank

57649

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

December 7th, 2012

PAY TO THE ORDER OF Gordon Food Service $ 153 40

One Hundred Fifty-Three 40/100

DOLLARS

MEMO 708-371-4800

Nancy C. Benedetto
AUTHORIZED SIGNATURE

⑈057649⑈ ⑆071901604⑆ 8100166392⑈

PAY TO THE ORDER OF
FIRST MIDWEST BANK
FOR DEPOSIT ONLY
VILLAGE OF CRESTWOOD
PAYROLL ACCOUNT
8100171342

12/03/2012 306001001166210 >071901604<

For Deposit Only to Named Payee <071901604>

12/03/2012 306001001166210

[redacted]

12/06/2012 306001001220670 >071901604<

TR:66 306-05 12/06/12 09:33 AM
Chk to Chk $2,760.00

For Deposit Only to Named Payee <071901604>

SOV

12/06/2012 306001001220670 8100166392

Attachment 12
page 54 of 87

DEPOSIT TO GFS MARKETPLACE #164
Account # 7510551018
12/11/12 09:58am : Amount $$153.40 $
Cashier #47564 Lane #4 Trans #5681
Cust #1080584

FOR RETURN ITEMS:
>1070-0586-9<
Vectra Bank, Colorado N.A.

FOR RETURN ITEMS:
>1070-0586-9<
5110002390

121212 PKT 8
FIFTH THIRD BANK (P290)
◀042000314▶
5312784528

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 102163
This Order Number Must Appear on Your Invoice and Package

Dept. No. 700

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, Il. 60445
# 108

Feb. 18 20 13

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Flat Roof Repairs due to leaks on | | | | 3675 | 00 |
| | northwest side of building | | | | | |
| | (EMA Bldg. 13755 S Lamon) | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | 3675 | 00 |

No Charge to Be Made for Boxing or Cartage.

By

Attachment 12
page 55 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 2/14/2013 | 108 |

| BILL TO |
|---|
| Crestwood Civic Center<br>5331 W. 135th Street<br>Crestwood, Illinois 60445 |

| JOB NUMBER |
|---|
| |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| ESDA Building<br>13755 S.<br>Lamon | For flat roof repairs due to leaks on northwest side of building | 3,675.00 |

AVALON
CONSTRUCTION GROUP

B Jaffee OK

Thank you for your business!
Payment is due upon receipt.

**Total** 3,675.00

Attachment 12
page 56 of 87

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

**VILLAGE OF CRESTWOOD**

58002

Avalon Construction Group

2/23/13

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 2/18/13 | Bill | 108 | 3,675.00 | 3,675.00 | | 3,675.00 |
| | | | | | Check Amount | 3,675.00 |

Checking - General PO#102163 3,675.00

Attachment 12

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First Midwest Bank

58002

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

2/23/13

PAY TO THE ORDER OF Avalon Construction Group $ **3,675.00

Three Thousand Six Hundred Seventy-Five and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO
PO#102163

AUTHORIZED SIGNATURE

⑈058002⑈ ⑆071901604⑆ 8100166392⑈

Details on Back. Security Features Included.

First Midwest Bank

58003

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

2

2/23/13

PAY TO THE ORDER OF Avalon Petroleum Company $ **15,478.40

Fifteen Thousand Four Hundred Seventy-Eight and 40/100********** DOLLARS

Avalon Petroleum Company
7326 Eagle Way
Chicago, IL 60678-1073

MEMO

AUTHORIZED SIGNATURE

⑈058003⑈ ⑆071901604⑆ 8100166392⑈ ⑇0001547840⑇

Details on Back. Security Features Included.

Attachment 12
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First Midwest Bank

58004

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

2/23/13

PAY TO THE ORDER OF Avalon Petroleum Company $ **1,265.00

One Thousand Two Hundred Sixty-Five and 00/100********** DOLLARS

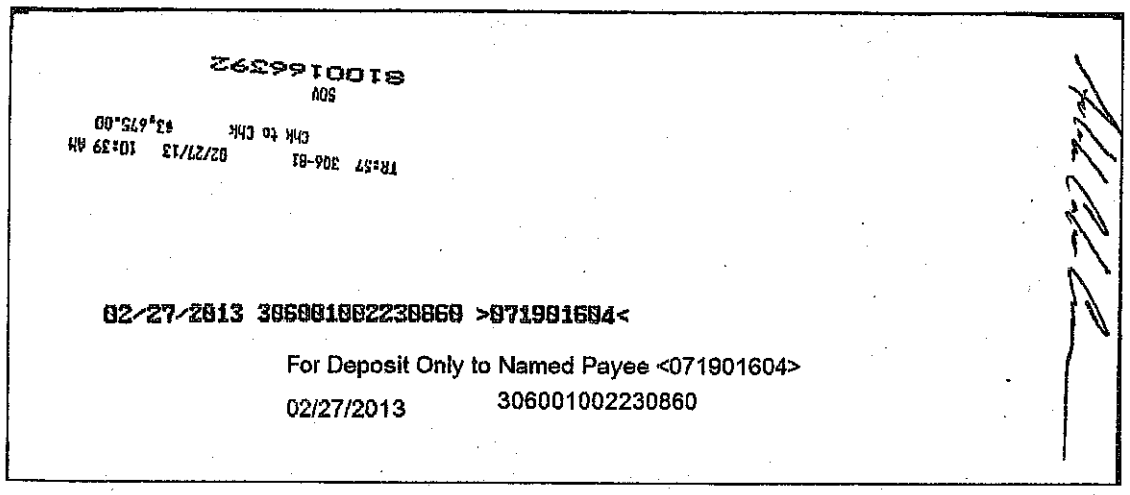
Avalon Petroleum Company
7326 Eagle Way
Chicago, IL 60678-1073

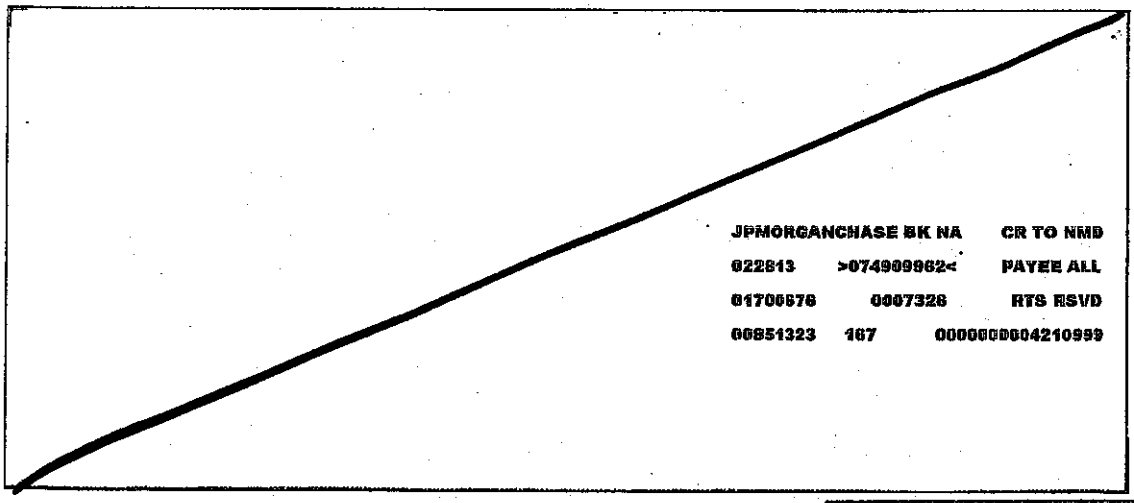
MEMO

AUTHORIZED SIGNATURE

⑈058004⑈ ⑆071901604⑆ 8100166392⑈ ⑇0000126500⑇

Details on Back. Security Features Included.




Attachment 12
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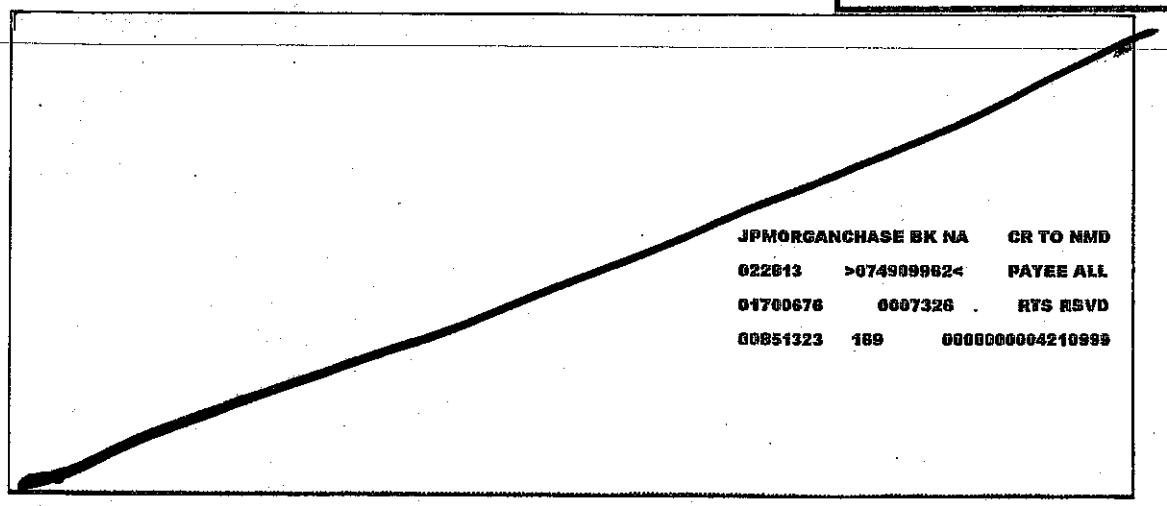

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

Dept. No. 700

PO 113019

This Order Number Must Appear on Your Invoice and Package

To: Avalon Construction Group
5843 Midlothian Turnpike
Crestwood, Il 60445

May 21, 20 13

Total $18,100

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Torchdown Re-Roof | | | | 16,100 | 00 |
| | According to proposal # FRR-020 | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | (Police Station) | | | | 16,100 | 00 |

**No Charge to Be Made for Boxing or Cartage.**

By Bill Lewis

Attachment 12
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AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 5/16/2013 | 102 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero<br>Crestwood , IL 60445 |

| DUE DATE | JOB NUMBER |
|---|---|
| 6/15/2013 | |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Crestwood Police Station | For Torchdown Re-Roof According to Proposal # FRR-020 dated 4/24/13 | 16,100.00 |

Attachment 12
page 61 of 87

Payment is due upon receipt.
Thank you for your business.

**Total** 16,100.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN:

WHEREAS The undersigned has been employed by City of Crestwood, IL to furnish Torchdown Re-Roof for the premises located at Crestwood Police Station 13840 S. Cicero Crestwood, IL of which The City of Crestwood is the owner. The undersigned, for and in consideration of SIXTEEN THOUSAND ONE HUNDRED DOLLARS ($16,100.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises.

**Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.**

# CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is President of the Avalon Construction Group who is the contractor for THE City Of Crestwood. worked on the building located at the Crestwood Police Station 13840 S. Cicero, Crestwood, IL 60445 owned by The City of Crestwood. That the total amount of the contract including extras is $16,100.00 on which he has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WORK PERFORMED | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Avalon Construction Group | Torchdown Re-Roof | $16,100.00 | $0.00 | $16,100.00 | $0.00 |
| Material supplied in house by Avalon Construction | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL | | $16,100.00 | $0.00 | $16,100.00 | $0.00 |

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

Signed this 1ST day of August, 2013.

Signature:

President, Avalon Construction Group

Attachment 12
page 62 of 87

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF August, 2013.

NOTARY PUBLIC

"OFFICIAL SEAL"
Leann M Latimer
Notary Public, State of Illinois
My Commission Expires 7/22/2014

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

Dept. No. 700

No. 103020
This Order Number Must Appear on Your Invoice and Package

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, Il 60445

May 21, 2013

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Grind and re-tuckpointing work | | | | 2,000 | 00 |
| | Per proposal # PRR-020 | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | 2,000 | 00 |

Rich Funk

Attachment 12
page 63 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 5/16/2013 | 103 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero<br>Crestwood , IL 60445 |

| DUE DATE | JOB NUMBER |
|---|---|
| 6/15/2013 | |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Crestwood Police Station - | For Grind and re-tuckpointing work as per proposal # FRR 020 dated 5/03/13 | 2,000.00 |

Attachment 12
page 64 of 87

Payment is due upon receipt.
Thank you for your business

**Total** 2,000.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN,IL 60445
708.293.7663 • FAX 708.293.7666

# FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN:

WHEREAS The undersigned has been employed by City of Crestwood, IL to furnish .Grind and Re-Tuckpointing work for the premises located at Crestwood Police Station 13840 S. Cicero Crestwood, IL of which .The City of Crestwood is the owner. The undersigned, for and in consideration of TWO THOUSAND DOLLARS ($2,000.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Note: **All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.**

# CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is President of the Avalon Construction Group who is the contractor for THE City Of Crestwood. worked on the building located at the Crestwood Police Station 13840 S. Cicero, Crestwood, IL 60445 owned by The City of Crestwood. That the total amount of the contract including extras is $ 2,000.00 on which he has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WORK PERFORMED | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Avalon Construction Group | Grind/Re-Tuckpointing | $2,000.00 | $0.00 | $2,000.00 | $0.00 |
| Material supplied in house by Avalon Construction | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL | | $2,000.00 | $0.00 | $2,000.00 | $0.00 |

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

Signed this 1ST day of August, 2013.

Signature:

President, Avalon Construction Group

Attachment 12
page 65 of 87

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF August, 2013.

NOTARY PUBLIC

"OFFICIAL SEAL"
Leann M Latimer
Notary Public, State of Illinois
My Commission Expires 7/22/2014

LAGE OF CRESTWOOD

58560

Avalon Construction Group

5/21/13

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 5/21/13 | Bill | | 16,100.00 | 16,100.00 | | 16,100.00 |
| 5/21/13 | Bill | | 2,000.00 | 2,000.00 | | 2,000.00 |
| | | | | | Check Amount | 18,100.00 |

Checking - General 18,100.00

Attachment 12

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First Midwest Bank 58559

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

70-160/719
31200

5/20/13

PAY TO THE ORDER OF Brick Paver Creations, Inc. $ **8,250.00

Eight Thousand Two Hundred Fifty and 00/100********** DOLLARS

Brick Paver Creations, Inc.
P.O. Box 263
Orland Park, IL 60462

MEMO
PO#102909

AUTHORIZED SIGNATURE

⑈058559⑈ ⑆071901604⑆ 8100166392⑈

First Midwest Bank 58560

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

70-160/719
31200

5/21/13

PAY TO THE ORDER OF Avalon Construction Group $ **18,100.00

Eighteen Thousand One Hundred and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO #102, 103

AUTHORIZED SIGNATURE

⑈058560⑈ ⑆071901604⑆ 8100166392⑈

Attachment 12
page 67 of 87

First Midwest Bank 58561

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

4/30/13

PAY TO THE ORDER OF Direct Energy Business $ **76.43

Seventy-Six and 43/100********** DOLLARS

Direct Energy Business
P.O. Box 70220
Philadelphia, PA
19176-0220

MEMO
4/2/13 to 5/1/13

AUTHORIZED SIGNATURE

⑈058561⑈ ⑆071901604⑆ 8100166392⑈

Pay to the order of
Charter One
For Deposit Only
Brick Paver Creations, Inc
Acct.#4504310036

For Deposit Only to Named Payee <071901604>

05/23/2013 306001003324460

For >031100209< 05/28/13 DLW-DEB-ERM
Deposit Citibank N.A. 0000000000001090831
Only New Castle DE 30833214
0115 780165 035 000 780165-20-10-010/0029-010

Attachment 12

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# OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

Y C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

NO 103018
This Order Number Must Appear on Your Invoice and Package

Dept. No. C.B.S.

To: Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, Il 60445

May 21, 2013

Invoice #101

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | |
|---|---|---|---|---|---|
| | Inland Coating Re-Roof | | | 11,840 | 00 |
| | PAID CBS 6-13 MAY 21 2013 11,840.00 - 1791 VILLAGE OF CRESTWOOD | | | | |
| | (Thunderbolts Stadium) | | | 11,840 | 00 |

No Charge to Be Made for Boxing or Cartage.

By Bill Sent

Attachment 12
page 69 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 5/16/2013 | 101 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero<br>Crestwood , IL 60445 |

| DUE DATE | JOB NUMBER |
|---|---|
| 6/15/2013 | |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Thunderbolt Baseball Field | For Inland Coating Re-Roof | 11,840.00 |

PAID
CBS -
MAY 21 2013
11,840.00 - 1791
VILLAGE OF CRESTWOOD

Attachment 12
page 70 of 87

Payment is due upon receipt.
Thank you for your business.

**Total** 11,840.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN:

WHEREAS The undersigned has been employed by City of Crestwood, IL to furnish Inland Coating Re-Roof, for the premises located at Standard Bank Field 14011 S. Kenton, Crestwood, IL of which The City of Crestwood is the owner. The undersigned, for and in consideration of ELEVEN THOUSAND EIGHT HUNDRED FORTY DOLLARS ($11,840.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Note: **All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.**

# CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is President of the Avalon Construction Group who is the contractor for THE City Of Crestwood. worked on the building located at Standard Bank Field 14011 S.Kenton, Crestwood, IL 60445 owned by The City of Crestwood. That the total amount of the contract including extras is $ 11,840.00 on which he has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WORK PERFORMED | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Avalon Construction Group | Inland Coating/Re-Roof | $11,840.00 | $0.00 | $11,840.00 | $0.00 |
| Material supplied in house by Avalon Construction | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL | | $11,840.00 | $0.00 | $11,840.00 | $0.00 |

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

Signed this 1ST day of August, 2013.

Attachment 12
page 71 of 87

X Signature:

President, Avalon Construction Group

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF August, 2013.

NOTARY PUBLIC

"OFFICIAL SEAL"
Leann M Latimer
Notary Public, State of Illinois
My Commission Expires 7/22/2014

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

Dept. No. 700

103168
This Order Number Must Appear on Your Invoice and Package

To: Avalon Construction Group
5843 Midlothian Turnpike
Crestwood Il 60445
# 104

June 18 20 13

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| | Shingle Repairs for flat roof @ Crestwood Civic Center | | | | 6200 | 00 |
| | | | | | 6200 | 00 |

No Charge to Be Made for Boxing or Cartage.

By JB

Attachment 12
page 12 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 6/13/2013 | 104 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero<br>Crestwood , IL 60445 |

| DUE DATE | JOB NUMBER |
|---|---|
| 7/13/2013 | |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Crestwood Civic Center | For Flat Roof and Shingle Repairs to the Crestwood Civic Center. | 6,200.00 |

Attachment 12
page 73 of 87

OK to pay per B. Griffeo 6-17-13

Payment is due upon receipt.
Thank you for your business!

**Total** 6,200.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN,IL 60445
708.293.7663 • FAX 708.293.7666

**VILLAGE OF CRESTWOOD** 58607

Avalon Construction Group 6/21/13

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 6/18/13 | Bill | 104 | 6,200.00 | 6,200.00 | | 6,200.00 |
| | | | | | Check Amount | 6,200.00 |

Checking - General PO#103168 6,200.00

Attachment 12

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AVALON
CONSTRUCTION GROUP
5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7666

# PROPOSAL

***NAME:*** ***Crestwood Civic Center***

***JOB NUMBER:*** ***GR-010***

***ADDRESS:*** ***Kostner Ave.***

***DATE:*** ***06-04-13***

***CITY, STATE, ZIP CODE:*** ***Crestwood, IL***

***CONTACT:*** ***Bill Graffeo***

***SCOPE OF WORK:*** ***Roof Repairs***

***PHONE NUMBER:***

We Avalon Construction Group propose to furnish materials, labor, permits, and equipment necessary to do the following work described below:

1. Tear off all damaged and curled shingles and replace with matching 3-tab red and grey shingles.
2. Furnish and install necessary modified repairs to stop leaks inside civic center.
3. Check all a/c units and other roof protrusions, seal and reflash if necessary.
4. Use modified bitumen adhesive wherever necessary
5. Use NP1 caulk wherever necessary.
6. Clean up and remove all job related debris from jobsite in a legal manner.

Total cost for work described above will be **$6,200.00.**

Attachment 12
page 15 of 87

All Material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over And above estimate. All agreements contingent upon strikes, accidents or delay beyond control. Owner to carry fire tornado, and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:** James Marcania

*This proposal may be withdrawn by us if not accepted within 30 days*

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payments will be due upon completion, unless otherwise specified. Accounts paid late are subject to a 6% per month charge on total unpaid balance. Should customer fail to pay balance within 30 days of invoice or if check is returned, customer agrees to be responsible for all costs incurred in the collection of said overdue balance, including but not limited to attorney fees. All contracts maybe canceled within 72 hours of signing.

**Signature** _____ **Date of Acceptance:** 6/5/13

# FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN:

WHEREAS The undersigned has been employed by City of Crestwood, IL to furnish Flat and Shingle Repairs for the premises located at Crestwood Civic Center 14025 S. Kostner Crestwood, IL of which The City of Crestwood is the owner. The undersigned, for and in consideration of SIX THOUSAND TWO HUNDRED DOLLARS ($6,200.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on the above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Note: **All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.**

# CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is President of the Avalon Construction Group who is the contractor for THE City Of Crestwood. worked on the building located at the Crestwood Civic Center 14025 S.Kostner, Crestwood, IL 60445 owned by The City of Crestwood. That the total amount of the contract including extras is $6,200.00 on which he has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WORK PERFORMED | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Avalon Construction Group | Flat/Shingle Repairs | $6,200.00 | $0.00 | $6,200.00 | $0.00 |
| Material supplied in house by Avalon Construction | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL | | $6,200.00 | $0.00 | $6,200.00 | $0.00 |

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

Signed this 1st day of August, 2013.

Signature: _____
President, Avalon Construction Group

Attachment 12
page 76 of 87

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1st DAY OF August, 2013.

NOTARY PUBLIC

"OFFICIAL SEAL"
Leann M Latimer
Notary Public, State of Illinois
My Commission Expires 7/22/2014

First Midwest Bank 58605

70-160/719
31200

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

6/21/13

PAY TO THE ORDER OF George Arnold $ **450.00

Four Hundred Fifty and 00/100********** DOLLARS

George Arnold
9501 W. 144th Place
Suite 205
Orland Park, IL 60462

MEMO
June 2013

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈058605⑈ ⑆071901604⑆ 8100166392⑈

First Midwest Bank 58606

70-160/719
31200

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

6/21/13

PAY TO THE ORDER OF ASCAP $ **347.59

Three Hundred Forty-Seven and 59/100********** DOLLARS

ASCAP
21678 Network Place
Chicago, IL
60673-1216

MEMO
PO#102949

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈058606⑈ ⑆071901604⑆ 8100166392⑈ ⑈0000034759⑈

Attachment 12
page 77 of 87

First Midwest Bank 58607

70-160/719
31200

VILLAGE OF CRESTWOOD 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

6/21/13

PAY TO THE ORDER OF Avalon Construction Group $ **6,200.00

Six Thousand Two Hundred and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO
PO#103168

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈058607⑈ ⑆071901604⑆ 8100166392⑈

WPTR00064206302135530000000501504400000000000500000

PAY TO THE ORDER OF
STANDARD BANK AND TRUST CO.
071903363
FOR DEPOSIT ONLY
SOSIN & ARNOLD, LTD.
GENERAL ACCOUNT
4424474007

JPMORGANCHASE BK NA CR TO NMD
062813 >0749009982< PAYEE ALL
09862832 0021678 RTS RSVD
00954904 105 0000000005251249

For Deposit only
[redacted]

For Deposit Only to Named Payee <071901604>
06/26/2013 306001003739380

06/26/2013 306001003739380 >071901604<

TR:63 306-67 06/26/13 10:42 AM
Chk to Chk 46,200.00
SOV
8100166392

Attachment 12
page 18 of 87

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

#16,400.00

Dept. No. 700

PO 103636
This Order Number Must Appear on Your Invoice and Package

To: Avalon Construction Group
5843 Midlothian Turnpike
Crestwood, Il 60445
#105

8 - 7, 20 13

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | |
|---|---|---|---|---|---|
| | Flat Re-Roof | | | 16,400 | 00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Job # FR-018 PW Bldg | | | 16,400 | 00 |

**No Charge to Be Made for Boxing or Cartage.**

By Bill Lenz

Attachment 12
page 19 of 87

AVALON
CONSTRUCTION GROUP

# Invoice

| DATE | INVOICE # |
|---|---|
| 7/11/2013 | 105 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero<br>Crestwood , IL 60445 |

| JOB NUMBER |
|---|
| FR-018 |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| Crestwood Public Works Bldg. | For Flat Re-Roof According to proposal FR-018 dated April 5 2013. | 16,400.00 |

Attachment 12
page 80 of 87

B Graffeo OK

Payment is due upon receipt.
Thank you for your business!!

**Total** 16,400.00

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN,IL 60445
708.293.7663 • FAX 708.293.7666

# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF COOK
TO WHOM IT MAY CONCERN:

WHEREAS The undersigned has been employed by the City of Crestwood to furnish Flat Re-Roof on the premises known as City of Crestwood Public Works Building 14040 Kildare, Crestwood, IL of which City of Crestwood, IL is the owner. The undersigned, for and in consideration of SIXTEEN THOUSAND FOUR HUNDRED ($16,400.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises.

---

# CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN: THE undersigned, being duly sworn, deposes and says that he is Owner/President of Avalon Construction Group, Inc. who is the contractor for City of Crestwood, IL worked on the building located at 14040 Kildare, Crestwood, IL owned by the City of Crestwood That the total amount of the contract including extras is $16,400.00 on which he has received payment of $ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That following are the names of all parties who have furnished material or labor or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|---|---|---|---|---|
| Avalon Construction Group | Flat Re-Roof | $16,400.00 | $0.00 | $16,400.00 | $0.00 |
| Material supplied in house by Avalon Construction Group | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | $16,400.00 | $0.00 | $16,400.00 | $0.00 |

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

Signed this July 30 day of 2013

Signature:

Attachment 12
page 81 of 87

Subscribed and sworn to before me this 30th day of July, 2013.

Kathleen Moller
NOTARY PUBLIC

"OFFICIAL SEAL"
Kathleen Moller
Notary Public, State of Illinois
My Commission Expires 4/26/2015

# AVALON
CONSTRUCTION GROUP

| | | |
|---|---|---|
| *NAME:* | *City of Crestwood Public Works* | *JOB NUMBER: FR-018* |
| *ADDRESS:* | *13840 S. Cicero* | *DATE: 4-5-13* |
| *CITY, STATE, ZIP CODE:* | *Crestwood, Illinois* | *PHONE NUMBER:* |
| *SCOPE OF WORK:* | *Flat Re-Roof* | *CONTACT: Bill Graffeo* |

Awemn.,We Avalon Roofing Contractors propose to furnish materials, labor, permits, and equipment necessary to do the following work described below:

**Flat Re-Roof**

1. Clean entire roof deck area so proper work can be performed.
2. Cut out all bubbles and blisters and heat if necessary to flatten roof out as much as possible.
3. Furnish and install a coat of asphalt primer over entire existing roof deck.
4. Furnish and install a Certinteed white granulated modified torchdown cap sheet over entire roof area.
5. Furnish and install all flashings around entire perimeter using the same materials.
6. Furnish and install flashings around all heater stacks and miscellaneous pipes or roof protrusions.
7. All wall flashings will be installed behind existing surface mount counter flashing.
8. All rolls of modified torch down will be applied as per manufactures specs.
9. Furnish and install any necessary caulking wherever needed.
10. Clean up all roof related debris from jobsite and remove in a legal manner.

**The total cost for work mentioned above: Will be $16,400.00 with a 12-year material warranty and a 7-year labor guarantee.**

Attachment 12
page 82 of 87

**Payment Terms:**
**$5,000.00 deposit upon signing of contract**
**Balance upon Completion.**

All Material is guaranteed to be as specified. All work to be completed in workmanship like manner according to standard practice. Any alteration or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over And above estimate. All agreements contingent upon strikes, accidents or delay beyond control. Owner to carry fire tornado, and any other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:** James Marcanio

*This proposal may be withdrawn by us if not accepted within 30 days*

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work as specified. Payments will be due upon completion, unless otherwise specified. Accounts paid late are subject to a 6% per month charge on total unpaid balance. Should customer fail to pay balance within 30 days of invoice or if check is returned, customer agrees to be responsible for all costs incurred in the collection of said overdue balance, including but not limited to attorney fees. All contracts maybe canceled within 72 hours of signing.

5843 MIDLOTHIAN TURNPIKE • MIDLOTHIAN, IL 60445
708.293.7663 • FAX 708.293.7664

**Signature** _____ **Date of Acceptance:** _____

SINCE 1917
DURABLE ROOFING CO.

3836 W. 148th Street ~ Midlothian, IL 60445
LICENSE # 104-014112

Local: 708 / 371-7663
Toll Free: 800 / 371-7505
Fax: 708 / 388-9597
durableroofing.com
joe@durableroofing.com

**City of Crestwood**
**13840 So. Cicero**
**Crestwood, IL. 60444**
**Attn: Bill Grafeo**

**April 5, 2013**

RE: Re Roof on the Public Works Building

1. **CLEAN TRASH & DEBRIS FROM ROOF SURFACE:**
In the specified roof area, we will clean off and remove all trash and debris from the roof surface. All trash and debris will be disposed of in a safe, legal and professional manner.

2. **PRIME-ROOF SUBSTRATE:**
Over the clean and dry (prepared) surface we will apply an even coat of asphalt primer. This will be applied at a rate of no less than 1/2 gallon(s) per 100 square feet of area.

3. **APP MODIFIED BITUMEN SHEET:**
Over the entire prepared surface we will install one (1) ply of Polyglass 4.5 Mil Granulated APP Modified Bitumen Sheet, shingle fashion, lapping each sheet four (4) inches over the preceding sheet. We will totally heat fuse the APP Modified Bitumen Sheet down to the prepared surface. End laps will not be less than ten (10) inches. Each sheet will be checked for adhesion, all laps and seams will be hand-checked and trowelled where needed.

4. **APP MODIFIED FLASHING:**
At all walls, curbs and raised edge details we will install a layer of Polyglass 4.5 Mil Granulated APP Modified Bitumen Flashing Material totally heat fused to a clean, primed surface. The top edge of the flashings will be sealed using a new aluminum compression bar properly anchored and sealed at the top using NP-1 urethane sealant or equal.

5. **SOIL STACKS (FIELD WRAP):**
We will furnish and install a layer of modified bitumen sheet totally heat fused and wrapped into place around a clean and prepared soil stack pipe. Next we will install a collar made of the same material and heat fuse it onto the roof around base of pipe. This will complete the sealing of pipe into the roof system.

6. **MINOR PENETRATIONS:**
We will furnish and install new pitch pans at all minor penetrations. We will set the pitch pan in a bed of asphalt cement, prime the flange with asphalt primer and strip-in to roof system using compatible materials. Then we will fill the installed pitch pan with an elastomeric material.



*Servicing the Roofing Industry for over 96 years*
*Midlothian, IL ~ Hartford, CT*
CRRC COOL ROOF RATING COUNCIL MEMBER
ENERGY STAR
NATIONAL ROOFING CONTRACTORS ASSOCIATION MEMBER
AMERICAN SOLAR ENERGY SOCIETY MEMBER
U.S. GREEN BUILDING COUNCIL LEED USGBC

SINCE 1917
DURABLE ROOFING CO.

3836 W. 148th Street ~ Midlothian, IL 60445
LICENSE # 104-014112

Local: 708 / 371-7663
Toll Free: 800 / 371-7505
Fax: 708 / 388-9597
durableroofing.com
joe@durableroofing.com

# COST FOR WORK PROPOSED:

1. Total cost for the above described work including our own Five (5) Year Guarantee on Workmanship and the Manufacturer's Twelve (12) Year Material Warranty is **$ 18,225.00**.

## ACCEPTANCE OF PROPOSAL

We will Guarantee what we do for One (1) Year and Materials for the same.
The material required for this job will be furnished by contractor including necessary equipment and the services performed for a total of **$ 18,225.00 (Eighteen Thousand Two Hundred Twenty Five and 00/100)** and is payable as follows:

**$ 6,075.00 DEPOSIT REQUIRED**
**BALANCE DUE UPON COMPLETION.**
**DISCOVER, VISA, & MASTERCARD ACCEPTED**

There is a 1.5% per month charge on balance owed starting Ten (10) days after completion of work. The contract purchaser shall pay the cost of collection including attorney's fees. This estimate and offer is void after 30 days.

Any *charges* or *additions* to the work set forth above must be agreed to in writing and shall be paid for at the conclusion of said work in the amount agreed to.

Submitted this 5th day of April, 2013

By: Joseph P. Richards Jr. _____
*Owner/Estimator*
**Durable Roofing Company**

Accepted this ___ day of _____, 2013

By: _____
Owner / Authorized Representative

Attachment 12
page 84 of 87

**VILLAGE OF CRESTWOOD**

58907

Avalon Construction Group

8/13/13

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 8/13/13 | Bill | 105 | 16,400.00 | 16,400.00 | | 16,400.00 |
| | | | | | Check Amount | 16,400.00 |

Checking - General PO#103636 16,400.00

Attachment 12

page 85 of 87

First Midwest Bank 58907

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

8/13/13

PAY TO THE ORDER OF Avalon Construction Group $ **16,400.00

Sixteen Thousand Four Hundred and 00/100********** DOLLARS

Avalon Construction Group
5843 Midlothian Turnpike
Midlothian, IL 60445

MEMO
PO#103636

AUTHORIZED SIGNATURE

⑈058907⑈ ⑆071901604⑆ 8100166392⑈

Details on Back. Security Features Included.

First Midwest Bank 58908

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

8/16/13

PAY TO THE ORDER OF Village of Crestwood P/R ACT.#8100171342 $ **42,012.92

Forty-Two Thousand Twelve and 92/100********** DOLLARS

Village of Crestwood

MEMO
8/16/13 Payroll

AUTHORIZED SIGNATURE

⑈058908⑈ ⑆071901604⑆ 8100166392⑈

Details on Back. Security Features Included.

Attachment 12
page 86 of 87

First Midwest Bank 58909

70-160/719
31200

**VILLAGE OF CRESTWOOD** 01-99
GENERAL FUND
13840 S. CICERO AVE.
CRESTWOOD, IL 60445

8/16/13

PAY TO THE ORDER OF Village of Crestwood P/R ACT.#8100171342 $ **2,925.24

Two Thousand Nine Hundred Twenty-Five and 24/100********** DOLLARS

Village of Crestwood

MEMO
Taxes 8/16/13

AUTHORIZED SIGNATURE

⑈058909⑈ ⑆071901604⑆ 8100166392⑈

Details on Back. Security Features Included.

[redacted] So Deposit Only

08/13/2013 306001004305550 >071901604< TR:42 306-68 08/13/13 10:16 AM
Chk to Chk $16,400.00
For Deposit Only to Named Payee <071901604>
SOV
08/13/2013 306001004305550 8100166392

PAY TO THE ORDER OF
FIRST MIDWEST BANK
FOR DEPOSIT ONLY
VILLAGE OF CRESTWOOD
PAYROLL ACCOUNT
8100171342

8100166392
SOV
TR:73 306-77 08/15/13 12:57 PM
Chk to Chk $42,012.92

08/15/2013 306001004340800 >071901604<
For Deposit Only to Named Payee <071901604>
08/15/2013 306001004340800

PAY TO THE ORDER OF
FIRST MIDWEST BANK
FOR DEPOSIT ONLY
VILLAGE OF CRESTWOOD
PAYROLL ACCOUNT
8100171342

8100166392
SOV
TR:71 306-77 08/15/13 12:55 PM
Chk to Chk $2,925.24

08/15/2013 306001004340840 >071901604<
For Deposit Only to Named Payee <071901604>
08/15/2013 306001004340840

Attachment 12
page 87 of 87

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 100543

This Order Number Must Appear on Your Invoice and Package

Dept. No. 800

To: Southwest Metal Distributors
1029 Renoir St
Port Charlotte, FL 33950

8/13 20 12

Inv # 101

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| 6 | Valve Disc assembly (Pumphouse) | 219 | 00 | | 1,314 | 00 |
| 10 | Bicarable couplers | 147 | 00 | | 1,470 | 00 |
| 6 | Valve Disc inserts | 84 | 00 | | 504 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | 3,288 | 00 |

**No Charge to Be Made for Boxing or Cartage.**

By

**VILLAGE OF CRESTWOOD**

Southwest Metal Distributors

8/17/12

13019

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 8/13/12 | Bill | 101 | 3,288.00 | 3,288.00 | | 3,288.00 |
| | | | | | Check Amount | 3,288.00 |

Checking PO#100543 3,288.00

39298

Attachment 13
page 1 of 14

**SOUTHWEST METAL DISTRIBUTORS**
**1029 RENOIR STREET**
**PORT CHARLOTTE, FL 33950**

# Invoice

| DATE | INVOICE # |
|---|---|
| 8/14/2012 | 101 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero Ave.<br>Crestwood, Illinois 60445<br>Attn.: Bill Graffeo |

Water Dept - Pump house
#800

| DUE DATE | P.O. NUMBER |
|---|---|
| 9/13/2012 | |

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| Crestwood | Valve disc assembly | 6 | | 1,314.00 |
| | Breakable couplers | 10 | 147.00 | 1,470.00 |
| | Valve Disc Inserts | 6 | 84.00 | 504.00 |
| | Tax 7.25% | | | ~~254.88~~ |
| | | | | tax exempt per attached mailed w/invoice gj |

Attachment 13
page 2 of 14

We appreciate your business.

| | |
|---|---|
| Subtotal | 3,288.00 ~~3,542.88~~ |
| 7.25% Tax | |
| **Total** | 3,288.00 ~~3,542.88~~ |

PLEASE REMIT PAYMENT TO:
SOUTHWEST METAL DISTRIBUTORS, 1029 RENOIR STREET, PORT CHARLOTTE, FL 33950

First Midwest Bank

First Midwest Bank 13019

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79 8/17/12

PAY TO THE ORDER OF Southwest Metal Distributors $ **3,288.00

Three Thousand Two Hundred Eighty-Eight and 00/100********** DOLLARS

Southwest Metal Distributors
1029 Renoir Street
Port Charlotte, FL 33950

MEMO PO#100543

AUTHORIZED SIGNATURE

⑈013019⑈ ⑆071901604⑆ 000100008 2⑈

4

First Midwest Bank 13020

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79 8/17/12

PAY TO THE ORDER OF Verizon Wireless $ **84.32

Eighty-Four and 32/100********** DOLLARS

Verizon Wireless
P.O. Box 25505
Lehigh Valley, PA
18002-5505

001300 6660 0 NJ

MEMO PO#[illegible] 6/27/12 to 7/26/12

AUTHORIZED SIGNATURE

⑈013020⑈ ⑆071901604⑆ 000100008 2⑈

Attachment 13
page 3 of 14

First Midwest Bank 13021

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79 8/17/12

PAY TO THE ORDER OF Capital Improvements Fund $ **12,443.02

Twelve Thousand Four Hundred Forty-Three and 02/100********** DOLLARS

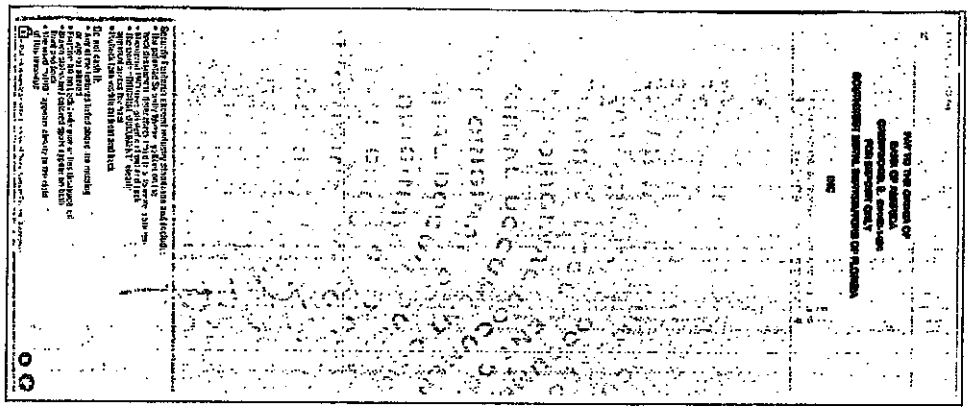
Capital Improvements Fund

MEMO July 2012

AUTHORIZED SIGNATURE

⑈013021⑈ ⑆071901604⑆ 000100008 2⑈

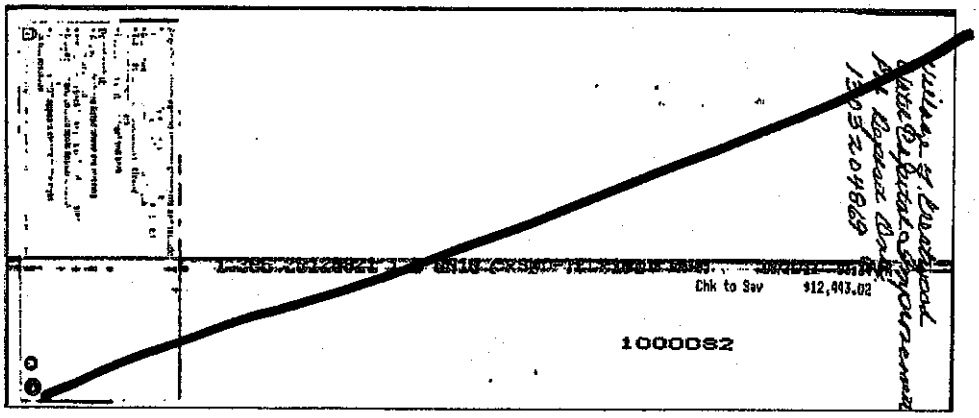
**First Midwest Bank**



Attachment 13
page 4 of 14

CONSOLID RTN FARMERS >091911153<#454715.
BANK OF NEW YORK 09/24/12 VZWCR
6660 372008064 AC#0787155D2600001
CONSOLID RTN FARMERS >091911153<#454715

Attachment _____
page _____ of _____



# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

№ 101190
This Order Number Must Appear on Your Invoice and Package

Dept. No. 800

To: Southwest Metal Distributors
1029 Renoir ST
Port Charlotte FL. 33950
#102

11/5 2012

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| 4 | 6" - 12 | 184 | 00 | ea | 736 | 00 |
| 4 | 8 x 12 | 214 | 00 | ea | 856 | 00 |
| 6 | 10" x 12" | 272 | 50 | ea | 1635 | 00 |
| 2 | 12' x 12 | 273 | 00 | ea | 546 | 00 |
| | | | | | | |
| | | | | | | |
| | (Plumpheave) | | | | 3773 | 00 |

No Charge to Be Made for Boxing or Cartage.

By

**VILLAGE OF CRESTWOOD**

Southwest Metal Distributors

13117

11/16/12

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 11/5/12 | Bill | 102 | 3,773.00 | 3,773.00 | | 3,773.00 |
| | | | | | Check Amount | 3,773.00 |

Checking PO#101190 3,773.00

39298

Attachment 13
page 5 of 14

**SOUTHWEST METAL DISTRIBUTORS**
**1029 RENOIR STREET**
**PORT CHARLOTTE, FL 33950**

# Invoice

| DATE | INVOICE # |
|---|---|
| 11/5/2012 | 102 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero Ave.<br>Crestwood, Illinois 60445<br>Attn.: Bill Graffeo |

| DUE DATE | P.O. NUMBER |
|---|---|
| 12/5/2012 | P.O. 101190 |

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| Smith Blair Repair Clamps | 6" - 12' | 4 | 184.00 | 736.00 |
| Smith Blair Repair Clamps | 8" - 12' | 4 | 214.00 | 856.00 |
| Smith Blair Repair Clamps | 10" - 12' | 6 | 272.50 | 1,635.00 |
| Smith Blair Repair Clamps | 12" - 12' | 2 | 273.00 | 546.00 |

Attachment 13
page 6 of 14

Thank you for your business!

| | |
|---|---|
| Subtotal | 3,773.00 |
| 7.25% Tax | |
| **Total** | 3,773.00 |

PLEASE REMIT PAYMENT TO:
SOUTHWEST METAL DISTRIBUTORS, 1029 RENOIR STREET, PORT CHARLOTTE, FL 33950

First Midwest Bank

13116

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79

70-160/719
30616

11/16/12

PAY TO THE ORDER OF Village of Robbins $ **100.56

One Hundred and 56/100********** DOLLARS

Village of Robbins
3327 W. 137th Street
Robbins, IL 60472-1699

MEMO PO#101237 10/1/12 to 10/31/12 Burrage

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈013116⑈ ⑆071901604⑆ 0001000082⑈

First Midwest Bank

13117

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79

70-160/719
30616

11/16/12

PAY TO THE ORDER OF Southwest Metal Distributors $ **3,773.00

Three Thousand Seven Hundred Seventy-Three and 00/100********** DOLLARS

Southwest Metal Distributors
1029 Renoir Street
Port Charlotte, FL 33950

MEMO PO#101190

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈013117⑈ ⑆071901604⑆ 0001000082⑈

*

Attachment 13
page 7 of 14

First Midwest Bank

13119

VILLAGE OF CRESTWOOD
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

09-79

70-160/719
30616

11/16/12

PAY TO THE ORDER OF Capital Improvements Fund $ **12,311.31

Twelve Thousand Three Hundred Eleven and 31/100********** DOLLARS

Capital Improvements Fund

MEMO October 2012

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈013119⑈ ⑆071901604⑆ 0001000082⑈

PAY TO THE ORDER OF
FIRST MIDWEST BANK, N.A.
TINLEY PARK, IL 60477
071901604
FOR DEPOSIT ONLY
VILLAGE OF ROBBINS

11/23/2012 306001001057570 >071901604<

For Deposit Only to Named Payee <071901604>

11/23/2012 306001001057570

[redacted]

PAY TO THE ORDER OF
BANK OF AMERICA
CHERYWOOD, IL 60403-1494
FOR DEPOSIT ONLY
DOUTHWEST METAL DISTRIBUTORS OF FLORIDA
INC

Attachment 13

page 8 of 14

1000082

Chk to Sav

TR:121 306-67 11/21/12 01:12 PM

11/21/2012 306001001043640 >071901604<

For Deposit Only to Named Payee <071901604>

11/21/2012 306001001043640

Village of Westwood
Water Capital Improvement Account
For Deposit Only
# 1303204869

# VILLAGE OF CRESTWOOD, ILLINOIS

**PURCHASE ORDER**

NANCY C. BENEDETTO, Village Clerk
13840 South Cicero Avenue
Crestwood, Illinois 60445
Phone: 708-371-4800

NO. 103221
This Order Number Must Appear on Your Invoice and Package

Dept. No. 800

To: Southwest Metal Distributors
1029 Benoir Street
Port Charlotte, FL 33950

June 26, 20 13

- PLEASE ENTER OUR ORDER FOR GOODS NAMED BELOW -

| Quantity | Description | Price | | | | |
|---|---|---|---|---|---|---|
| 6 | Valve disc assembly | | | | 1,414 | 00 |
| 10 | Breakable Couplers | | | | 1,470 | 00 |
| 6 | Valve disc inserts | | | | 701 | 10 |
| | | | | | 278 | 00 |
| | | | | | | |
| | | | | | | |
| | fire hydrants | | | | 3863 | 10 |

No Charge to Be Made for Boxing or Cartage.

By Bill Graff

VILLAGE OF CRESTWOOD

13380

Southwest Metal Distributors

6/26/13

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|---|---|---|---|---|---|---|
| 6/26/13 | Bill | 105 | 3,863.10 | 3,863.10 | | 3,863.10 |
| | | | | | Check Amount | 3,863.10 |

Check was cut & cashed before I realized that tax was charged. (278.00). Per Bill Graffeo there are more repair parts on order and Southwest Metal Distributors will credit the Village of Crestwood $278.00 on the next invoice.

Checking mw

3,863.10

Attachment 13

page 9 of 14

**SOUTHWEST METAL DISTRIBUTORS**
**1029 RENOIR STREET**
**PORT CHARLOTTE, FL 33950**

# Invoice

| DATE | INVOICE # |
|---|---|
| 5/21/2013 | 105 |

| BILL TO |
|---|
| Village of Crestwood<br>13840 S. Cicero Ave.<br>Crestwood, Illinois 60445<br>Attn.: Bill Graffeo |

| DUE DATE | P.O. NUMBER |
|---|---|
| 6/21/2013 | ---------- |

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| Crestwood | Valve disc assembly | 6 | | 1,414.00 |
| | Breakable couplers | 10 | 147.00 | 1,470.00 |
| | Valve Disc Inserts | 6 | 116.85 | 701.10 |
| | Tax 7.25% | | | 278.00 |

OK

Attachment 13
page 10 of 14

Fire Hydrants

Please remit payment to:
Southwest Metal Distributors
1029 Renoir Street
Port Charlotte, FL 33950

| | |
|---|---|
| Subtotal | 3,863.10 |
| 7.25% Tax | |
| **Total** | 3,863.10 |

First Midwest Bank

13378

70-160/719
30616

VILLAGE OF CRESTWOOD 09-79
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

6/15/13

PAY TO THE ORDER OF CallOne

$ **383.00

Three Hundred Eighty-Three and 00/100**********

DOLLARS

CallOne
P.O Box 1183
Bedford Park, IL
60499-1183

MEMO
6/15/13 to 7/14/13

AUTHORIZED SIGNATURE

⑈013378⑈ ⑆071901604⑆ 000100008 2⑈

First Midwest Bank

13379

70-160/719
30616

VILLAGE OF CRESTWOOD 09-79
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

6/15/13

PAY TO THE ORDER OF CallOne

$ **26.21

Twenty-Six and 21/100**********

DOLLARS

CallOne
P.O Box 1183
Bedford Park, IL
60499-1183

MEMO
06/15/13 to 7/14/13

AUTHORIZED SIGNATURE

⑈013379⑈ ⑆071901604⑆ 000100008 2⑈

Attachment 13
page 11 of 14

First Midwest Bank

13380

70-160/719
30616

VILLAGE OF CRESTWOOD 09-79
WATER DEPARTMENT
13840 S CICERO AVE.
CRESTWOOD, IL 60445

6/26/13

PAY TO THE ORDER OF Southwest Metal Distributors

$ **3,863.10

Three Thousand Eight Hundred Sixty-Three and 10/100**********

DOLLARS

Southwest Metal Distributors
1029 Renoir Street
Port Charlotte, FL 33950

MEMO

AUTHORIZED SIGNATURE

⑈013380⑈ ⑆071901604⑆ 000100008 2⑈

FIRST MIDWEST BANK >071901604< 8100260338
CREDIT ACCOUNT OF NAMED PAYEE 20130625
0000000000000000 1183CALLONE 217783 001

FIRST MIDWEST BANK >071901604< 8100260338
CREDIT ACCOUNT OF NAMED PAYEE 20130625
0000000000000000 1183CALLONE 217783 001

Attachment 13
page 12 of 14

Seq: 9
Batch: 797301
Date: 06/26/13

Seq:00009 06/26/13
BAT:797301 CC:8850000527
WT:01 LTPS:Dallas CT
BC:Crestwood-Cal-Sag and Cicero BC IL2-247

[redacted] Deposit only
[redacted] The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

First Midwest Bank

13416

10-160/719
30616

**VILLAGE OF CRESTWOOD** 09-79
**WATER DEPARTMENT**
13840 S CICERO AVE.
CRESTWOOD, IL 60445

7/31/13

PAY TO THE ORDER OF Southwest Metal Distributors $ **2,827.00

Two Thousand Eight Hundred Twenty-Seven and 00/100********** DOLLARS

Southwest Metal Distributors
1029 Renoir Street
Port Charlotte, FL 33950

MEMO
PO#103514

AUTHORIZED SIGNATURE

Details on Back. Security Features Included.

⑈013416⑈ ⑆071901604⑆ 0001000082⑈

First Midwest Bank

13417

10-160/719
30616

**VILLAGE OF CRESTWOOD** 09-79
**WATER DEPARTMENT**
13840 S CICERO AVE.
CRESTWOOD, IL 60445

8/16/13

PAY TO THE ORDER OF Village of Crestwood P/R Act.#8100171342 $ **6,035.42

Six Thousand Thirty-Five and 42/100********** DOLLARS

Village of Crestwood P/R

MEMO
081613 Payroll

AUTHORIZED SIGNATURE

Details on Back. Security Features Included.

⑈013417⑈ ⑆071901604⑆ 0001000082⑈

Attachment 13
page 13 of 14

First Midwest Bank

13418

10-160/719
30616

**VILLAGE OF CRESTWOOD** 09-79
**WATER DEPARTMENT**
13840 S CICERO AVE.
CRESTWOOD, IL 60445

8/16/13

PAY TO THE ORDER OF Village of Crestwood P/R Act.#8100171342 $ **461.71

Four Hundred Sixty-One and 71/100********** DOLLARS

Village of Crestwood P/R

MEMO
Taxes 81613

AUTHORIZED SIGNATURE

Details on Back. Security Features Included.

⑈013418⑈ ⑆071901604⑆ 0001000082⑈

Seq: 87
Batch: 401775
Date: 08/01/13

[redacted]
Credited To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

Seq:00087 08/01/13
BAT:401775 CC:8850000527
WT:01 LTPS:Dallas CT
BC:Crestwood-Cal-Sag and Cicero BC IL2-247

PAY TO THE ORDER OF
FIRST MIDWEST BANK
FOR DEPOSIT ONLY
VILLAGE OF CRESTWOOD
PAYROLL ACCOUNT
8100171342

08/15/2013 306001004340810 >071901604<

For Deposit Only to Named Payee <071901604>

08/15/2013 306001004340810

Attachment 13
page 14 of 14

PAY TO THE ORDER OF
FIRST MIDWEST BANK
FOR DEPOSIT ONLY
VILLAGE OF CRESTWOOD
PAYROLL ACCOUNT
8100171342

08/15/2013 306001004340860 >071901604<

For Deposit Only to Named Payee <071901604>

08/15/2013 306001004340860

# THE VILLAGE OF CRESTWOOD
## Cook County, Illinois

ORDINANCE
NO. 2167

AN ORDINANCE AMENDING TITLE III OF THE CRESTWOOD VILLAGE CODE BY CREATING A NEW CHAPTER 38 ENTITLED CONFLICTS OF INTEREST AND IMPROPER INFLUENCE

Louis Presta, Mayor
Jeannette O'Donnell, Village Clerk

Anthony Benigno, Patricia T. Flynn, Daniel Jurka, Sr., Linda Madlener, William Pieroth and John Z. Toscas, Trustees

Published in pamphlet form by authority of the Mayor and Board &Trustees of the Village of Crestwood

**CRESTWOOD**
Cook County, Illinois
**ORDINANCE NO. 2167**

**AN ORDINANCE AMENDING TITLE III OF THE CRESTWOOD VILLAGE CODE BY CREATING A NEW CHAPTER 38 ENTITLED CONFLICTS OF INTEREST AND IMPROPER INFLUENCE**

**WHEREAS,** the Mayor and Board of Trustees of the Village of Crestwood, Illinois believe the citizens of the Village need to be assured that the public officials and employees exhibit the highest standards of ethical conduct.

**WHEREAS,** the Mayor and Board of Trustees of the Village of Crestwood recognize that the proper operation of a democratic government requires that public officials of the Village be independent, impartial, transparent in their conduct of public business and responsible to the Village and its residents in order to the serve and protect the public health, safety and welfare; and

**WHEREAS,** the Mayor and Board of Trustees desire to amend the Village Code to include a Code of Ethics to provide and prohibit conflicts of interest in the Village government; and

**WHEREAS,** The Mayor and Board of Trustees have determined that it is in the best interest of the Village and its residents to amend Title III, adding Chapter 38 of the Crestwood Village Code entitled "Conflicts of Interest and Improper Influence".

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Crestwood, Cook County, Illinois, as follows:

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** That Title III: Administration, Chapter 38 of the Crestwood Village Code is hereby amended by adding the following Chapter entitled, "Conflicts of Interest and Improper Influence," and said Chapter shall read as follows:

## CHAPTER 38: CONFLICTS OF INTEREST AND IMPROPER INFLUENCE

**§ 38.01 DEFINITIONS.** The following definitions shall apply for purposes of this Chapter:

***ADMINISTRATIVE ACTION.*** Any decision on, or any proposal, consideration, enactment or making of any rule, regulation, or any other official non-ministerial action or non-action by any Village department, Village commission, or by any official or employee of any Village department, or any matter which is within the official jurisdiction of the Village Services Director's Office.

***AGENCY.*** The corporate authorities of the Village of Crestwood, any committee or other subdivision thereof; any Village department or other administrative unit, commission, board, or other division of the government of the Village.

***COMPENSATION.*** Money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

***CONTRACT MANAGEMENT AUTHORITY.*** Personal involvement in, or direct supervisory responsibility for, the formulation or execution of a Village contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

***COVERED RELATIVE.*** The spouse or domestic partner of any official, candidate for Village office, or employee, or the immediate family, and relatives residing in the same residence with the official, candidate for Village office, or employee.

***DOING BUSINESS.*** Any one or any combination of sales, purchases, leases or contracts to, from, or with the Village or any Village Department in an amount in excess of $10,000.00 in any 12 consecutive months.

***EMPLOYEE.*** An individual employed by the Village, whether part-time or full- time, but excludes elected officials, the Village Services Director, Department Heads, and Village contractors.

***EXPENDITURE.*** A payment, distribution, loan, advance, deposit, or gift of money or anything of value.

***FINANCIAL INTEREST.*** An interest held by an official or employee that is valued or capable of valuation in monetary terms with a current value of more than $1,000.00, provided that such interest shall not include (1) the authorized compensation paid to an official or employee for any office or employment; or (2) a time or demand deposit in a financial institution; or (3) an endowment or insurance policy or annuity contract purchased from an insurance company; or (4) any ownership, through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or (5) any ownership, through purchase at fair market value or inheritance, of not more than $15,000.00 worth of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended. Such interest also shall not include any ownership by a current official or employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before November 1, 2012; or (6) a referral or finder's fee payment or promised understanding or agreement to receive such fee or payment.

***GIFT.*** Anything of value given without fair-market consideration.

***LEGISLATION.*** Any ordinance, resolution, amendment, nomination, report or any other matter pending or proposed before the Board of Trustees or a committee thereof, or any appointed Village Board, including any other matter which may be the subject of Board action.

***LEGISLATIVE ACTION.*** The introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or non-action on any ordinance, resolution, motion, order, appointment, application or other matter pending or proposed before the Village Board or any committee or subcommittee thereof.

***PERSON.*** Any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, whether or not operated for profit.

***PROFESSIONAL SERVICES.*** Services in any occupation requiring advanced or specialized education and training, including without limitation, law, accounting, insurance, real estate, engineering, medicine, architecture, dentistry, banking, finance, public relations, education or consulting.

***RELATIVE.*** A person who is related to an official, candidate for Village office, or employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister.

***SEEKING TO DO BUSINESS.*** (1) Taking any action within the past six months to obtain a contract or business from the Village when, if such action were successful, it would result in the person's doing business with the Village; and (2) The contract or business sought has not been awarded to any person.

***VILLAGE.*** The Village of Crestwood, Illinois.

***VILLAGE CONTRACTOR.*** Any person (including his or her agents or employees acting within the scope of their employment) who is paid from the general fund of the Village or any other special fund of the Village or pursuant to Village ordinance, for services to the Village regardless of the nature of the relationship of such individual to the Village for purposes other than this Chapter 38. "Village contractor" shall not include officials and employees.

***VILLAGE OFFICIAL.*** Any elected official in the Village of Crestwood, the Village Services Director, any person appointed to a Village Commission, Committee or Board, and all Department Heads.

***VILLAGE PROPERTY.*** Any building or portion thereof owned or exclusively leased by the Village. "Village property" does not, however, include any portion of a building that is rented or leased from the Village by a private person or entity.

## § 38.02 FIDUCIARY DUTY.

Village officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the Village.

## § 38.03 IMPROPER INFLUENCE.

(A) No Village official or employee shall make, participate in making or in any way attempt to use his or her position to influence any Village governmental decision or action in which he or she knows or has reason to know that he or she has any financial interest distinguishable from its effect on the public generally, or from which he or she has derived any income or compensation during the preceding 12 months, or from which he or she reasonably expects to derive any income or compensation in the following 12 months.

(B) No Village official, or any person acting at the direction of such Village official, shall contact, either orally or in writing, any other Village official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he or she has derived any income or compensation during the preceding 12 months, or from whom or which he or she reasonably expects to derive any income or compensation in the following 12 months. In addition, no elected official may participate in any discussion in any Village committee hearing or meeting, or in any Village Board meeting, or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he or she has derived any income or compensation during the preceding 12 months, or from whom or which he reasonably expects to derive any income or compensation in the following 12 months.

## §38.04 VILLAGE-OWNED PROPERTY.

No Village official or employee shall engage in or permit the unauthorized use of Village-owned property.

## §38.05 USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION.

No current or former Village officials or employees shall use or disclose, other than in the performance of his or her official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his or her position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

## §38.06 CONFLICTS OF INTEREST; APPEARANCE OF IMPROPRIETY.

(A) No Village official or employee shall make or participate in the making of any governmental decision with respect to any matter in which he or she has any financial interest

distinguishable from that of the general public, or from which he or she has derived any income or compensation during the preceding 12 months or from which he or she reasonably expects to derive any income or compensation in the following 12 months.

(B) (1) Any elected or appointed official who has any financial interest distinguishable from that of the general public or all trustees in any matter pending before the Village Board or any Board Committee, or from which he or she has derived any income or compensation during the preceding 12 months, or from which he reasonably expects to derive any income or compensation in the following 12 months shall publicly disclose the nature and extent of such interest on the records of proceedings of the Village Board, and shall also notify the Village Clerk of such interest within 96 hours of delivery by the Village Clerk to the member, of the introduction of any ordinance, resolution, order or other matter to be considered by the Village Board, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The Village Clerk shall make such disclosures available for public inspection and copying immediately upon receipt. He or she shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the Village Board is or should be aware of such potential conflict.

(2) To avoid even an appearance of impropriety, any member of the Village Board who has any business relationship that creates a financial interest on the part of such member, or the domestic partner or spouse of such member with a person or entity with a matter pending before the Village Board or any Village Committee or Commission, or from whom or which he or she has derived any income or compensation during the preceding 12 months, or from whom or which he or she reasonably expects to derive any income or compensation in the following 12 months, shall publicly disclose the nature of such business relationship or income or compensation on the records of proceedings of the Village Board, and shall also notify the Village Clerk of such relationship within 96 hours of delivery by the Village Clerk to the member, of the introduction of any ordinance, resolution, order or other matter before the Village Board, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The Village Clerk shall make such disclosures available for public inspection and copying immediately upon receipt. He or she shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the Village Board is or should be aware of such potential conflict. For purposes of this subsection (2) only, "matter pending before the Village Board or any Council Committee" shall refer to any action involving the award of loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, or the creation of tax increment financing districts.

(3) No Village Officer or Official shall participate in any deliberations pertaining to any case, matter, controversy or litigation in which they have a present or future financial interest.

**§38.07 REPRESENTATION OF OTHER PERSONS.**

(A) No Village official or employee may represent, or derive any income or compensation from the representation of, any person other than the Village in any formal or

informal proceeding or transaction before any Village Commission or Board in which the Commission's or Board's action or non-action is of a non-ministerial nature; provided that nothing in this subsection shall preclude any employee from performing the duties of his or her employment, or any Village official from appearing without compensation before any Village Commission or Board on behalf of the residents of Crestwood in the course of his or her duties as a Village Official.

(B) No Village official or employee may derive any income, fee or compensation from the representation of any person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the Village is a party and that person's interest is adverse to that of the Village.

**§38.08 POST-EMPLOYMENT RESTRICTIONS ON ASSISTANCE AND REPRESENTATION.**

(A) No former Village official or employee shall assist or represent any person other than the Village in any judicial or administrative proceeding involving the Village if the official or employee participated personally and substantially in the proceeding during his or her term of office or employment.

(B) No former Village official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the Village if the official or employee participated personally and substantially in the subject matter of the transaction during his or her term of office or employment; provided, that if the official or employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

(C) Nothing in this section shall be construed to restrict a former Village official's or employee's activities on behalf of, and while employed by, another government agency.

**§38.09 INTEREST IN VILLAGE BUSINESS.**

(A) No Village official or employee shall have a financial interest in his or her own name or in the name of any other person in any contract, work or business of the Village, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the Village, or is authorized by ordinance; provided, however, for purposes of this subsection, any of the following shall not constitute a financial interest in any contract, work or business of the Village:

(1) ownership of less than one percent (1%) of the outstanding common stock in any entity or its parent, subsidiary or affiliate, regardless of the value of dividends paid or accrued on such stock, and such stock is registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;

(2) compensation for property taken pursuant to the Village's eminent domain power; and

(3) any interest of a relative which interest is related to or derived from the relative's independent occupation, business or profession.

(B) Notwithstanding anything to the contrary in this section, no Village official or employee who has contract management authority over any contract, work or business of the Village shall have a financial interest in any entity which is a contractor, subcontractor, or otherwise a party to that contract, work or business. Unless sold pursuant to a process of competitive bidding following public notice, no Village official or employee shall have a financial interest in the purchase of any property that: (i) belongs to the Village, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the Village.

**§38.10 CONTRACT INDUCEMENTS.**

(A) No payment, gratuity or offer of employment shall be made in connection with any Village contract, by or on behalf of a subcontractor to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(B) No Village official or employee shall exercise contract management authority where any relative or the domestic partner of the official or employee is employed by or has contracts with persons doing Village work over which the Village official or employee has or exercises contract management authority.

(C) No Village official or employee shall use or permit the use of his or her position to assist any relative, or his or her domestic partner, in securing employment or contracts with persons over whom the employee or official exercises contract management authority. The employment of or contracting with a relative or domestic partner of such a Village official or employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a Village contract shall be evidence that said employment or contract was obtained in violation of this chapter.

**§38.11. INVALID ACTIONS.**

All Village contracts shall include a provision requiring compliance with this chapter. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the Village. Any permit, license, ruling, determination or other official action of a Village department or Commission applied for or in any other manner sought, obtained or undertaken in violation of any of the provisions of this chapter shall be invalid and without any force or effect whatsoever.

**SECTION 3:** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this ordinance shall be and is hereby repealed to the extent of such conflict.

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

PASSED THIS 19th day of June, 2014.

AYES: Trustees Flynn, Toscas, Jurka, Benigno, Pieroth, Madlener

NAYS: -0-

ABSENT: -0-

APPROVED THIS 19th day of June, 2014.

LOUIS PRESTA, MAYOR

ATTEST:

JEANNETTE O'DONNELL, VILLAGE CLERK

STATE OF ILLINOIS )
) ss
COUNTY OF COOK )

**CERTIFICATE**

I, JEANNETTE O'DONNELL, Village Clerk of the Village of Crestwood, County of Cook and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2167 "AN ORDINANCE AMENDING TITLE III OF THE CRESTWOOD VILLAGE CODE BY CREATING A NEW CHAPTER 38 ENTITLED CONFLICTS OF INTEREST AND IMPROPER INFLUENCE," which was adopted by the Mayor and Board of Trustees of the Village of Crestwood on June 19, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Crestwood this 23rd day of June, 2014.

VILLAGE OF CRESTWOOD
CORPORATE
SEAL
ILLINOIS

Jeannette O'Donnell
JEANNETTE O'DONNELL, Village Clerk

Your search found 1 receipts totaling $500.00

**Download This List** **Bookmark the Current Results** **Print This List**

| Contributed By | Amount | Received By | Description | Vendor Name | Vendor Address |
|---|---|---|---|---|---|
| AT THE OFFICE INC<br>4901 CAL SAG ROAD<br><br>CHICAGO, IL 60445 | $500.00<br>6/18/2014 | Individual Contribution<br>**Citizens for Presta** | | | |

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JESSE WHITE
SECRETARY OF STATE

# CORPORATION FILE DETAIL REPORT

| | | | |
|---|---|---|---|
| **Entity Name** | AT THE OFFICE, INC. | **File Number** | 67662962 |
| **Status** | DISSOLVED | | |
| **Entity Type** | CORPORATION | **Type of Corp** | DOMESTIC BCA |
| **Incorporation Date (Domestic)** | 11/22/2010 | **State** | ILLINOIS |
| **Agent Name** | JOHN R. HAYES | **Agent Change Date** | 11/22/2010 |
| **Agent Street Address** | 11801 SOUTHWEST HWY STE 5S | **President Name & Address** | JAMES MARCANIO 5843 MIDLOTHIAN TPK MIDLOTHIAN 60445 |
| **Agent City** | PALOS HEIGHTS | **Secretary Name & Address** | INVOLUNTARY DISSOLUTION 04 11 14 |
| **Agent Zip** | 60463 | **Duration Date** | PERPETUAL |
| **Annual Report Filing Date** | 00/00/0000 | **For Year** | 2013 |

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