

BOARD OF TRUSTEES MEETING
TUESDAY, NOVEMBER 5, 2013
7:30 P.M.
AGENDA NO. 2013-11-01

AMENDED

CALL TO ORDER BY *Mayor Durkin*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Ernestine Dobbins*

PRESENTATION OF MINUTES OF BOARD MEETING OCTOBER 15, 2013
PRESENTATION OF MINUTES OF SPECIAL BOARD MEETING OCTOBER 26, 2013

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of \$198,177.64, Motor Fuel Tax Fund \$29,740.48, Sewer & Water Fund \$163,963.47, 2010 Project Fund BAB \$468,323.47, TIF Industrial Park \$1,706.25, TIF Holbrook Road \$133,759.05, Glenwoodie Golf Course \$51,475.50. Total \$1,047,145.86.
2. Payroll as of the date October 18, 2013, Glenwoodie in the amount of \$8,979.00 and Corporate in the amount of \$133,456.25
3. Payroll as of the date November 1, 2013, Glenwoodie in the amount of \$24,434.34 and Corporate in the amount of \$148,478.51

OPEN TO PUBLIC (regarding items on the agenda this evening)

COMMUNICATIONS

MAYOR'S OFFICE:

1. Presentation
2. Approval of a Redevelopment Agreement between Village of Glenwood and West Side Transport
3. **Approval to delegate the Village Administrator as the Village of Glenwood's Representative for the I-394 and Illinois Route Corridor Study**

ATTORNEY'S REPORT *John Donahue*

1. Approval of a Resolution approving: (1) an amended contract for the purchase of the real estate known as 537 W. 195th Street (PINs: 32-09-102-004-0000 and 32-09-102-005-0000; (2) the Village's closing upon and taking title to said property; (3) the funding of the Village's purchase with Tax Increment Funds; (4) the approval of a Contract to improve and transfer the same property to the Tuffli Family Foundation and (5) the Village's closing upon the transfer to the Tuffli family Foundation
2. Approval of a Resolution authorizing the transfer of funds from the Enterprise Fund to the Corporate Fund
3. Approval of an Ordinance amending Division 1 of Article 1.5 of Chapter 2 of the Village of Glenwood's Code of Ordinances
4. Approval of Contract from Cachey Builders, Inc. for work to be done on the former Argo Gymnastics & Chicagoland Paintball Building contingent upon Village acquiring Title
5. Approval of a Lease for property at 473 Glenwoodie Drive, Glenwood, IL

VILLAGE ADMINISTRATOR *Donna Gayden*

1. Approval of the new proposed Property/Casualty, Workers Compensation Insurance Rates of \$416,680 from Marks & Company for the period of December 1, 2013 thru December 1, 2014
2. Approval of Request for Executive Closed Session under Section 2(c)(1) Personnel, Section 2(c)5 Real Estate and Section 2(c) 11 Litigation with action to be taken and reason to reconvene

ENGINEER'S REPORT *David Shilling*

1. Approval to authorize Robinson Engineering to prepare plans and specifications extending the scope of work southeast along Glenwood Avenue to School Street. (Original Glenwood Relief Storm Sewer). Engineering fees will be standard rates not to exceed \$30,000
2. Approval to authorize Robinson Engineering to proceed with the Phase I design study of Intersection Improvement at 187th Street and Halsted Street IDOT has approved \$125,000 total cost with SSMMA providing the federal 80% share of \$100,000 and the Village responsible for the local 20% share of \$25,000

DEPARTMENT REPORTS:

- A. Finance *Linda Brunette*
1. Approval to accept the recommendation from the Finance Committee to change banks
2. Report
- B. Police *Chief Demitrous Cook*
Report
- C. Fire *Chief Kevin Welsh*
Report
- D. Public Works *Patrick McAneney*
1. Hickory Glen Park Update
2. Report
- E. Building *Chief Kevin Welsh*
Report
- F. Glenwoodie *Eric Swanson/Tim Donohoe*
1. Tree Purchase Update
2. Report
- G. Senior Programs/Park Programs *JoAnne Alexander*
Report

NEW BUSINESS

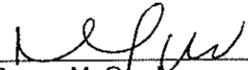
OLD BUSINESS

1. Approval to rescind the Wendy's Redevelopment Agreement
2. Approval of Travel and Business related Expenses
3. Approval of Purchasing Policy

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,



Donna M. Gayden
Village Administrator

Posted and distributed 11/04/13

MINUTES OF THE REGULAR BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS
HELD AT THE MUNICIPAL BUILDING ON TUESDAY, OCTOBER 15, 2013

The October 15, 2013 Regular Board Meeting was called to order at 7:42 PM by Mayor Kerry Durkin who led the audience in the Pledge of Allegiance.

UPON ROLL CALL: by the Village Clerk Ernestine Dobbins, the following Trustees responded: Gardiner, Hopkins, Nielsen, Plott, Styles.

ALSO IN ATTENDANCE: Donna Gayden, Village Administrator; Kevin Welsh, Fire Chief; Patrick McAneney, Public Works; David Shilling, Village Engineer; JoAnne Alexander, Senior/Park Programs; Demitrous Cook, Police Chief; Linda Brunette, Finance Director; John Donahue, Village Attorney.

PRESENTATION OF MINUTES: Motion to approve the October, 1, 2013 Regular Board Meeting Minutes.

Trustee Hopkins: Moved; **Second by Trustee Plott** to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

TREASURER'S REPORT: Motion to approve the Bills Payable as presented by Finance Director, Linda Brunette.

Trustee Styles: Moved; **Second by Trustee Gardiner** to accept the Motion as presented.

Corporate: \$211,272.38; **Sewer & Water Fund:** \$177,326.41; **IEPA Loan Account:** \$9,425.00; **2010 Project Fund BAB:** \$25,716.25; **TIF Industrial Park:** \$6,156.25; **TIF Main Street:** \$6,232.50; **TIF Holbrook Road:** \$341.25; **Glenwoodie Golf Course:** \$42,173.00; **Youth Sports Program:** \$400.00.

Total All Funds: \$479,043.03

Discussion: No discussion.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

PAYROLL:

Motion to approve Payroll as of October 4, 2013 as presented by Linda Brunette, Finance Director. Glenwoodie Golf Course in the Amount of \$29,911.80; Corporate in the amount of \$160,823.99

Trustee Nielsen: Moved; Second by Trustee Styles to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

OPEN TO PUBLIC:

No one approached the Board regarding items on the agenda.

**COMMUNICATIONS
MAYOR'S OFFICE:**

1) The Mayor announced that there are park opportunities for the Village and identified the land that will be used; the Mayor stated that a committee of citizens is being developed and that it will be 7-10 years before the completion of the project.

2) The Mayor announced future plans for range for target shooting that would be used by law enforcement officers as well as the residents of the Village; Trustee Nielsen expressed concern for the golfers; the Mayor stated that he wants to move forward and at a later date there will be opportunity to express concerns, questions and discussion.

ATTORNEY'S REPORT:

1) Approval to authorize the Village's Insurance Defense Council the discretion to expend the Village's deductible in the Settlement of pending litigation as discussed in the 10/15/13 Executive Closed Session.

Trustee Styles: Moved; Second by Trustee Plott to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

2) Approval of Redevelopment Agreement between the Village of Glenwood and Glenwood Oaks Restaurant.

Trustee Hopkins: Moved; **Second by Trustee Styles** to accept the Motion as presented.

Discussion: The Village Attorney summarized the contents of the Redevelopment Agreement.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

3) Approval of Redevelopment Agreement between the Village of Glenwood and Landauer, Inc.

Trustee Plott: Moved; **Second by Trustee Gardiner** to accept the Motion as presented.

Discussion: The Village Attorney explained the difference in this Agreement with other Redevelopment Agreements and he also summarized the contents of the Agreement.

Upon Roll Call: Ayes; 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

VILLAGE ADMINISTRATOR: Approval to hire a part-time Community liaison.

Trustee Hopkins: Moved; **Second by Trustee Plott** to accept the Motion as presented.

Discussion: The Mayor asked if the position had been posted in the lobby of the Village Hall and stated that there must be a standard process used in posting all items; The Village Administrator stated that the position has already been advertised; Trustee Plott asked about the weekly and monthly pay and the number of weekly hours to be worked.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

ENGINEER'S REPORT: No Report

FINANCE: No Report

POLICE: Chief Cook reported that the police vehicle has been purchased with a savings of \$6,000.00; \$15,000.00 is to be deposited from the Justice Department and also outlined applications that have been filed to receive other dollars for the Department.

FIRE: Chief Welsh announced that the Annual Pancake Breakfast will be held Sunday, October 20th at Fire Station #2.

PUBLIC WORKS: Public Works Director Patrick McAneney provided an update on the Hickory Glen Park Project: Playground equipment has been installed, Ash tree removal, asphalt preparation, working on fencing and stated that project is on target with completion date.

BUILDING: 1) Swearing-in of Michael Lucia as full-time Fire/Building Inspector by Village Clerk.
2) Chief Welsh gave an update on the work of the Department.

GLENWOODIE: The new trees are being installed.

SENIOR/PARK PROGRAMS: JoAnne Alexander announced that the Illinois Secretary of State Mobile Unit will be here on Friday, October 18th (10:00 AM – 2:00 PM) and the Senior Luncheon will also be held on October 18th.

NEW BUSINESS: The Mayor stated that Approval to Resend the Wendy's Redevelopment Agreement be placed on the agenda for the next Regular Board Meeting.

OLD BUSINESS: **Approval of an Intergovernmental Agreement with Brookwood School District 167.**

Trustee Plott: Moved; **Second by Trustee Hopkins** to accept the Motion as presented.

Discussion: Trustee Gardiner asked if all details have been worked out and the Mayor stated yes and they all in the Agreement.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

OPEN TO PUBLIC: No one approached the Board.

MOTION TO ADJOURN: **Motion to adjourn the October 15, 2013 Regular Board Meeting.**

Trustee Nielsen: Moved; **Second by Trustee Plott** to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 5 Naes: 0 Recues: 0 Absent: 1 Abstain: 0

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

ADJOURNMENT: The October 15, 2013 Regular Board Meeting was adjourned at 8:10 PM.

MINUTES OF THE SPECIAL BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS
HELD AT THE MUNICIPAL BUILDING ON SATURDAY, OCTOBER 26, 2013

The October 26, 2013 Special Board Meeting was called to order at 12.41 PM by Mayor Kerry Durkin who led the audience in the Pledge of Allegiance.

UPON ROLL CALL: by the Village Clerk Ernestine Dobbins, the following Trustees responded: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles.

ALSO IN ATTENDANCE: John Donahue, Village Attorney; Sandra Chandler, Human Resource.

OPEN TO PUBLIC: No one approached the Board regarding agenda items.

**COMMUNICATIONS
MAYOR'S OFFICE:**

1) **Approval of Request for Executive Closed Session under Section 2(c)(1) Personnel with action to be taken and reason to reconvene.**

Trustee Plott: Moved; **Second by Trustee Styles** to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0
Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes:

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2) Adjourned into Executive Closed Session at 12:42 PM.

**RECONVENE FROM
EXECUTIVE CLOSED SESSION:**

1) **Motion to reconvene from Executive Closed at 1:28 PM.**

Trustee Campbell: Moved; **Second by Trustee Styles** to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0
Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2) Approval to adopt the changes to the Village Ordinance relating to the responsibilities of the Village Administrator as discussed in Executive Closed Session on October 26, 2013.

Trustee Plott: Moved; Second by Trustee Styles to accept the Motion as presented.

Discussion: The Village Attorney stated that the changes that were discussed in Executive Closed Session will be included in the draft which will be presented upon completion.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

OPEN TO PUBLIC:

No one approached the Board regarding any items.

MOTION TO ADJOURN:

Motion to adjourn the October 26, 2013 Special Board Meeting .

Trustee Styles: Moved; Second by Trustee Nielsen to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ADJOURNMENT:

The October 26, 2013 Special Board Meeting adjourned at
1:30 PM.

Ernestine T. Dobbins, Village Clerk

Report Selection:

RUN GROUP... 110513 COMMENT... BOARD MEETING 11/05/2013

DATA-JE-ID DATA COMMENT

D-11052013-636 BOARD MEETING 11/05/2013
M-11052013-642 BOARD MEETING 11/05/2013

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP
L		01		P8	N	S	6	066	10		

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
BALANCE SHEET	.....				
AMERICAN UNITED LIFE INS 00005011-0061-002	794.22	VOLUNTARY EMPLOYEE DED P	01.000.2119	1239060		636 00117
DELTA DENTAL PLAN OF ILL NOVEMBER 2013	1,987.35	VOLUNTARY EMPLOYEE DED P	01.000.2119	573234		636 00095
NOVEMBER 2013	185.92	VOLUNTARY EMPLOYEE DED P	01.000.2119	573235		636 00097
NOVEMBER 2013	39.06	VOLUNTARY EMPLOYEE DED P	01.000.2119	573236		636 00096
NOVEMBER 2013	2,212.33	*VENDOR TOTAL				
METROPOLITAN ALLIANCE OCTOBER 2013 UNION DUES	726.00	VOLUNTARY EMPLOYEE DED P	01.000.2119	10/22/13		636 00174
MR. TYRONE THOMPSON REF 46 N STATE ST	2,000.00	BUILDING REPAIR ESCROW	01.000.2132	10/25/13		636 00307
SRP SUB LLC REF 423 PARK DRIVE	2,000.00	BUILDING REPAIR ESCROW	01.000.2132	10/22/13		636 00254
	7,732.55	.....			

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
OTHER INCOME	.....				
BIANCA HAMPTON REF HICKORY GLEN PARK	100.00	FACILITY RENT	01.089.8740	10/21/13		636 00109
BLANCA AGUIRRE REF HICKORY GLEN PARK	100.00	FACILITY RENT	01.089.8740	10/14/13		636 00001
RENEE ROGERS REF CANCEL HICKORY GLEN	175.00	FACILITY RENT	01.089.8740	10/25/13		636 00251
ROBERT ODEN REF ARQUILLA PARK	100.00	FACILITY RENT	01.089.8740	10/21/13		636 00111
	475.00	.....			

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....				
AM AUDIT UTILITY AUDIT	615.99	UTILITY CONSULTING	01.100.9178	1067		636 00196
AMERICAN UNITED LIFE INS 00005011-0061-001	52.00	GROUP INSURANCE AND HOSP	01.100.9160	1239059		636 00120
00005011-0061-003	145.92	GROUP INSURANCE AND HOSP	01.100.9160	1239061		636 00129
	197.92	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD NOVEMBER 2013	2,903.68	GROUP INSURANCE AND HOSP	01.100.9160	10/17/2013		636 00140
CALL ONE OCTOBER 2013	133.13	TELEPHONE	01.100.9120	10/15/13		636 00092
CLERKS OFFICE-PETTY CASH PARKING	25.00	TRAVEL LODGING MEALS - M	01.100.9182	10/08/13		636 00208
MISC	20.14	MISCELLANEOUS	01.100.9891	10/29/13		636 00301
	45.14	*VENDOR TOTAL				
COMCAST 8771 40 050 0038247	85.75	COMPUTER-PROGRAMS & EQUI	01.100.9634	10/09/13		636 00152
DIVERSITY INC 18TH ANNUAL DINNER	210.00	TRAVEL LODGING MEALS - M	01.100.9182	2013-0013		636 00231
GARDINER KOCH WEISBERG & PROFESSIONAL SERVICES	12,440.00	LEGAL SERVICES	01.100.9151	95393		636 00165
GLENWOODIE GOLF CLUB DELIVERY 10/15/2013	110.00	TRAVEL LODGING MEALS - M	01.100.9182	10/16/13		636 00235
HEARTLAND AUTOMOTIVE SER 2012 FORD EXPLORER	132.45	REPAIR & MAINTENANCE-VEH	01.100.9420	3038685		636 00098
HINCKLEY SPRINGS WATER	28.33	TRAVEL LODGING MEALS - M	01.100.9182	101013		636 00166
HOMWOOD DISPOSAL SERVIC SEPTEMBER 2013	43,015.35	HOMWOOD DISPOSAL	01.100.9888	4491085		636 00170
ILLINOIS FIRE & POLICE 2013 FALL SEMINAR	465.00	POLICE AND FIRE COMMISSI	01.100.9189	10/28/13		636 00303
LANER MUCHIN OCTOBER 2013 RETAINER	2,500.00	LEGAL SERVICES	01.100.9151	429269		636 00136

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....				
MUNICIPAL CLERKS 2013 - 2014 MEMBERSHIP	20.00	DUES SUBSCRIPT. MEMBERSH	01.100.9140	09/30/13		636 00222
PITNEY BOWES LEASE#1975549	292.60	POSTAGE	01.100.9114	1975549-OT13		636 00176
PITNEY BOWES PURCHASE PO POSTAGE	1,444.92	POSTAGE	01.100.9114	10/21/13		636 00309
PROVEN BUSINESS SYSTEMS TOSHIBA STAPLES	80.00	COPIER SUPPLIES AND MAIN	01.100.9113	165629		636 00054
TOSHIBA 4540C	759.67	COPIER SUPPLIES AND MAIN	01.100.9113	166922		636 00250
	839.67	*VENDOR TOTAL				
RAY OF ILLINOIS ANNUAL DINNER	300.00	TRAVEL LODGING MEALS - M	01.100.9182	10/29/13		636 00296
ROBINSON ENGINEERING,LTD GGC PROP/BAILEY PROP	1,150.00	ENGINEER SERVICES	01.100.9685	13100045		636 00178
ROSENTHAL, MURPHEY LEGAL SERVICES	10,485.42	LEGAL SERVICES	01.100.9151	10/22/13		636 00253
SCHOOL DISTRICT 206 ANNUAL DINNER	225.00	TRAVEL LODGING MEALS - M	01.100.9182	10/29/13		636 00297
ST. KIERAN 2013 DONATION	500.00	DONATIONS/MEMORIALS	01.100.9187	10/14/13		636 00057
SYNAPSE TECHNOLOGY GROUP JUNE 2013 WEB HOSTING	90.00	WEB SITE EXPENSE	01.100.9355	6910		636 00181
IT MONTHLY 10/01/13	1,110.00	COMPUTER-PROGRAMS & EQUI	01.100.9634	7165		636 00182
WEB HOSTING 10/01/13	90.00	WEB SITE EXPENSE	01.100.9355	7166		636 00183
	1,290.00	*VENDOR TOTAL				
T & T BUSINESS SYSTEMS I IR3235I	136.35	COPIER SUPPLIES AND MAIN	01.100.9113	73702		636 00058
TROPHIES & AWARDS PLUS, PLAQUE	42.00	OFFICE SUPPLIES	01.100.9111	4334		636 00185
TWIST OFFICE PRODUCTS OFFICE SUPPLIES	122.45	OFFICE SUPPLIES	01.100.9111	660618-0		636 00116

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....				
VERIZON WIRELESS 387115072-00001	342.09	TELEPHONE	01.100.9120	9713202709		636 00200
WAL MART COMMUNITY/GECRB SUPPLIES	28.44	TRAVEL LODGING MEALS - M	01.100.9182	10/22/13		636 00300
WALTON OFFICE SUPPLY OFFICE SUPPLIES	24.21	OFFICE SUPPLIES	01.100.9111	278361-0		636 00104
	80,125.89	.....			

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....				
AIRGAS NORTH CENTRAL , I REFILLS	19.70	PURCHASE-GENERAL TOOLS/E	01.300.9550	9913209971		636 00002
AL WARREN OIL COMPANY, I FUEL	1,542.00	GAS AND OIL	01.300.9210	10/24/13		636 00228
ALEXANDER EQUIPMENT CO EQUIPMENT & PARTS	1,365.85	PURCHASE-GENERAL TOOLS/E	01.300.9550	97094		636 00149
AMERICAN UNITED LIFE INS 00005011-0061-001	67.50	GROUP INSURANCE AND HOSP	01.300.9160	1239059		636 00121
00005011-0061-003	168.31	GROUP INSURANCE AND HOSP	01.300.9160	1239061		636 00130
	235.81	*VENDOR TOTAL				
ARROW UNIFORM RENTAL SEPTEMBER 2013	252.84	REPAIR/MAINT MUNICIPAL B	01.300.9430	09/30/13		636 00003
ASHLAND PROPANE, INC. PROPANE	45.00	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	11621-00016		636 00322
BEVERLY CONSTRUCTION SERVICE BLAKEY CENTER	700.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	10-14-13		636 00026
BLUE CROSS BLUE SHIELD NOVEMBER 2013	9,817.69	GROUP INSURANCE AND HOSP	01.300.9160	10/17/2013		636 00143
CALL ONE OCTOBER 2013	170.57	TELEPHONE	01.300.9120	10/15/13		636 00091
CLERKS OFFICE-PETTY CASH DIRECTORS MEETING	16.00	TRAVEL LODGING MEALS - M	01.300.9182	10/03/13		636 00209
COM ED 2049042008	89.82	ENERGY STREET LIGHTING	01.300.9221	10/17/13		636 00157
1924139007	18.52	ENERGY STREET LIGHTING	01.300.9221	10/17/13		636 00158
	108.34	*VENDOR TOTAL				
COOK COUNTY TREASURER MAIN & YOUNG ST	1,050.76	REPAIR/MAINT TRAFFIC SIG	01.300.9424	2013-3		636 00033
DISCOUNT FENCE CO INC. 206 GAY CT	1,295.00	MAINT - MUNICIPAL GROUND	01.300.9441	196151		636 00010
EXPERT CHEMICAL & SUPPLY SUPPLIES	244.05	CLEANING SUPPLIES	01.300.9115	825728		636 00107

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....				
G.W. BERKHEIMER CO INC PARTS & EQUIPMENT	280.56	HVAC MAINTENANCE	01.300.9614	122621		636 00012
GALLAGHER MATERIAL CORP N50 SURFACE	316.25	STREETS SIDEWALKS & ROAD	01.300.9460	630152MB		636 00108
HELSEL-JEPPERSON LIGHT BULBS	201.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	658535		636 00110
HINCKLEY SPRINGS WATER	42.00	TRAVEL LODGING MEALS - M	01.300.9182	101013		636 00169
KEITH'S POWER EQUIPMENT, PARTS	52.30	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	10514		636 00017
PARTS	7.72	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	2681		636 00018
	60.02	*VENDOR TOTAL				
MENARDS VEHICLE MAINT SUPPLIES	39.33	REPAIR & MAINTENANCE-VEH	01.300.9420	28381		636 00028
EQUIPMENT	16.98	HVAC MAINTENANCE	01.300.9614	28523		636 00173
	56.31	*VENDOR TOTAL				
MERTS HVAC REPAIR VILLAGE HALL	1,822.54	HVAC MAINTENANCE	01.300.9614	071141A		636 00043
MONARCH AUTO SUPPLY INC. PART	4.96	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	6981-225726		636 00021
VEHICLE MAINT PARTS	213.96	REPAIR & MAINTENANCE-VEH	01.300.9420	6981-226262		636 00044
	218.92	*VENDOR TOTAL				
MONROE TRUCK EQUIPMENT, MUFLAPS	88.32	REPAIR & MAINTENANCE-VEH	01.300.9420	299069		636 00047
PCS INDUSTRIES SUPPLIES	267.00	CLEANING SUPPLIES	01.300.9115	142993		636 00218
PIRTEK SOUTH HOLLAND EQUIPMENT & PARTS	199.95	REPAIR & MAINTENANCE-VEH	01.300.9420	S1829070.001		636 00329
ROEDA SIGNS & SCREEN TEC ARQUILLA PK HOMEOWNERS	26.50	MAINT - MUNICIPAL GROUND	01.300.9441	110354		636 00113
ROSE PEST SOLUTIONS PW GARAGE	103.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	1448897		636 00252

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....				
WRIGHT CONCRETE RECYCLIN						
DIRT	280.00	MAINT - MUNICIPAL GROUND	01.300.9441	13432		636 00060
DIRT	840.00	MAINT - MUNICIPAL GROUND	01.300.9441	13493		636 00190
DIRT	1,120.00	*VENDOR TOTAL				
	21,665.98	.....			

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PARKS	.....				
COM ED						
1629813011	36.33	UTILITIES	01.400.9180	10/17/13		636 00156
1044645008	71.51	UTILITIES	01.400.9180	10/18/13		636 00154
1044646005	25.24	UTILITIES	01.400.9180	10/18/13		636 00155
	133.08	*VENDOR TOTAL				
NICOR GAS						
031226100 3	42.85	UTILITIES	01.400.9180	10/25/13		636 00326
3412261000 8	26.08	UTILITIES	01.400.9180	10/25/13		636 00327
	68.93	*VENDOR TOTAL				
OFFICE MAX INCORPORATED OFFICE SUPPLIES	399.96	REPAIR/MAINT MUNICIPAL B	01.400.9430	722110		636 00246
ORIENTAL TRADING CO., IN HALLOWEEN 2013	189.71	HALLOWEEN/HAYRIDE EXPENS	01.400.9284	659577883-01		636 00051
HALLOWEEN 2013	4.00	HALLOWEEN/HAYRIDE EXPENS	01.400.9284	659577883-02		636 00050
	193.71	*VENDOR TOTAL				
PORTABLE JOHN, INC. BROOKWOOD SCHOOL	230.51	MAINT - MUNICIPAL GROUND	01.400.9441	A-1289264		636 00219
WEST BEND MUTUAL FUN FEST	396.00	PARK PROGRAM EXPENSES	01.400.9280	10/04/13		636 00195
	1,422.19	.....			

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	.....				
AL WARREN OIL COMPANY, I						
FUEL	2,547.84	GAS AND OIL	01.500.9210	10/24/13		636 00226
FUEL	6,331.19	GAS AND OIL	01.500.9210	10/24/13		636 00229
	8,879.03	*VENDOR TOTAL				
AMERICAN UNITED LIFE INS						
00005011-0061-001	210.00	GROUP INSURANCE AND HOSP	01.500.9160	1239059		636 00119
00005011-0061-003	666.07	GROUP INSURANCE AND HOSP	01.500.9160	1239061		636 00128
	876.07	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD						
NOVEMBER 2013	27,438.05	GROUP INSURANCE AND HOSP	01.500.9160	10/17/2013		636 00142
CALL ONE						
OCTOBER 2013	133.11	TELEPHONE	01.500.9120	10/15/13		636 00094
CHICAGO LASER & COMPUTER						
INK	107.58	OFFICE SUPPLIES	01.500.9111	00127064		636 00004
CHRISTOPHER BURKE						
REIMBURSE MILEAGE	107.01	TRAVEL LODGING MEALS - M	01.500.9182	10/24/13		636 00220
CLERKS OFFICE-PETTY CASH						
PRISONER MEAL	1.08	FOOD FOR PRISONERS	01.500.9226	09/30/13		636 00210
FUEL	20.00	TRAVEL LODGING MEALS - M	01.500.9182	10/10/13		636 00205
FUEL	25.00	TRAVEL LODGING MEALS - M	01.500.9182	10/16/13		636 00206
	46.08	*VENDOR TOTAL				
DE LAGE LANDEN						
TOSHIBA 3040C	295.47	REPAIR & MAINT. COPY MAC	01.500.9412	19923380		636 00294
DELTA SONIC CAR WASH						
BASIC CAR WASHES	203.00	REPAIR & MAINTENANCE-VEH	01.500.9420	7890509		636 00027
DEMLIN ENTERPRISES DBA						
OFFICE SUPPLIES	270.12	OFFICE SUPPLIES	01.500.9111	13268		636 00009
FIRESTONE						
2009 FORD CROWN VIC	1,435.65	REPAIR & MAINTENANCE-VEH	01.500.9420	146287		636 00164
2008 FORD CROWN VIC	1,552.15	REPAIR & MAINTENANCE-VEH	01.500.9420	146406		636 00234
2011 CHEVY TAHOE	134.36	REPAIR & MAINTENANCE-VEH	01.500.9420	146630		636 00233
	3,122.16	*VENDOR TOTAL				
HEARTLAND AUTOMOTIVE SER						
2013 FORD EXPLORER	79.47	REPAIR & MAINTENANCE-VEH	01.500.9420	308502		636 00295

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	.....				
HEARTLAND AUTOMOTIVE SER						
2011 FORD CROWN VIC	33.58	REPAIR & MAINTENANCE-VEH	01.500.9420	308890		636 00014
2011 FORD CROWN VIC	33.58	REPAIR & MAINTENANCE-VEH	01.500.9420	308943		636 00013
2006 FORD CROWN VIC	32.48	REPAIR & MAINTENANCE-VEH	01.500.9420	309091		636 00036
	179.11	*VENDOR TOTAL				
HINCKLEY SPRINGS WATER	65.35	TRAVEL LODGING MEALS - M	01.500.9182	101013		636 00167
INGALLS OCCUPATIONAL OLDENBURG/CAROLYN	75.00	PHYSICALS	01.500.9186	CP196156		636 00099
JDM COLLISION AT RIDGEWA 2009 FORD CROWN VIC	5,147.24	REPAIR & MAINTENANCE-VEH	01.500.9420	2729		636 00138
LANER MUCHIN PROFESSIONAL SERVICES	8,920.92	LEGAL SERVICES	01.500.9151	429269		636 00137
MICHAEL F. CARROLL OCTOBER 2013	218.75	LEGAL SERVICES	01.500.9151	VOG1124		636 00242
MINER ELECTRONICS CORP. REPAIR LIGHTS & SIREN #8	95.00	REPAIR & MAINTENANCE-VEH	01.500.9420	251525		636 00030
MUNICIPAL SYSTEMS, INC. SEPTEMBER 2013	541.67	MUNICIPAL SYSTEMS	01.500.9153	8902		636 00100
SEPTEMBER 2013	317.00	MUNICIPAL SYSTEMS	01.500.9153	8903		636 00101
	858.67	*VENDOR TOTAL				
PACIFIC TELEMANAGMENT SE NOVEMBER 2013	78.00	TELEPHONE	01.500.9120	580925		636 00187
PITNEY BOWES PURCHASE PO POSTAGE	284.88	POSTAGE	01.500.9114	10/21/13		636 00311
RIVERDALE BODY SHOP 2011 CHEVY TAHOE	672.82	REPAIR & MAINTENANCE-VEH	01.500.9420	57142		636 00102
ROSENTHAL, MURPHEY LEGAL SERVICES	1,023.75	LEGAL SERVICES	01.500.9151	10/22/13		636 00258
SCOTT SIGN CO VINYL SIGNS	1,108.81	REPAIR & MAINTENANCE-VEH	01.500.9420	879		636 00321

ACS FINANCIAL
10/31/2013 09:24:39

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	.....				
SIRCHIE FINGER PRINT LAB SUPPLIES	200.47	REPAIR/MAINT-GEN TOOLS/E	01.500.9425	0131099-IN		636 00103
SYNAPSE TECHNOLOGY GROUP COMPUTER & EQUIPMENT	599.00	COMPUTER-PROGRAMS & EQUI	01.500.9634	6995		636 00031
UNIVERSITY OF ILLINOIS WHITE/GLENN	648.00	PERSONNEL TRAINING	01.500.9181	10/18/13		636 00186
VAN DRUNEN FORD CO. 2010 FORD EXPLORER	480.60	REPAIR & MAINTENANCE-VEH	01.500.9420	FOCS72585		636 00255
2009 FORD INTERCEPTOR	1,532.49	REPAIR & MAINTENANCE-VEH	01.500.9420	FOCS72902		636 00256
	2,013.09	*VENDOR TOTAL				
VERIZON WIRELESS 387115072-00001	429.89	TELEPHONE	01.500.9120	9713202709		636 00199
587118582-00001	54.49	TELEPHONE	01.500.9120	9713219731		636 00193
	484.38	*VENDOR TOTAL				
	64,150.92	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
FIRE	.....				
AIR ONE EQUIPMENT, INC						
AIR TEST	150.00	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	90829		636 00225
METER CALIBRATION	295.00	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	90830		636 00223
METER CALIBRATION	120.00	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	90831		636 00224
	565.00	*VENDOR TOTAL				
AMERICAN UNITED LIFE INS						
00005011-0061-001	40.88	GROUP INSURANCE AND HOSP	01.600.9160	1239059		636 00123
00005011-0061-003	117.89	GROUP INSURANCE AND HOSP	01.600.9160	1239061		636 00131
	158.77	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD						
NOVEMBER 2013	3,258.72	GROUP INSURANCE AND HOSP	01.600.9160	10/17/2013		636 00141
CALL ONE						
OCTOBER 2013	271.60	TELEPHONE	01.600.9120	10/15/13		636 00093
COMCAST						
8771 40 050 0000981	50.41	MAINTENANCE-STATION #1	01.600.9431	09/28/13A		636 00006
8771 40 050 0000973	50.41	MAINTENANCE-STATION #1	01.600.9431	09/28/13B		636 00007
8771 40 050 0038254	90.97	COMPUTER-PROGRAMS & EQUI	01.600.9634	10/09/13		636 00153
8771 40 050 0025038	68.95	MAINTENANCE-STATION #2	01.600.9432	10/09/13		636 00232
	260.74	*VENDOR TOTAL				
DEMLIN ENTERPRISES DBA						
WELSH BUSINESS CARDS	86.50	OFFICE SUPPLIES	01.600.9111	13266		636 00034
HINCKLEY SPRINGS						
WATER	76.61	TRAVEL LODGING MEALS - M	01.600.9182	101013		636 00168
ILLINOIS FIRE CHIEFS						
TRAINING/CAMPBELL	900.00	PERSONNEL TRAINING	01.600.9181	FO-130958		636 00015
INGALLS OCCUPATIONAL						
FD/AFUWAPE	335.00	PHYSICALS	01.600.9186	187886		636 00039
RICHARDSON/ZABELKA	655.00	PHYSICALS	01.600.9186	191391		636 00038
	990.00	*VENDOR TOTAL				
KEVIN WELSH						
REIMBURSE CELL SEPTEMBER	75.00	TELEPHONE	01.600.9120	10/10/13		636 00024
REIMBURSE ISCA CONFERENC	126.56	TRAVEL LODGING MEALS - M	01.600.9182	10/17/13		636 00188
REIMBURSE CELL OCT 2013	75.00	TELEPHONE	01.600.9120	10/25/13		636 00257
	276.56	*VENDOR TOTAL				

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
FIRE	.....				
MENARDS						
STA 1 SUPPLIES	25.49	MAINTENANCE-STATION #1	01.600.9431	27959		636 00042
SUPPLIES	39.05	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	28278		636 00171
SUPPLIES	15.75	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	28567		636 00238
SUPPLIES	66.93	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	28631		636 00239
SUPPLIES	21.40	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	28655		636 00240
SUPPLIES	40.21	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	28672		636 00237
STA #1	49.79	MAINTENANCE-STATION #1	01.600.9431	28787		636 00241
	258.62	*VENDOR TOTAL				
MICHAEL F. CARROLL OCTOBER 2013	218.75	LEGAL SERVICES	01.600.9151	VOG1124		636 00243
MONARCH AUTO SUPPLY INC. VEHICLE MAINT SUPPLIES	14.77	REPAIR & MAINTENANCE-VEH	01.600.9420	6981-225083		636 00019
MUNICIPAL SYSTEMS, INC. SEPTEMBER 2013	642.50	BUILDING CODE HEARINGS	01.600.9105	8901		636 00249
MUTUAL AID BOX ALARM SYS WELSH/CREDENTIAL CARD	10.00	PERSONNEL TRAINING	01.600.9181	T20001489		636 00049
OFFICE MAX INCORPORATED OFFICE SUPPLIES	12.99	OFFICE SUPPLIES	01.600.9111	722110		636 00248
PITNEY BOWES PURCHASE PO POSTAGE	180.96	POSTAGE	01.600.9114	10/21/13		636 00310
SOUTH SUBURBAN COLLEGE BANKS/RYAN	1,257.50	PERSONNEL TRAINING	01.600.9181	09/17/2013A		636 00022
ZELEK/JOSEPH	1,257.50	PERSONNEL TRAINING	01.600.9181	09/17/2013B		636 00023
	2,515.00	*VENDOR TOTAL				
T & T BUSINESS SYSTEMS I IR4570	37.84	COPY MACHINE	01.600.9604	73677		636 00059
	10,735.93	.....			

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
SENIOR CENTER FUND	.....				
AMERICAN UNITED LIFE INS 00005011-0061-001	3.38	GROUP INSURANCE AND HOSP	01.800.9160	1239059		636 00118
00005011-0061-003	12.96	GROUP INSURANCE AND HOSP	01.800.9160	1239061		636 00127
	16.34	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD NOVEMBER 2013	480.28	GROUP INSURANCE AND HOSP	01.800.9160	10/17/2013		636 00139
CHICAGO LASER & COMPUTER INK	153.25	OFFICE SUPPLIES	01.800.9111	00127064		.636 00005
CLERKS OFFICE-PETTY CASH SENIOR LUNCHEON	44.13	SPECIAL EVENTS	01.800.9442	10/16/13		636 00207
SENIOR LUNCHEON	35.00	SPECIAL EVENTS	01.800.9442	10/21/13		636 00212
HALLOWEEN PARTY	25.94	SPECIAL EVENTS	01.800.9442	10/22/13		636 00211
	105.07	*VENDOR TOTAL				
NICOR GAS 74 66 15 1000 3	87.50	UTILITIES	01.800.9180	10/23/13		636 00245
9961941000 6	846.07	UTILITIES	01.800.9180	10/24/13		636 00217
	933.57	*VENDOR TOTAL				
	1,688.51	.....			
CORPORATE FUND	187,996.97	*****				

ACS FINANCIAL
10/31/2013 09:24:39

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
MOTOR FUEL TAX FUND	*****					
MOTOR FUEL TAX EXPENDITURES	.....				
MORTON SALT, INC.		ROAD SALT	03.310.9260	5400271639		636 00175
SALT	6,377.63	ROAD SALT	03.310.9260	5400272700		636 00244
SALT	11,956.89	*VENDOR TOTAL				
	18,334.52					
ROBINSON ENGINEERING,LTD		ENGINEERING SERVICES	03.310.9685	13100132		636 00179
187TH & CHGO HTS PYMT 12	11,405.96					
	29,740.48	.....			
MOTOR FUEL TAX FUND	29,740.48	*****				

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
BALANCE SHEET	.....				
ARLENE BROOKS REF 931 E 193RDPL	42.97	WATER ESCROW DEPOSITS	10.000.2130	10/22/13		636 00151
MEEKER REAL ESTATE REF 931 WESTWOOD	57.66	WATER ESCROW DEPOSITS	10.000.2130	10/15/13		636 00041
RESIDENTIAL GROUP LLC REISSUE CK#33213	56.47	WATER ESCROW DEPOSITS	10.000.2130	10/23/13		636 00197
RESIDENTIAL GROUP LLC REISSUE CK#33174	24.82	WATER ESCROW DEPOSITS	10.000.2130	10/23/13		636 00198
RESIDENTIAL GROUP LLC REF 109 SPRUCE LN	24.82CR	WATER ESCROW DEPOSITS	10.000.2130	02/22/13		642 00001
RESIDENTIAL GROUP LLC REF 10 N CEDAR	56.47CR	WATER ESCROW DEPOSITS	10.000.2130	03/22/13		642 00002
	100.63	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....				
AL WARREN OIL COMPANY, I FUEL	2,641.32	GAS AND OIL	10.110.9210	10/24/13		636 00227
AMERICAN UNITED LIFE INS 00005011-0061-001	7.50	GROUP INSURANCE AND HOSP	10.110.9160	1239059		636 00122
00005011-0061-003	16.13	GROUP INSURANCE AND HOSP	10.110.9160	1239061		636 00132
	23.63	*VENDOR TOTAL				
AMERICAN WATER WORKS ASS MEMBERSHIP/DURKIN	191.00	DUES SUBSCRIP. MEMBERSHI	10.110.9140	7000715239		636 00105
ARRO LABORATORY, INC SAMPLES	66.50	CONTRACT SERVICES	10.110.9020	46312		636 00150
BLUE COLLAR SUPPLY DORNAN/DOUG	311.24	PURCHASE-PERSONNEL EQUIP	10.110.9590	44720		636 00213
BLUE CROSS BLUE SHIELD NOVEMBER 2013	1,053.24	GROUP INSURANCE AND HOSP	10.110.9160	10/17/2013		636 00144
CALL ONE OCTOBER 2013	3,361.35	TELEPHONE	10.110.9120	10/15/13		636 00090
CALUMET CITY PLUMBING GLENWD & CHICAGO HTS RD PUMP STATION	28,602.40 1,060.50 29,662.90	REPAIR/MAINT - SEWER SYS REPAIR/MAINT - SEWER SYS *VENDOR TOTAL	10.110.9450 10.110.9450	12574 12979		636 00032 636 00204
CITY OF CHICAGO HEIGHTS SEPTEMBER 2013	81,470.40	WATER PURCHASES/CHGO HTS	10.110.9608	10/18/2013		636 00230
COM ED 9957046006	22.76	UTILITIES	10.110.9180	10/16/13		636 00159
2133451002	23.88	UTILITIES	10.110.9180	10/16/13		636 00160
7059133039	71.17	UTILITIES	10.110.9180	10/17/13		636 00161
	117.81	*VENDOR TOTAL				
CONSTELLATION 069111025055	1,355.97	ENERGY FOR PUMPING	10.110.9223	10/04/13		636 00008
0609127059	920.51	ENERGY FOR PUMPING	10.110.9223	10/19/13		636 00162
	2,276.48	*VENDOR TOTAL				
EJ USA, INC. PART	650.00	REPAIR/MAINT - WATER SYS	10.110.9411	3658567		636 00163

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....				
EJ USA, INC. BOX & PARTS	564.30 1,214.30	REPAIR/MAINT - WATER SYS *VENDOR TOTAL	10.110.9411	3662367		636 00323
FLOW-TECHNICS 187TH PUMP STATION	256.75	REPAIR/MAINT - SEWER SYS	10.110.9450	INV000003390		636 00011
HD SUPPLY WATERWORKS LTD METERS EQUIPMENT	1,666.00 126.11 1,792.11	WATER METER PROGRAM REPAIR/MAINT - WATER SYS *VENDOR TOTAL	10.110.9637 10.110.9411	B63950 B655002		636 00202 636 00236
INSITUFORM TECHNOLOGIES CIPP PROJECT	30,189.60	REPAIR/MAINT - SEWER SYS	10.110.9450	184806		636 00016
LINDENMEYER MUNROE WINDOW ENVELOPES	286.00	PRINTING AND ADVERTISING	10.110.9109	91821686 RI		636 00215
MARTIN IMPLEMENT SALES, REPAIR BACKHOE REPAIR BACKHOE EQUIP & PARTS	1,007.20 1,793.35 240.88 3,041.43	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH REPAIR/MAINT MUNICIPAL B *VENDOR TOTAL	10.110.9420 10.110.9420 10.110.9430	S32159 S32190 084469		636 00172 636 00324 636 00192
MINER ELECTRONICS CORP. REPAIR ANTENNA M-7	31.61	REPAIR & MAINTENANCE-VEH	10.110.9420	251529		636 00029
MONARCH AUTO SUPPLY INC. VEHICLE MAINT SUPPLIES PART	111.71 131.18 242.89	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	10.110.9420 10.110.9420	6981-225809 6981-226876		636 00020 636 00203
MUELLER'S TRUCK REPAIR, 2003 I 4 M-178921	670.90	REPAIR & MAINTENANCE-VEH	10.110.9420	34054		636 00048
NICOR GAS 31 35 27 1000 3 24 77 37 1000 9	83.74 31.71 115.45	UTILITIES UTILITIES *VENDOR TOTAL	10.110.9180 10.110.9180	10/24/13 10/28/13		636 00216 636 00325
OFFICE MAX INCORPORATED OFFICE SUPPLIES	13.69	OFFICE SUPPLIES	10.110.9111	722110		636 00247
PIRTEK SOUTH HOLLAND EQUIPMENT & PARTS	451.11	REPAIR & MAINTENANCE-VEH	10.110.9420	S1828367.001		636 00328

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....				
PITNEY BOWES PURCHASE PO POSTAGE	853.42	POSTAGE	10.110.9114	10/21/13		636 00312
RAINBOW AUTO GLASS INC 2004 F-250	175.00	REPAIR & MAINTENANCE-VEH	10.110.9420	20593		636 00177
ROSENTHAL, MURPHEY LEGAL SERVICES	1,560.00	LEGAL SERVICES	10.110.9151	10/22/13		636 00259
STONY TIRE INC FLAT TIRE M-2	20.09	REPAIR & MAINTENANCE-VEH	10.110.9420	1-94187		636 00180
THORNCREEK MATERIAL DIRT	1,231.99	REPAIR/MAINT - WATER SYS	10.110.9411	19681		636 00115
VERIZON WIRELESS 587118582-00001	304.08	TELEPHONE	10.110.9120	9713219731		636 00194
WHOLESALE DIRECT INC. PART	236.55	REPAIR & MAINTENANCE-VEH	10.110.9420	000202907		636 00189
	163,862.84	.....			
SEWER & WATER FUND	163,963.47	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
2010 PROJECT FUND BAB	*****					
SEWER BOND EXPENDITURES	.....				
ADLITE ELECTRIC CO. INC. HICKORY GLEN PARK	2,178.00	OSLAD GRANT EXPENSE PARK	40.440.9670	8438		636 00148
KEE CONSTRUCTION HICKORY GLEN PK PYMNT #2	419,743.22	OSLAD GRANT EXPENSE PARK	40.440.9670	123229		636 00330
NUTOYS LEISURE PRODUCTS HICKORY GLEN PARK	39,801.00	OSLAD GRANT EXPENSE PARK	40.440.9670	40503		636 00025
PLANNING RESOURCES INC. HICKORY GLEN PARK	1,446.25	OSLAD GRANT EXPENSE PARK	40.440.9670	11021		636 00052
THORNCREEK MATERIAL HICKORY GLEN PARK	5,155.00	OSLAD GRANT EXPENSE PARK	40.440.9670	19672		636 00184
	468,323.47	.....			
2010 PROJECT FUND BAB	468,323.47	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF-INDUSTRIAL PARK	*****					
TIF INDUSTRIAL PARK	.....				
ROSENTHAL, MURPHEY LEGAL SERVICES	1,706.25	LEGAL SERVICES	60.660.9151	10/22/13		636 00260
	1,706.25	.....			
TIF-INDUSTRIAL PARK	1,706.25	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF HOLBROOK ROAD	*****					
TIF HOLBROOK RD EXPENDITURES	.....				
STEVE SPIESS CONSTRUCTIO GLNWD/HOMWD WATER MAIN	133,759.05	TIF DISTRICT EXPENSES	63.630.9631	4201		636 00056
	133,759.05	.....			
TIF HOLBROOK ROAD	133,759.05	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GOLF COURSE MAINTENANCE	.....				
AMERICAN UNITED LIFE INS						
00005011-0061-001	30.00	GROUP INSURANCE AND HOSP	70.771.9160	1239059		636 00126
00005011-0061-003	68.62	GROUP INSURANCE AND HOSP	70.771.9160	1239061		636 00134
	98.62	*VENDOR TOTAL				
ARTHUR CLESEN INC.						
EQUIPMENT	136.00	COURSE/RANGE/SHOP SUPPLI	70.771.9742	14968/00		636 00106
BLUE CROSS BLUE SHIELD						
NOVEMBER 2013	3,635.76	GROUP INSURANCE AND HOSP	70.771.9160	10/17/2013		636 00146
CONSERV FS						
FUEL	1,110.89	GAS AND OIL	70.771.9210	1782645-IN		636 00315
FUEL	802.04	GAS AND OIL	70.771.9210	178646-IN		636 00314
	1,912.93	*VENDOR TOTAL				
E-Z TREE RECYCLING						
MULCH	450.00	LANDSCAPING	70.771.9435	10/11/13		636 00065
LEIBOLD IRRIGATION, INC.						
EQUIPMENT	1,027.50	REPAIR/MAINT IRRIGATION	70.771.9434	005014-IN		636 00040
MONARCH AUTO SUPPLY INC.						
VEHICLE MAINT PARTS	184.12	GAS AND OIL	70.771.9210	6981-226239		636 00046
VEHICLE MAINT PARTS	74.43	GAS AND OIL	70.771.9210	6981-226514		636 00045
VEHICLE MAINT SUPPLY	6.38	GAS AND OIL	70.771.9210	6981-227075		636 00317
VEHICLE MAINT PARTS	147.53	REPAIR/MAINT-TURF EQUIPM	70.771.9425	6981-227378		636 00316
	412.46	*VENDOR TOTAL				
MOTION INDUSTRIES, INC						
PARTS	85.72	REPAIR/MAINT-TURF EQUIPM	70.771.9425	IL09-378723		636 00318
NICOR GAS						
00 25 20 2968 1	34.96	UTILITIES	70.771.9180	10/22/13		636 00319
PORTABLE JOHN, INC.						
10/11 - 10/14 & PICK UP	640.00	CONTRACT SERVICES	70.771.9020	A-189023		636 00053
REINDERS, INC.						
WHEEL	74.99	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1459171-00		636 00055
PARTS & EQUIPMENT	632.92	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1459525-01		636 00112
PARTS	100.20	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1460472-00		636 00320
	808.11	*VENDOR TOTAL				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GOLF COURSE MAINTENANCE	.....				
SUN CENTER WEDDING GAZEBO 1/2 DOWN	3,975.00	LANDSCAPING	70.771.9435	10/30/13		636 00306
THORNCREEK MATERIAL DIRT	346.00	LANDSCAPING	70.771.9435	19681		636 00114
	13,563.06	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GENERAL & ADMINISTRATIVE	.....				
AMERICAN UNITED LIFE INS 00005011-0061-001	15.00	GROUP INSURANCE AND HOSP	70.773.9160	1239059		636 00125
00005011-0061-003	31.74	GROUP INSURANCE AND HOSP	70.773.9160	1239061		636 00135
	46.74	*VENDOR TOTAL				
AUDUBON INTERNATIONAL ANNUAL MEMBERSHIP	200.00	DUES SUBSCRIPT. MEMBERSH	70.773.9140	10/16/13		636 00263
BLUE CROSS BLUE SHIELD NOVEMBER 2013	3,131.30	GROUP INSURANCE AND HOSP	70.773.9160	10/17/2013		636 00147
CALL ONE OCTOBER 2013	161.73	TELEPHONE	70.773.9120	10/15/13		636 00089
CALLAWAY GOLF COMPANY APPAREL	1,569.95	COGS-GOLF MERCHANDISE	70.773.9701	10/01/13		636 00302
COM ED 3619096019	266.84	UTILITIES	70.773.9180	10/15/13		636 00264
0465144003	1,993.29	UTILITIES	70.773.9180	10/23/13		636 00293
	2,260.13	*VENDOR TOTAL				
COZZINI BROS., INC. KNIFE SERVICE	18.00	REPAIR/MAINT-GEN TOOLS/E	70.773.9425	C559551		636 00064
GLENWOODIE PETTY CASH AIR HORN	21.58	REPAIR/MAINT GOLF CARS	70.773.9419	10/26/13		636 00265
LIGHT BULBS	6.42	REPAIR/MAINT BUILDINGS	70.773.9430	10/26/13		636 00266
	28.00	*VENDOR TOTAL				
GREAT AMERICA LEASING CO NOVEMBER 2013	219.56	EQUIPMENT LEASE PAYMENTS	70.773.9838	14348244		636 00276
J & M GOLF REPAIR EQUIPMENT	82.00	COGS-GOLF MERCHANDISE	70.773.9701	0443714-IN		636 00077
APPAREL	640.00	COGS-GOLF MERCHANDISE	70.773.9701	0444103-IN		636 00278
	722.00	*VENDOR TOTAL				
MENARDS FENCE POSTS	7.36	REPAIR/MAINT BUILDINGS	70.773.9430	27850		636 00078
NIKE USA, INC APPAREL & DEMO EQUIP	558.61	COGS-GOLF MERCHANDISE	70.773.9701	10/02/13		636 00304

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GENERAL & ADMINISTRATIVE	.....				
PCS INDUSTRIES SUPPLIES	422.50	REPAIR/MAINT BUILDINGS	70.773.9430	142835		636 00279
PITNEY BOWES PURCHASE PO POSTAGE	660.74	POSTAGE	70.773.9114	10/21/13		636 00313
PROVEN BUSINESS SYSTEMS TOSHIBA 2830C	656.25	EQUIPMENT LEASE PAYMENTS	70.773.9838	167337		636 00284
SYNAPSE TECHNOLOGY GROUP GGC REPAIR AUTO ATTEND	160.00	REPAIR/MAINT BUILDINGS	70.773.9430	7188		636 00221
TAYLOR MADE GOLF COMPANY GOLF CLUB	303.66	COGS-GOLF MERCHANDISE	70.773.9701	21100955		636 00298
TITLEIST APPAREL	70.56	COGS-GOLF MERCHANDISE	70.773.9701	2099386		636 00288
APPAREL	151.24	COGS-GOLF MERCHANDISE	70.773.9701	2101398		636 00287
GOLF BALLS	5.88	COGS-GOLF MERCHANDISE	70.773.9701	2104949		636 00299
	227.68	*VENDOR TOTAL				
VERIZON WIRELESS 387115072-00001	38.01	COMPUTER-PROGRAMS & EQUI	70.773.9634	9713202709		636 00201
YAMAHA MOTOR CORPORATION NOVEMBER 2013	7,777.95	GOLF CAR LEASE	70.773.9683	10/21/13		636 00191
	19,170.17	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD AND BEVERAGE	.....				
AAA RENTAL SYSTEM						
EVENT 10/18/13	394.75	EQUIPMENT RENTAL	70.775.9433	42897		636 00261
OCTOBERFEST	295.75	EQUIPMENT RENTAL	70.775.9433	44295		636 00061
EVENT 10/20/13	369.25	EQUIPMENT RENTAL	70.775.9433	44653		636 00262
	1,059.75	*VENDOR TOTAL				
AMERICAN UNITED LIFE INS						
00005011-0061-001	7.50	GROUP INSURANCE AND HOSP	70.775.9160	1239059		636 00124
00005011-0061-003	29.54	GROUP INSURANCE AND HOSP	70.775.9160	1239061		636 00133
	37.04	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD						
NOVEMBER 2013	1,639.98	GROUP INSURANCE AND HOSP	70.775.9160	10/17/2013		636 00145
CITY BEVERAGE-MARKHAM						
DELIVERY 10/10/13	102.92	COGS-ALCOHOLIC BEVERAGE	70.775.9738	439198		636 00063
GLUNZ BEER						
DELIVERY 10/10/13	407.60	COGS-ALCOHOLIC BEVERAGE	70.775.9738	610105		636 00066
GORDON FOOD SERVICE, INC						
DELIVERY 10/10/13	1,589.12	COGS-FOOD	70.775.9736	153601199		636 00070
DELIVERY 10/11/13	17.56	COGS-FOOD	70.775.9736	153640032		636 00087
DELIVERY 10/14/13	393.12	COGS-FOOD	70.775.9736	153656284		636 00071
DELIVERY 10/16/13	19.32	COGS-FOOD	70.775.9736	153701689		636 00270
DELIVERY 10/17/13	757.15	COGS-FOOD	70.775.9736	153705088		636 00072
DELIVERY 10/21/13	1,548.10	COGS-FOOD	70.775.9736	15379274		636 00275
DELIVERY 10/24/13	577.60	COGS-FOOD	70.775.9736	153809580		636 00269
DELIVERY 10/17/13	232.62	COGS-FOOD	70.775.9736	766142778		636 00086
DELIVERY 10/18/13	17.04	COGS-FOOD	70.775.9736	766142847		636 00267
DELIVERY 10/22/13	25.45	COGS-FOOD	70.775.9736	766142963		636 00271
DELIVERY 10/23/13	31.96	COGS-FOOD	70.775.9736	766143033		636 00272
DELIVERY 10/23/13	31.98	COGS-FOOD	70.775.9736	766143067		636 00273
DELIVERY 10/24/13	88.16	COGS-FOOD	70.775.9736	766143285		636 00308
DELIVERY 10/29/13	121.82	COGS-FOOD	70.775.9736	767084269		636 00069
DELIVERY 10/10/13	70.06	COGS-FOOD	70.775.9736	767084308		636 00067
DELIVERY 10/11/13	70.23	COGS-FOOD	70.775.9736	767084352		636 00068
DELIVERY 10/12/13	73.99	COGS-FOOD	70.775.9736	767084510		636 00268
DELIVERY 10/19/13	43.96	COGS-FOOD	70.775.9736	767084701		636 00274
DELIVERY 10/26/13	5,709.24	*VENDOR TOTAL				
HAYES BEER DISTRIBUTING						
DELIVERY 10/08/13	424.12	COGS-ALCOHOLIC BEVERAGE	70.775.9738	352931		636 00076
DELIVERY 10/10/13	113.09	COGS-ALCOHOLIC BEVERAGE	70.775.9738	352974		636 00075

Schedule of Bills (Fund/Dept)
BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD AND BEVERAGE	.....				
HAYES BEER DISTRIBUTING						
DELIVERY 10/11/13	839.86	COGS-ALCOHOLIC BEVERAGE	70.775.9738	7411		636 00073
DELIVERY 10/11/13	379.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	7412		636 00074
	1,756.07	*VENDOR TOTAL				
HELGET GAS PRODUCTS						
CO2	105.76	COGS-FOOD	70.775.9736	10/11/13		636 00277
PARTY LINENS						
EVENT 10/10/13	79.93	LINEN SERVICE	70.775.9704	01-0310441-03		636 00280
EVENT 10/05/13	904.70	LINEN SERVICE	70.775.9704	01-304627-09		636 00281
EVENT 09/28/13	79.93	LINEN SERVICE	70.775.9704	01-310022-04		636 00282
EVENT 10/03/13	79.93	LINEN SERVICE	70.775.9704	01-310279-03		636 00283
	1,144.49	*VENDOR TOTAL				
PEPSIAMERICAS, INC						
DELIVERY 10/09/13	143.67	COGS-NON-ALCOHOLIC BEV	70.775.9737	27499952		636 00079
SOUTHERN WINE & SPIRITS						
DELIVERY 10/17/13	328.34	COGS-ALCOHOLIC BEVERAGE	70.775.9738	9557636		636 00285
SYSCO FOOD SERVICES						
DELIVERY 10/09/13	907.62	COGS-FOOD	70.775.9736	310090287		636 00080
SUPPLIES	159.40	COGS-NON-ALCOHOLIC BEV	70.775.9737	310102128		636 00286
	1,067.02	*VENDOR TOTAL				
TRI-MARK MARLINN, INC.						
DELIVERY 10/11/13	157.48	COGS-FOOD	70.775.9736	1897097		636 00085
DELIVERY 10/11/13	400.13	COGS-FOOD	70.775.9736	1897098		636 00088
	557.61	*VENDOR TOTAL				
TURBODRAUGHT, LLC						
SERVICE 10/10/13	72.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	6622		636 00081
Z BAKING COMPANY						
DELIVERY 10/08/13	49.57	COGS-FOOD	70.775.9736	90696		636 00084
DELIVERY 10/11/13	106.00	COGS-FOOD	70.775.9736	91819		636 00083
DELIVERY 10/14/13	39.70	COGS-FOOD	70.775.9736	92733		636 00082
DELIVERY 10/18/13	40.81	COGS-FOOD	70.775.9736	94055		636 00289
DELIVERY 10/19/13	50.18	COGS-FOOD	70.775.9736	94407		636 00292
DELIVERY 10/20/13	12.42	COGS-FOOD	70.775.9736	94744		636 00291
DELIVERY 10/23/13	62.10	COGS-FOOD	70.775.9736	95657		636 00290
	360.78	*VENDOR TOTAL				
	14,492.27	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GLENWOODIE GOLF COURSE	47,225.50	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	1,032,715.19					

RECORDS PRINTED - 000327

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	187,996.97
03	MOTOR FUEL TAX FUND	29,740.48
10	SEWER & WATER FUND	163,963.47
40	2010 PROJECT FUND BAB	468,323.47
60	TIF-INDUSTRIAL PARK	1,706.25
63	TIF HOLBROOK ROAD	133,759.05
70	GLENWOODIE GOLF COURSE	47,225.50
TOTAL ALL FUNDS		1,032,715.19

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BABS	2010 PROJECT FUND BABS	468,323.47
BLUE	CORPORATE	187,996.97
GREEN	SEWER AND WATER	163,963.47
HOLB	TIF HOLBROOK ROAD	133,759.05
LTBL	MOTOR FUEL TAX	29,740.48
RED	GLENWOODIE GOLF COURSE	47,225.50
TIF	TAX INCREMENT FINANCE FUND	1,706.25
TOTAL ALL BANKS		1,032,715.19

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY

VILLAGE OF GLENWOOD

VENDOR 02503 BIG TREES

10/25/2013

Check 14712

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
70.771.9435		10207	TRANSPLANT TREES	4,250.00
			TOTAL	4,250.00

015543

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND

VILLAGE OF GLENWOOD
 GLENWOODIE GOLF COURSE
 GLENWOOD, IL 60425

M8 FINANÇIAL
 GLENWOOD, ILLINOIS

70-173/710

CHECK NO. 14712

DATE	AMOUNT
10/25/2013	\$4,250.00

FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS

PAY TO THE ORDER OF
 BIG TREES

⑈014712⑈ ⑆071001737⑆ 93474700⑈

VILLAGE OF GLENWOOD

VENDOR 01656 IL COUNTIES RISK MGMT TRUST 10/23/2013 Check 46398

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
01.100.9171		DED2674742	CASE#1211160004	10,180.67
			TOTAL	10,180.67

047892

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND

VILLAGE OF GLENWOOD
CORPORATE ACCOUNT
GLENWOOD, IL 60425

CHECK NO. 46398

MB FINANCIAL
GLENWOOD, ILLINOIS

DATE	AMOUNT
10/23/2013	\$10,180.67

70-173/710

TEN THOUSAND ONE HUNDRED EIGHTY AND 67/100 DOLLARS

PAY TO THE ORDER OF
IL COUNTIES RISK MGMT TRUST
DEPT 5532
P.O. BOX 3016
MILWAKEE WI 53201

⑈046398⑈ ⑆071001737⑆ 130001700⑈

Schedule of Bills Recap
Board Meeting 11/05/2013

Fund	Disbursements
Corporate	\$ 198,177.64
Motor Fuel Tax Fund	\$ 29,740.48
Sewer and Water Fund	\$ 163,963.47
2010 Project Fund Bab	468,323.47
TIF - Industrial Park	1,706.25
TIF - Holbrook Road	133,759.05
Glenwoodie Golf Course	\$ 51,475.50
Total All Funds	\$ 1,047,145.86

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 11-5-13

APPROVED BY :

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2013 - _____

A RESOLUTION APPROVING: (1) AN AMENDED CONTRACT FOR THE PURCHASE OF THE REAL ESTATE KNOWN AS 537 W. 195th STREET (PINs: 32-09-102-004-0000 and 32-09-102-005-0000; (2) THE VILLAGE'S CLOSING UPON AND TAKING TITLE TO SAID PROPERTY; (3) THE FUNDING OF THE VILLAGE'S PURCHASE WITH TAX INCREMENT FUNDS; (4) THE APPROVAL OF A CONTRACT TO IMPROVE AND TRANSFER THE SAME PROPERTY TO THE TUFFLI FAMILY FOUNDATION and (5) THE VILLAGE'S CLOSING UPON THE TRANSFER TO THE TUFFLI FAMILY FOUNDATION

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS _____ DAY OF _____, 2013

RESOLUTION NO. 2013 - _____

A RESOLUTION APPROVING: (1) AN AMENDED CONTRACT FOR THE PURCHASE OF THE REAL ESTATE KNOWN AS 537 W. 195th STREET (PINs: 32-09-102-004-0000 and 32-09-102-005-0000; (2) THE VILLAGE'S CLOSING UPON AND TAKING TITLE TO SAID PROPERTY; (3) THE FUNDING OF THE VILLAGE'S PURCHASE WITH TAX INCREMENT FUNDS; (4) THE APPROVAL OF A CONTRACT TO IMPROVE AND TRANSFER THE SAME PROPERTY TO THE TUFFLI FAMILY FOUNDATION and (5) THE VILLAGE'S CLOSING UPON THE TRANSFER TO THE TUFFLI FAMILY FOUNDATION

WHEREAS, the Village has been negotiating with the Tuffli Family Foundation for the redevelopment of the property previously known as the Argo Gymnastics & Paintball Building which has a common address of 537 W. 195th St., Glenwood, Illinois and is described by PIN numbers 32-09-102-004-0000 and 32-09-102-005-0000 ("Property");

WHEREAS, in order to accomplish the redevelopment of the Property, the Village will need to: (1) acquire the Property; (2) make certain improvements to the Property consisting of demolition work, fire sprinkler work, metal wall cladding & dryvit system work, roofing work and parking lot paving work; and then (3) sell the improved building to Tuffli Family Foundation;

WHEREAS, after acquiring the property, the Tuffli Family Foundation will lease the Property to the Baker Corporation to support its business operations for the manufacturing and/or assembly of tanks, containers, pumps, filtration systems, trench shoring equipment and/or any equipment, parts or materials related to such tanks, containers, pumps, filtration systems, or trench shoring equipment;

WHEREAS, the corporate authorities of the Village of Glenwood find that the acquisition of the Property, its improvement, and its sale to the Tuffli Family Foundation is necessary and beneficial to future economic development within the Village and in the Village's best interests;

WHEREAS, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*, the Village of Glenwood established a redevelopment project area known as the Industrial Redevelopment Project Area;

WHEREAS, the Property is located within the Village's Industrial Redevelopment Project Area;

WHEREAS, the payment of property acquisition costs and the payment of the renovation and improvement costs for the Property are eligible redevelopment costs under the Tax Increment Allocation Redevelopment Act;

WHEREAS, the Tax Increment Allocation Redevelopment Act would allow the Village to use tax increment funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to fund eligible costs in the Industrial Redevelopment Project Area because both the Halsted and Holbrook Redevelopment Project Area and the Industrial North Redevelopment Project Area are contiguous to the Industrial Redevelopment Project Area;

WHEREAS, the Village desires to utilize existing funds from the Industrial Redevelopment Project Area and, if necessary, use existing funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to acquire and improve the Property; and

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

Section 1. Recitals.

The foregoing recitals are true, a material part of this Resolution, and are incorporated herein as if they were fully set forth in this section.

Section 2. Approval of Real Estate Sale Contract to acquire the Property.

The Village of Glenwood herein approves the Real Estate Sale Contract attached as Exhibit A for the acquisition of the Property and authorizes the Village President or the Village Administrator to execute said contract for and on behalf of the Village of Glenwood.

Section 3. Approval of the Real Estate Sale Contract and Redevelopment Agreement with the Tuffli Family Foundation.

The Village of Glenwood herein approves the Real Estate Sale Contract and Redevelopment Agreement with the Tuffli Family Foundation attached as Exhibit B for the sale of the Property to the Tuffli Family Foundation and authorizes the Village President or the Village Administrator to execute said contract for and on behalf of the Village of Glenwood.

Section 4. Authorization to close upon the acquisition of the Property.

So long as the Tuffli Family Foundation does not exercise its right to cancel the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B, the Village is authorized to close upon and take ownership of the Property pursuant to the Real Estate Sale Contract attached as Exhibit A. The Village President or his designee, the Village Administrator and the Village Attorney are given the authority to execute on behalf of the Village such documents that are necessary for the Village to purchase the Property, said documents to include, but may not necessarily be limited to: closing statements, Grantor-grantee statements, wire

instructions, wire transfers, ALTA statements, documents required by the title company to close the transaction including any escrow instructions or agreements, and such other documents as may be typically required to close real estate transactions.

Section 5. Authorization to use tax increment funds to acquire and improve the Property.

The Village's Finance Director is herein authorized to make payment by a certified check or by a wire transfer from the tax increment fund for the Industrial Redevelopment Project Area and, if deemed necessary, to permanently transfer tax increment funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to the tax increment fund for the Industrial Redevelopment Project Area in such amount that is necessary to accomplish the Village's purchase of the Property and all transaction expenses, prorations, fees and costs that are the responsibility of the Village to pay in order to close the transaction pursuant to the contract attached as Exhibit A. The Village's Finance Director is further authorized to pay the costs of improving the Property pursuant to the requirements of the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B by using tax increment funds for the Industrial Redevelopment Project Area and, if deemed necessary, to permanently transfer tax increment funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to the tax increment fund for the Industrial Redevelopment Project Area in such amount that is necessary to fund such improvements.

Section 6. Authorization to close upon the sale of the Property.

After the completion of the improvements that the Village is required to make to the Property pursuant to the Real Estate Sale Contract and Redevelopment Agreement with the

Tuffli Family Foundation attached as Exhibit B, the Village is authorized to close upon the sale of the Property to the Tuffli Family Foundation pursuant to the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B. The Village President or his designee, the Village Administrator and the Village Attorney are given the authority to execute on behalf of the Village such documents that are necessary for the Village to sell the Property, said documents to include, but may not necessarily be limited to: warranty deed, closing statements, Grantor-grantee statements, wire instructions, wire transfers, ALTA statements, documents required by the title company to close the transaction including any escrow instructions or agreements, an affidavit of title, bill of sale and such other documents as may be required to close real estate transactions pursuant to the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B.

Section 7. Home Rule.

This Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Resolution should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

Section 8. Effective Date.

This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED by roll call vote this 5th day of November, 2013.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 5th day of November, 2013.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

EXHIBIT A

(Real Estate Sale Contract for the Village's acquisition of the Property)

EXHIBIT B

(Real Estate Sale Contract and Redevelopment Agreement for the improvement of the Property
and its Sale to the Tuffli Family Foundation)

AMENDED REAL ESTATE SALE CONTRACT

1. **Purchaser/Price/Property.** Village of Glenwood, an Illinois Municipal Corporation, ("Village" or "Purchaser") agrees to purchase at a price of \$450,000.00 (Four Hundred Fifty Thousand Dollars) on the terms set forth herein the real estate legally described in Exhibit A (the "Real Estate")

2. **Sellers/deed.** Tigris Properties, Inc. an Illinois corporation ("Seller") agrees to sell the Real Estate identified in Exhibit A at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, or Purchaser's nominee, title thereto by a recordable warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2013 (payable in 2014) which are not yet due and payable at closing; and (d) general taxes for the year 2014 and subsequent years.

3. **Closing.** The closing shall be on or before the earlier of earlier: (1) December 31, 2013 or (2) a date that is 7 days after the Purchaser provides notice to Seller that it is prepared to close, unless subsequently mutually agreed otherwise, at the office of the title company, provided title for the real estate is shown to be good or is accepted by Purchaser. Seller warrants that the Real Estate shall be transferred to the Purchaser free and clear of the interests of any tenants.

4. **Closing Escrow.** On or prior to the Closing Date, the Purchaser and the Sellers shall establish an escrow with the Title Company through which the transfer of the real estate shall be closed (the "Closing Escrow"). The escrow instructions establishing the Closing Escrow shall be in the form customarily used by the Title Company with such special provisions added thereto as may be required to conform to the provisions of this Agreement. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner be superseded by the escrow. The escrow costs and fees shall be split by the parties.

5. **Sellers' Deliveries.** On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company (or deliver to the Village, or its designee) the following, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the Real Estate to the Village;
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate;
- (iii) An Affidavit of Title signed by the Seller of the Real Estate in the form attached as Exhibit B.

- (iv) A Bill of Sale for all improvements and fixtures located on the Real Estate, if any, in the customary form.
- (v) All documents necessary to release any mortgages, liens or other interests in the property.
- (vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

6. Purchaser's Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Purchaser shall deposit with Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser less any applicable credits.
- (iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

7. Joint Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.

8. Closing Costs. The Closing costs shall be paid as follows:

By Sellers:

- (a) Preparation of the Deeds and documents required of the Sellers
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees
- (d) The cost of the Owner's title insurance policy providing extended coverage
- (e) Survey
- (f) Any other closing costs charged to the Sellers that are not otherwise allocated pursuant to this Section.

By Purchaser:

- (a) Preparation of the documents required of the Purchasers
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) Any other closing costs charged to the Purchaser that are not otherwise allocated pursuant to this Section.

9. No Broker involvement. The Purchaser and Seller each represents to the other that it did not use the services of any real estate broker and that no broker's commission needs to be paid. Should it be determined by a court of competent jurisdiction that any commission is due and owing to any Broker, the party who executed the listing agreement which is the basis for the commission to be paid shall be solely responsible.

10. Plat of Survey. Seller, at its own expense, shall within 7 days after the Village's execution of this contract, furnish Purchaser a current ALTA plat of survey for the real estate certified by the surveyor as having been made, in compliance with Illinois Land Survey Standards. The survey shall comply with all requirements that are sufficient for the Title Company to provide the Purchaser with extended title insurance coverage at closing.

11. Title commitment. Upon the execution of this contract, the Village shall order an owner's title insurance policy issued by the Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended Seller subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. The cost of the Owner's title insurance policy providing extended coverage for the Purchaser shall be paid by Seller.

12. Survey defects. If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "defects"), Purchaser shall notify Seller in writing within the Feasibility Period. Seller shall then have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the Feasibility Period shall be extended 45 days from the date of delivery of Purchaser's notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser. If Seller fails to have the unpermitted exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within 30 days from the date of delivery of Purchaser's notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, Purchaser may, during the then extended Feasibility Period, terminate this Agreement. If Purchaser elects to give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, this Agreement shall become null and void without further action of the parties. Or, if Purchaser does not give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, then Purchaser shall take title to the Real Estate as is at closing and accept any unpermitted exceptions disclosed on the title commitment and all survey defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

13. Real estate taxes and proration. Any and all unpaid real estate taxes due and payable prior to closing, if any, shall be paid by Seller prior to closing or out of the closing proceeds. If necessary, Sellers shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company's requirements pertaining to its payment of previously due but unpaid real estate taxes.

Real Estate taxes not yet due and owing at the time of closing, if any, shall be prorated at closing with Sellers giving Purchaser a credit at closing of an amount equal to the prorated amount of real estate taxes that are not yet due and owing through and including the date of closing.

2013 real estate taxes that are payable in 2014 but not yet due and owing as of the date of closing shall be determined based upon 105% of property taxes for the last full year for which such taxes are ascertainable. Then, upon the determination of the actual 2013 property taxes, the 2013 property taxes shall be reprorated with the Purchaser (after receiving the benefit of any property tax exemptions) responsible for paying the 2013 property taxes for the period of time after the date of closing and Sellers responsible for paying the 2013 property taxes for the period of time prior to and including the date of closing. Upon reproration of the 2013 property taxes, Seller and Purchaser shall pay to the other any amount that may be due.

The reproration requirements of this Section 13 shall survive closing and shall not be merged with the deed(s) at closing.

14. Real Estate Transfer Taxes. At closing, Seller and Purchaser shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois showing the transfer of the Real Estate to Purchaser as being exempt from any State, County or local real estate transfer taxes.

15. Personal property. All personal property and fixtures located on or within real estate, if any, shall be transferred to the Purchaser at closing by a Bill of Sale which is in a form that is acceptable to the Purchaser.

16. Purchaser's due diligence period and right to cancel. Purchaser shall have until 5:00 p.m. on December 4, 2013 to evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Real Estate are satisfactory to Purchaser in all respects, including but not limited to, the ability of Purchaser to transfer the Real Estate to another entity, the existence of any unpermitted exceptions as disclosed in the title commitment, the existence of any defects as disclosed in the survey, and all other circumstances related to the Purchaser's use and need for the Real Estate.

From and after the date of this Agreement through the expiration of the Feasibility Period, Purchasers and Purchaser's Representatives shall have, upon reasonable advance notice, access to and entry upon the Real Estate and any improvements located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the Real Estate. Purchaser shall restore any damage to the Real Estate caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Purchaser shall indemnify and hold Seller and their respective officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspections of the Real Estate.

Purchaser may terminate this Agreement at any time during the Feasibility Period or during any extended Feasibility Period for any reason by giving written notice to the Seller mailed with the due diligence period to Seller's address set forth in the signature section of this contract. If Purchaser does not timely mail a notice of termination under this Section, then Purchaser shall be deemed to have waived its conditions and rights under this paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

The parties may agree to extend the Purchaser's Feasibility Period by agreement.

17. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

18. IRS Section 1445. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that they are therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

19. Time is of the essence. Time is of the essence for this Agreement.

20. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

21. Amendment. This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Purchaser approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

22. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

23. Illinois Law. This Agreement shall be construed its accordance with the laws of the State of Illinois.

24. Interpretations. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

25. Execution. All the parties to this Agreement represent that they are authorized to enter into this agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

[Signatures are on the next page]

SELLER Tigris Properties, Inc. 18 W 113 Belair Cert. Darien, Illinois 60561 By: _____ Its: _____ Date: _____	PURCHASER Village of Glenwood One Asselborn Way Glenwood, IL. 60425 By: _____ Kerry Durkin Village President Date: _____
SELLER ATTEST Its: Corporate Secretary	PURCHASER ATTEST Ernestine Dobbins Village Clerk Glenwood

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to respectively be the President and Secretary of Tigris Properties, Inc., an Illinois corporation, as the free and voluntary act of Tigris Properties, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this ____th day of _____, 2013.

Notary Public

EXHIBIT A TO REAL ESTATE SALE CONTRACT
(Legal Description of real estate)

Lots 1 and 2 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the South 381.65 feet of the Northeast $\frac{1}{4}$ and part of the South 381.65 feet of the Northwest $\frac{1}{4}$ of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PINs: 32-09-102-004-0000 and 32-09-102-005-0000

Common Address: 537 W. 195th St., Glenwood, Illinois 60425

EXHIBIT B TO REAL ESTATE SALE CONTRACT
(Form of Affidavit of Title)

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, Tigris Properties, Inc., an Illinois Corporation, hereinafter referred to as Seller does hereby depose and say as follows:

1. Seller owns the legal title in certain real estate (hereinafter referred to as the "Property") which is legally described as follows:

[LEGAL TO BE INSERTED WHEN KNOWN]

PIN#: _____

2. Seller is an Illinois Corporation in good standing. The sole officer, shareholder and director of Tigris Properties, Inc. is Sam Venouziou.

3. This Affidavit is made by Seller in connection with the sale of the Property to the Village of Glenwood, hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.

4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. **Seller also state that he has not done anything to the Property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.**

5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except Seller, and that there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

7. To the best of Seller's knowledge and belief, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.

8. To the best of Seller's knowledge and belief, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the best of Seller's knowledge and belief, there are no presently existing violations of any restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. Except for the Village of Glenwood given it is the purchaser, neither Seller nor his agents have received any notice from any other city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

12. Under penalty of perjury, Seller declares that he has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: _____, 2013.

SELLER

Sam Venouziou, its President.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the _____ of the Tigris Properties, Inc. as the free and voluntary act of the Tigris Properties, Inc. for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2013.

Notary Public

REAL ESTATE SALE CONTRACT AND REDEVELOPMENT AGREEMENT

1. **Purchaser/Price/Property.** Tuffli Family Foundation a California corporation authorized to do business in the State of Illinois, ("Tuffli" or "Purchaser") agrees to purchase at a price of \$750,000.00 (Seven Hundred Fifty Thousand Dollars) on the terms set forth herein the real estate legally described in Exhibit A (the "Real Estate").

2. **Sellers/deed.** The Village of Glenwood, an Illinois municipal corporation ("Village" or "Sellers") agrees to sell the Real Estate identified in Exhibit A at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, or Purchaser's nominee, title thereto by a recordable warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2013 (payable in 2014) which are not yet due and payable at closing; and (d) general taxes for the year 2014 and subsequent years.

3. **Earnest Money.** Within 5 business days after the execution of this contract by all parties, the Purchaser shall pay earnest money to the Sellers in the amount of \$20,000, which shall be held by the Village and credited, without interest, to the Purchaser at closing. Within 5 days after expiration of the Purchaser's Feasibility Period set forth in Section 17, the Purchaser shall pay additional earnest money to the Sellers in the amount of \$20,000.00, which shall be held by the Village and credited, without interest, to the Purchaser at closing. If for any reason this contract is terminated for a reason that is not the fault of the Purchaser, all the earnest money shall be returned to Purchaser without interest.

4. Payment and Mortgage.

A. Purchaser shall pay Four Hundred Thousand Dollars (\$400,000.00) of the purchase price at closing by cash (certified check) and the balance of the purchase price of \$350,000.00 by executing the Note and First Mortgage in the form attached hereto as Group Exhibit B to this Agreement which shall be completed and finalized by the Seller prior to closing in order to insert information dependent upon the closing date once the closing date has been established. To the extent the Purchaser may be entitled to any credits from the Seller at closing (i.e. real estate tax proration) the credit shall apply to the cash portion of the payment due at closing.

B. **Payment credit.** On each date that the Purchaser is required to make an annual payment to the Seller pursuant to the Note and the Mortgage executed by the Purchaser at closing, the Seller shall waive and forever forgive its right to receive the amount of said annual payment under the Note and Mortgage provided that each and every one of the following conditions are met:

1. All property tax bills that have been issued for the Real Estate prior to the date that the annual payment is due on the Note and Mortgage have been made. No claim may be made that the Real Estate is exempt from property taxation.

2. The Real Estate is continuously owned by Purchaser and leased to Baker Corp. ("Baker") for the one year period prior to the date that an annual payment is due on the Note and Mortgage and used by Baker Corp. for the support of its business operations for the manufacturing and/or assembly of tanks, containers, pumps, filtration systems, trench shoring equipment and/or any equipment, parts or materials related to such tanks, containers, pumps, filtration systems, or trench shoring equipment.
3. Employment of at least 10 full-time employees or full-time equivalent employees by Baker Corp. that are performing operations at the Real Estate during the entire previous calendar year. Purchaser's lease to Baker shall provide that, upon request by the Village, Baker shall allow the Village to review payroll documentation reasonably requested by the Village for the purpose of determining whether this requirement has been met.
4. Until full payment of the Note is received by the Village of Glenwood, Purchaser shall provide continuing proof of property insurance for the Real Estate in an amount that shall not be less than \$750,000.00 naming the Village of Glenwood as a loss payee.

When the Seller is required to waive the amount of any annual payment that is due under the Note and Mortgage as a result of this Section 4, the Seller shall document the waiver by a resolution of its corporate authorities and provide a copy of same to Purchaser. Upon the waiver of the amount of any annual payment due to the Seller, the Seller shall credit the Purchaser with having made the amount of said waived annual payment and apply such credit against the indebtedness due to the Seller under the Note and the Mortgage. After the receipt of a credit for any annual payment, all future annual payments shall remain due and owing by Purchaser to the Seller pursuant to the Note and Mortgage unless the Seller is also required to waive such later annual payments pursuant to this Section 4 and all of its subparagraphs.

C Purchaser's waiver of any right to challenge the validity of the Note and Mortgage.

The Purchaser, by executing the Note and Mortgage, represents and warrants to the Seller that the Note and Mortgage are in all respects valid and enforceable against it and waives any claim or defense that either the Note or Mortgage is in any manner: (1) improper in form or in substance; (2) not enforceable against the Purchaser; and (3) further waives any claim that either the Note or Mortgage is contrary to any statute, law or regulation. In the event, Purchaser breaches the representation and warranty that it gives to the Seller in this Section, the Purchaser shall immediately pay the Seller any and all unpaid amounts due and owing the Seller under the Note or Mortgage, notwithstanding the Purchaser's claim of invalidity.

D. Seller's waiver of any right to refuse to issue timely waiver of payment.

Upon Purchaser's execution of the Note and Mortgage, and upon Purchaser's timely fulfillment of the conditions set forth in Section 4(B), above, Seller waives any right to claim that Purchaser is not entitled to the issuance of a waiver for the annual payment. In the event that Seller breaches its obligation under this Section and the assurance it gives to Purchaser under this Section, then Seller shall be deemed to have issued the appropriate waiver, and Seller shall not be entitled to pursue any remedy against Purchaser for non-payment of such annual payment notwithstanding any claim of Seller of non-payment.

E. Survives Closing. All the provisions of this Section 4, all of its subparagraphs, and the terms of the Note and Mortgage executed at closing are herein intended to survive closing and shall not in any manner be intended or interpreted by any either the Seller Purchaser as being merged with the deed given by the Seller to the Purchaser at closing.

5. Closing/Village improvements. The closing shall occur not more than 30 days after all the Demolition Work, Fire Sprinkler System Work, Metal Wall Cladding & Dryvit System Work (excluding any alternates) and Roofing Replacement Work (excluding any alternates) as itemized in Group Exhibit C has been completed by and at the expense of the Village. The above work shall be completed no later than 120 days after the Village acquires title to the Real Estate and such additional number of days during which work could not be performed as a result of adverse weather conditions. In addition to the above referenced categories of work, the Village shall at its expense also perform the Parking Lot Paving Work which is also itemized in Group Exhibit C. As the Parking Lot Paving Work is dependent upon the weather and the availability of asphalt, the closing shall not be delayed in the event the Parking Lot Paving Work is not completed prior to closing. In the event, the Parking Lot Paving Work is not completed prior to closing, the Village shall perform the Parking Lot Paving Work after closing, at the Village's expense, within a reasonable time after closing taking into account the weather and the availability of materials. Notwithstanding the foregoing, Purchaser shall have the right to terminate this contract if the closing has not occurred, through no fault of the Purchaser by October 1, 2014. Closing shall take place at the office of the Title Company and shall be contingent upon the completion of each of the following:

- A. The Village acquiring title to the Real Estate.
- B. The Village's Completion of the Demolition Work, Fire Sprinkler System Work, Metal Wall Cladding & Dryvit System Work (excluding any alternates) and Roofing Replacement Work (excluding any alternates) as itemized in Group Exhibit C.
- C. At closing, the Purchaser shall provide Seller: (1) a corporate resolution authorizing the execution of said Note and First Mortgage by the individual executing said documents on behalf of the Purchaser; and (2) a property insurance binder insuring the real estate in an amount that shall not be less

than \$750,000.00 naming the Village of Glenwood as a loss payee on the policy.

6. Closing Escrow. On or prior to the Closing Date, the Purchaser and the Sellers shall establish an escrow with the Title Company through which the transfer of the real estate shall be closed (the "Closing Escrow"). The escrow instructions establishing the Closing Escrow shall be in the form customarily used by the Title Company with such special provisions added thereto as may be required to conform to the provisions of this Agreement. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner be superseded by the escrow. The escrow costs and fees shall be split by the parties.

7. Sellers' Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company (or deliver to the Purchaser, or its designee) the following, each duly executed and notarized, as appropriate:

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the real estate to the Purchaser;
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate;
- (iii) An Affidavit of Title signed by the Seller of the Real Estate in the form attached as Exhibit D with such revisions being made to address the payment of any outstanding amounts due the contractor or claimed by the contractor as of the day of closing.
- (iv) A Bill of Sale for all improvements and fixtures located on the Real Estate, if any, in the customary form.
- (v) All documents necessary to release any mortgages, or liens in the property, if any, other than the Mortgage given by Purchaser at closing.
- (vi) Waivers of lien for the improvements described in Group Exhibit C or other evidence that the Village is withholding satisfactory funds to pay outstanding amounts not yet due or payable to the contractor at closing or the Village's agreement to indemnify the Purchaser/Title Company for any such unpaid contractor claims.
- (vii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise

reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

- (viii) An assignment of the all warranties for the work itemized in Group Exhibit C

8. Purchaser's Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Purchaser shall deposit with Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:

- (i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser less any applicable credits.
- (iii) The executed Note and Mortgage which shall be finalized by the Seller and be in substantial compliance with the form of the Note and Mortgage attached as Group Exhibit B.
- (iv) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

9. Joint Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (i) Closing Statement.
- (ii) State, and county transfer tax declarations and any required forms completed to establish that the transfers is exempt from any State, County or Village real estate transfer taxes that is applicable because the transfer is made by a public entity.

10. Closing Costs. The Closing costs shall be paid as follows:

By Sellers:

- (a) Preparation of the Deeds and documents required of the Sellers
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees
- (d) The cost of the Owner's title insurance policy.
- (e) Recording fees for the Mortgage
- (f) Survey
- (g) Any other closing costs charged to the Sellers that are not otherwise allocated pursuant to this Section.

By Purchaser:

- (a) Preparation of the documents required of the Purchasers
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) The cost of the title insurance policy for the Mortgage.
- (f) Any other closing costs charged to the Purchaser that are not otherwise allocated pursuant to this Section.

11. No Broker involvement. The Purchaser and Seller each represents to the other that it did not use the services of any real estate broker and that no broker's commission needs to be paid.

12. Survey. Seller, at its own expense, shall furnish Purchaser, not less than 15 days prior to the expiration of the Feasibility Period: (1) a current plat of survey that is not more than 6 months old for the real estate certified by the surveyor as having been made, in compliance with Illinois Land Survey Standards; or (2) a survey and an affidavit of no changes that is otherwise acceptable to the Title Company for the issuance of extended coverage.

13. Title commitment. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 15 days prior to the expiration of the Feasibility Period, a survey and a title commitment for an owner's title insurance policy issued by the Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the then current owner of the Real Estate subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above in Section 2, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Sellers shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

14. Survey defects. If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "survey defects"), Purchaser shall notify Seller in writing within the Feasibility Period. Seller shall then have 30 days from the date of delivery thereof to have the

exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the Feasibility Period shall be extended 45 days from the date of delivery of Purchasers notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser. If Seller fails to have the unpermitted exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within 30 days from the date of delivery of Purchasers notice to Sellers that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, Purchaser may, during the then extended Feasibility Period, terminate this Agreement. If Purchaser elects to give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, this Agreement shall become null and void without further action of the parties. Or, if Purchaser does not give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, then Purchaser shall take title to the Real Estate as is at closing and accept any unpermitted exceptions disclosed on the title commitment and all survey defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

15. Real estate taxes and proration. Any and all unpaid real estate taxes due and payable prior to closing, if any, shall be paid by Seller prior to closing or out of the closing proceeds.

Real Estate taxes not yet due and owing at the time of closing, if any, shall be prorated at closing with Seller giving Purchaser a credit at closing of an amount equal to the prorated amount of real estate taxes that are not yet due and owing through and including the date of closing.

2013 real estate taxes that are payable in 2014 but not yet due and owing as of the date of closing shall be determined based upon 100% of property taxes for the last full year for which such taxes are ascertainable. Then, upon the determination of the actual 2013 property taxes, the 2013 property taxes shall be reprorated with the Purchaser responsible for paying the 2013 property taxes for the period of time after the date of closing and Seller (after receiving the benefit of any property tax exemptions obtained by Seller) responsible for paying the 2013 property taxes for the period of time prior to and including the date of closing. Upon reparation of the 2013 property taxes, Seller and Purchaser shall pay to the other any amount that may be due.

This Section 15 shall survive closing and shall not be merged with the deed(s) at closing.

16. Personal property. All personal property and fixtures located on or within real estate, if any, shall be transferred to the Purchaser at closing by a Bill of Sale which is in a form that is acceptable to the Purchaser.

17. Purchaser's due diligence period and right to cancel. Purchaser shall have until 4:30 p.m., Central Time on December 2, 2013 to evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the

Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Real Estate, including but not limited to any unpermitted exceptions as disclosed in the title Commitment or any defects as disclosed in the survey, are satisfactory to Purchaser in all respects.

From and after the date of this Agreement through the expiration of the Feasibility Period, Purchaser and Purchaser's Representatives, pursuant to the Seller's contract to acquire the Real Estate from its current owner shall have, upon reasonable advance notice, access to and entry upon the Real Estate and any improvements located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the Real Estate. Purchaser shall restore any damage to the Real Estate caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Purchaser shall indemnify and hold Seller and the current owners and their respective officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspections of the Real Estate.

Purchaser may terminate this Agreement at any time during the Feasibility Period for any reason by giving written notice to the Seller. If Purchaser does not timely give a notice of termination under this Section, then Purchaser shall be deemed to have waived its conditions and rights under this paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

The parties may agree to extend the Purchaser's Feasibility Period by agreement.

18. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

19. IRS Section 1445. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that they are therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

20. Time is of the essence. Time is of the essence for this Agreement.

21. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

22. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Purchaser approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

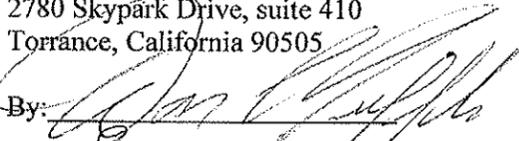
23. **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

24. **Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.

25. **Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

26. **Execution.** All the parties to this Agreement represent that they are authorized to enter into this agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations on the dates set forth below.

<p>SELLER Village of Glenwood One Asselborn Way Glenwood, IL. 60425</p> <p>By: _____ Kerry Durkin Village President</p> <p>Date: _____</p>	<p>PURCHASER Tuffli Family Foundation 2780 Skypark Drive, suite 410 Torrance, California 90505</p> <p>By:  Its: PRES</p> <p>Date: 10/22/13</p>
<p>SELLER ATTEST</p> <p>_____ Ernestine Dobbins Village Clerk Glenwood</p>	

ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 22, 2013 before me, Irena V. Nikolova, Notary Public personally appeared

Don L Tuffli, who proved to me on the basis of satisfactory evidence to be the person(s)

whose name(s) is are subscribed to the within instrument and acknowledged to me that

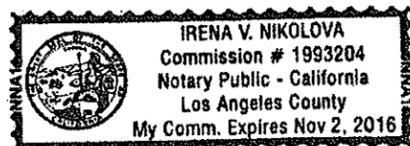
he/she/they executed the same in his/her/their authorized capacity(ies), and that by

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which

the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under

the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand & official seal.



Signature Irena Nikolova

(Seal)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Description of Attached Document

Title or Type of Document: Real Estate Sale Contract and Development Agreement

Document Date: 10/22/2013

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s):
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

**EXHIBIT A TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT
AGREEMENT**

(Legal Description of real estate)

Lots 1 and 2 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the South 381.65 feet of the Northeast ¼ and part of the South 381.65 feet of the Northwest ¼ of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PINs: 32-09-102-004-0000 and 32-09-102-005-0000

Common Address: 537 W. 195th St., Glenwood, Illinois 60425

**GROUP EXHIBIT B TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT
AGREEMENT**
(Form of Mortgage and Note)

Prepared by and after recording
Return to:
John Donahue
Rosenthal, Murphey, Coblenz &
Donahue
30 N. LaSalle, suite 1624
Chicago, Il. 60602

MORTGAGE

Dated: _____, 2013

THIS INDENTURE WITNESSETH:

That the undersigned mortgagor, **Tuffli Family Foundation** ("Mortgagor"), a California Corporation located at 2780 Skypark Drive, Suite 410, Torrance, California 90505 does hereby mortgage and warrant to the Village of Glenwood, a municipal corporation under the Constitution and laws of the State of Illinois of One Asselborn Way, Glenwood, Cook County, Illinois, 60425, ("Mortgagee"), the following described Real Estate as set forth in Exhibit 1 (hereinafter "Property," "Real Estate," or "Premises"), situated in Cook County, Illinois:

Together with all buildings, improvements, fixtures, or appurtenances now or to be erected on the Property, which are declared to be a part of the Real Estate whether physically attached to it or not; and also together with all easements and the rents, issues, and profits of the Premises that are hereby pledged, assigned, and transferred to Mortgagee, whether now due or to become due under or by virtue of any lease or agreement for the use or occupancy of the Property or any part of it, whether such lease or agreement is written or verbal and whether it is now or may be hereafter existing;

To have and hold the Property, with the buildings, improvements, fixtures, appurtenances, apparatus, and equipment unto Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of Illinois, which rights and benefits Mortgagor does hereby release and waive. On payment of the obligation hereby secured, and performance of all obligations under this Mortgage and the Note secured by this Mortgage, the Note shall be marked paid and delivered to the maker or the maker's successor, together with this Mortgage duly canceled and a release deed thereof executed.

This Mortgage is given by **Tuffli Family Foundation** ("Mortgagor") to the Village of Glenwood ("Mortgagee") to secure (a) the payment of a certain indebtedness from Mortgagor to Mortgagee evidenced by a Note made by Mortgagor in favor of Mortgagee bearing even date herewith in the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00), that is payable as provided in the Note, and on any additional advances made by Mortgagee to Mortgagor or Mortgagor's successors; (b) the performance of the other agreements in the Note, which note is hereby incorporated herein and made a part hereof; and (c) any future advances as herein provided, and to secure the performance of Mortgagor's covenants and agreements contained in this Mortgage. A copy of the Note is attached hereto as Exhibit 2.

SECTION ONE. PAYMENT OF PRINCIPAL AND INTEREST; TAXES; INSURANCE.

Mortgagor Covenants as Follows:

(A) To pay the indebtedness and the interest thereon as herein and in the Note provided, or according to any agreement extending the time of payment thereof, and to pay when due and before any penalty attaches all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges against the Property (including those previously due), and to furnish Mortgagee on request, duplicate receipts therefore and all such items extended against the Property shall be conclusively deemed valid for the purposes of this requirement;

(B) To keep the improvements now or hereafter on the Premises insured against damage by fire, windstorm, and such other hazards or liability as Mortgagee may require to be insured against, until the indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, for the full and insurable value thereof, in such companies and in such form as shall be satisfactory to Mortgagee; and in case of loss under the policies, Mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims under them, and Mortgagor agrees to sign, on demand, all receipts, vouchers, releases, checks, and drafts required of Mortgagor to be signed by insurance companies. Mortgagee shall be named as a loss payee on the Mortgagor's property insurance. Mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness hereby secured, to a restoration of the Property, or to the discharge of any obligation insured against, but payments shall continue to be made by Mortgagor when due until the indebtedness is paid in full. Mortgagor hereby appoints any officer of Mortgagee as Mortgagor's attorney in fact to receipt for and endorse in the name of Mortgagor or Mortgagor's successor in title all checks and drafts received in payment of any casualty loss;

(C) Immediately after destruction or damage, to commence and properly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Premises unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering the destruction or damage;

(D) To keep the Premises in good condition and repair without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien of this Mortgage;

(E) Not to suffer or permit any unlawful use of or nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act;

(F) To comply with all requirements of law with respect to the Mortgaged Premises and their use;

(G) Not to suffer or permit, without the prior written permission of Mortgagee, (1) any use of the Property for any purpose other than that for which it is now used, (2) any alterations, additions, demolition, removal, or sale of any improvements, apparatus, appurtenances, fixtures, or equipment now or hereafter on the Property, (3) a purchase on conditional sale, lease, or agreements under which title is reserved in the vendor, of any apparatus, fixtures, or equipment to be placed in or on any buildings or improvements on the Property;

(H) To complete within a reasonable time any buildings or improvements now or at any time in the process of erection on the Premises, in accordance with the plans and specifications furnished to Mortgagee by Mortgagor. In the event of the failure of Mortgagor to do so, Mortgagee at its option may complete the buildings or improvements and the amount expended therefore shall be so much additional indebtedness secured hereby;

(I) To appear in and defend any proceeding that in the opinion of Mortgagee affects its security under this mortgage, and to pay all costs, expenses, and attorney fees incurred or paid by mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage;

(J) That Mortgagor will not convey or cause to be conveyed Mortgagor's equity of redemption in and to the Real Estate above described, without the prior written consent of Mortgagee;

(K) that whenever Mortgagor fails to procure and deliver to Mortgagee a renewal insurance policy to protect against the hazards enumerated above not less than 60 days before the expiration date of the policy, Mortgagee is authorized to procure the renewal policy of insurance and the premium therefor, and shall be paid by Mortgagor on demand; and

(L) Mortgagee shall have the right to inspect the Premises at all reasonable times and access shall be permitted for that purpose.

SECTION TWO. PROTECTION OF LIEN. Mortgagor Further Covenants:

That in the case of failure to perform any of the covenants in this Mortgage, Mortgagee may do on Mortgagor's behalf everything so covenanted; Mortgagee may also do any act it may deem necessary to protect the lien hereof. Mortgagor will repay on demand any money paid or disbursed by Mortgagee for any of the above purposes and such money, together with interest thereon at a rate of five percent (5%) per annum above the interest rate then payable on the indebtedness shall become so much additional indebtedness hereby secured, and if not so repaid, may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of

sale of the Premises if not otherwise paid. Mortgagee need not inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring Mortgagee to advance any money for any purpose or do any act under this Mortgage. Mortgagee shall not incur any personal liability on account of anything it may do or omit to do under this Mortgage. Except, absent exigent circumstances, Mortgagee shall not pay any mechanics' liens against the Property until it provides Mortgagor 15 calendar days written notice of its intent to do so. If within said 15 calendar day period, Mortgagor posts a bond or a letter of credit for the benefit of the Mortgagee in an amount sufficient to cover all mechanics' liens, then the Mortgagee shall refrain from paying any mechanics' lien so long as the bond or letter of credit remains in effect. In no event, however, shall the Mortgagor allow the foreclosure of any mechanics' liens.

SECTION THREE. SECURING PAYMENT OF NOTE.

It is the intent hereof to secure payment of the Note, whether the entire amount has been advanced to Mortgagor at the date hereof or at a later date, or having been advanced, is repaid in part and further advances made at a later date.

SECTION FOUR. ASSUMPTION OF DEBT.

Except as prohibited by law, the undersigned agrees that in the event the Real Estate described herein is sold or conveyed to any person other than the undersigned, then the Note secured by this Mortgage shall become at once due and payable, anything herein contained to the contrary notwithstanding.

SECTION FIVE. SUCCESSOR IN INTEREST.

In the event of the ownership of the Property or any part of it becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with Mortgagor, and may forbear to sue or may extend the time of payment of the debt hereby secured without discharging or in any way affecting the liability of Mortgagor under this Mortgage or on the debt secured by it.

SECTION SIX. TIME OF THE ESSENCE.

Time is of the essence. If default is made in performing any covenant herein or making any payment under the Note or obligation or any extension or renewal thereof, if proceedings are instituted to enforce any other lien or charge on or against any of the Property, on the filing of a proceeding in bankruptcy by or against any Mortgagor, if any Mortgagor makes an assignment for the benefit of Mortgagor's creditors or if Mortgagor's Property is placed under the control or in the custody of any court, if any Mortgagor abandons any of the Property or in the event of the transfer of, or agreement to transfer, any right, title, or interest in the Property or any part of it, or if any Mortgagor fails to complete within a reasonable time any building or buildings now or at any time in the process of erection on the Premises, then Mortgagee is hereby authorized and empowered at

its option and without affecting the lien hereby created or the priority of the lien or any right of Mortgagee under this mortgage to declare, without notice all sums secured hereby immediately due and payable, whether or not the default is remedied by Mortgagor, and to apply toward the payment of the Mortgage indebtedness any indebtedness of Mortgagee to Mortgagor, and Mortgagee may also immediately proceed to foreclose this Mortgage, and then any foreclosure sale may be made of the Premises in mass without offering the several part separately. In the event that the ownership of the Property or any part of it becomes vested in a person other than Mortgagor and any part of the sum secured hereby remains unpaid, and in the further event that Mortgagee does not elect to declare such sums immediately due and payable, Mortgagor shall pay a reasonable fee to Mortgagee to cover the cost of amending the records of Mortgagee to show the change of ownership.

SECTION SEVEN. FORECLOSURE.

On the commencement of any foreclosure, the court in which the complaint is filed may at any time either before or after sale and without notice to Mortgagor or any party claiming under Mortgagor, and without regard to the then value of the Premises, or whether the same is occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rent, issues, and profits of the Premises during the pendency of the foreclosure suit. During the statutory period of redemption, such rents, issues, and profits, when collected, may be applied before as well as after the sheriff's or magistrate's sale, toward the payment of the indebtedness, cost, taxes, insurance, or other items necessary for the protection and preservation of the Property, including the expenses of the receivership, or on any deficiency decree whether there is a decree therefore in personam or not, and if the receiver is appointed the receiver shall remain in possession until the expiration of the full period allowed by the statute for redemption, whether there is a redemption or not, and until the issuance of a deed in case of a sale, but, if no deed is issued, until the expiration of the statutory period during which it may be issued. No lease of the Premises shall be nullified by the appointment or entry in possession of a receiver, but the receiver may elect to terminate any lease junior to the lien of this Mortgage. On the foreclosure of the Premises, there shall be allowed and included as an additional indebtedness in the decree of sale, all expenditures and expenses together with interest thereon at the statutory rate which may be paid or incurred by or on behalf of Mortgagee for attorney fees; Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, transcriber's fees, sheriff's and magistrate's fees and commissions, court costs, publication costs, and costs that may be estimated as to and include items to be expended after the entry of a decree of procuring all such abstracts of title, title searches, examinations and reports, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute the suit or to evidence to bidders at any sale held pursuant to the decree the true title to or value of the Premises; all of which amounts, together with interest as herein provided, shall be immediately due and payable by Mortgagor in connection with: (A) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note secured hereby; (B) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (C) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding that might affect the Premises

or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the Premises, there first shall be paid out of the proceeds all of the above items, then the entire indebtedness whether due or payable by the terms hereof or not and the interest thereon to the time of such sale, and the excess, if any, shall be paid to Mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money.

SECTION EIGHT. CONDEMNATION.

In the event the mortgaged Property or any part of it is taken by condemnation, Mortgagee is hereby empowered to collect and receive all compensation that may be paid for any property taken or for damages to any property not taken by condemnation. All condemnation money so received shall be promptly applied by Mortgagee as it may elect to the immediate deduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged.

SECTION NINE. REMEDIES CUMULATIVE.

Each right, power, and remedy herein conferred on Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently. No waiver by Mortgagee of performance of any covenant herein or in the obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce the performance of the same or any other of the covenants. Wherever the context requires, the masculine gender as used in this mortgage shall include the feminine, and the singular number shall include the plural. All rights and obligations under this Mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of Mortgagor and successors and assigns of Mortgagee. The powers contained in this Mortgage may be exercised as often as the occasion therefore arises.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this Mortgage the day and year first above written.

MORTGAGOR: Tuffli Family Foundation

By: _____

_____ [insert printed name]

Its: _____

Date: _____

EXHIBIT 1 TO THE MORTGAGE

(Legal Description, PIN# and address for the Real Estate)

Lots 1 and 2 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the South 381.65 feet of the Northeast $\frac{1}{4}$ and part of the South 381.65 feet of the Northwest $\frac{1}{4}$ of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PINs: 32-09-102-004-0000 and 32-09-102-005-0000

Common Address: 537 W. 195th St., Glenwood, Illinois 60425

EXHIBIT 2 TO MORTGAGE
(Promissory Note)

PROMISSORY NOTE

Not to exceed \$350,000.00
Glenwood, Illinois

_____, 2013

For value received, **Tuffli Family Foundation** ("Mortgagor"), 2780 Skypark Drive, Suite 410, Torrance, California 90505, promises to pay to the order of the Village of Glenwood ("Village"), \$350,000.00 (Three Hundred Fifty Thousand Dollars) with interest on this note at the rate of 4% per year with interest computed always on the diminishing and unpaid principal balances of the debt, if any, evidenced by this instrument. All sums of principal and interest due shall be payable in 7 annual payments, due on the dates set forth in the loan amortization and payment schedule which is attached as Exhibit 1 to this Note, at the Village of Glenwood, One Asselborn Way, Glenwood, Illinois 60425, or at any other place the Village of Glenwood, any of its successors or assignees, may specify in writing.

The Mortgagor shall be entitled to make payments under this Note pursuant to section 4(B) of the Real Estate Sale Contract and Redevelopment Agreement ("the Agreement") dated _____, 2013 between Mortgagor and Village. The terms, conditions, and rights set forth in Section 4(B) of the Agreement are expressly incorporated into and made a part of this Promissory Note.

The Mortgagor may pre-pay any portion of the principal at any time without any penalty. But, a partial pre-payment of principal or any credit given to Mortgagor shall not reduce any subsequent annual amounts due under the loan amortization and payment schedule established for the full amount borrowed from the Village; which annual payments amount shall continue to be paid to until the loan is fully paid.

This note is secured by a mortgage given under the same date as this instrument; and all persons to whom this instrument may come are referred to the mortgage for its effect on this Note and the application of the amounts paid pursuant to the mortgage, for the procuring of releases of Property from its lien on the indebtedness evidenced by this instrument.

The Mortgagor waives demand, presentment for payment, protest, and notice of nonpayment and of dishonor. The Mortgagor agrees to pay a reasonable attorney's fee, including reasonable appellate court fees, if any, if this note is placed in the hands of an attorney for collection after default.

Tuffli Family Foundation

By: _____

[insert printed name]

Its: _____

Date: _____

EXHIBIT 1 TO NOTE
(LOAN AMORTIZATION AND PAYMENT SCHEDULE)

AMORTIZATION AND PAYMENT SCHEDULE

Borrower/Mortgagor: Tuffli Family Foundation
Lender: Village of Glenwood
Amount Borrowed: \$350,000.00 U.S.
Annual Interest rate 4.00%
No. of payments: 7 annual payments

Payment due date	Total Payment due	Interest portion	Principal portion	Principal Due after payment
TBD*	\$58,313.36	\$14,000.00	\$44,313.36	\$305,687
TBD*	\$58,313.36	\$12,227.47	\$46,085.90	\$259,601
TBD*	\$58,313.36	\$10,384.03	\$47,929.33	\$211,671
TBD*	\$58,313.36	\$8,466.86	\$49,846.51	\$161,825
TBD*	\$58,313.36	\$6,473.00	\$51,840.37	\$109,985
TBD*	\$58,313.36	\$4,399.38	\$53,913.98	\$56,071
TBD*	\$58,313.36	\$2,242.82	\$56,070.54	\$0
Totals	\$408,193.55	\$58,193.55	\$350,000.00	

* Payments due dates to be determined based on the closing date. The first payment due date shall be one year after the date of closing with each subsequent payment due date being one year after the previous due date

**GROUP EXHIBIT C TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT
AGREEMENT**

(Description of Demolition Work, Fire Sprinkler System Work, Metal Wall Cladding & Dryvit
System Work (excluding any alternates) and Roofing Replacement Work (excluding any
alternates) and the Parking Lot Paving Work)



9961 WEST 151ST STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Demolition

Scope of Work:

1. Remove fencing in east edge of property.
2. Provide temporary construction fence 6' high with one minimum width of 15' drive gate on the south face in the west corner. Fence will install in west-south and east property lines and attached to existing north fence.
3. Demolish and remove all interior non load bearing walls inclusive of plumbing, electrical, and HVAC components.
4. Provide openings in exterior walls as prescribed by future tenants.

Total price \$ 106,600

Exclusion:

Performance bond and all municipal permits.

Payment Terms:

\$10,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,

Thomas M. Cachey
President, T. J. Cachey Builders, Inc. II



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September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Fire Sprinkler System

Scope of Work:

Furnish all labor and material necessary to install a complete two-zone wet-piped sprinkler system in accordance with NFPA Pamphlet 13, sketches, verbal instructions and our exclusions and clarifications as outlined below.

Protection in shop areas will be in accordance with Ordinary Hazard Group II for a manufacturing occupancy. Please note that storage will be limited to that which is miscellaneous to the manufacturing occupancy and will be limited to 12'-0" in height. Protection in the Office areas will be in accordance with Light Hazard.

Sprinklers in the office will be chrome pendent type with recessed escutcheons installed on concealed black piping and will be located at center or quarter points of ceiling tiles.

Please note that sprinklers in the handball courts may require that openings be cut into the existing ceiling (by others) to provide adequate access for installation of sprinklers.

All material will be industry standard and UL Listed or FM Approved as required.

We also include the double check detector assembly, one (1) 2 ½" valved outlet for the domestic water connection, one (1) Storz type fire department connection located immediately adjacent to the fire protection header, all other necessary valves, drains, waterflow detectors, inspectors test connections, spare sprinklers with fire sprinkler cabinet and shop drawings.

Total amount of \$ 120,200

Exclusions:

An adequately sized water service located within the building and properly flushed in accordance with NFPA Pamphlet 13.

Electrical wiring.

Painting or priming of piping or supports.

Standpipe system or other hose equipment.

Adequate heat in all areas containing sprinkler piping.

Fire extinguishers or fire extinguisher cabinets.

Seismic bracing.

Fire alarm system.

Permits and plan review fees in excess of \$200

Performance bond

Cook County, State of Illinois or Village of Glenwood Permit

Payment Terms:

\$15,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey
President, T. J. Cachey Builders, Inc. II



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September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Metal Wall Cladding & Dryvit System

Scope of Work:

1. Removal of all exterior wall attachments.
2. Removal of existing gutters and downspouts.
3. Create openings as outlined on buildings for 4 new minimum 12' x 14' garage doors, 3 man doors and 6 windows. This will require both masonry and carpentry skills. Steel lintels will need to be installed.
4. Install steel siding system on all four sides of dual warehouse portions of building. Design of panels to be determined at bid meeting. Color determined by the Village, but will be a shade of green.
5. Install integral gutter system-oversized-to accommodate large fields of drainage. Downspouts to accommodate flows and discharge a minimum of 4' from building.
6. Prep brick surfaces of "lower" office area for Dryvit system application.
7. Install "Dryvit" type wall covering system. Colors and design to be determined at bid meeting.

Total price \$ 302,820

Alternate:

Provide openings in office wall for additional windows. Add \$1,500 per opening.

Exclusion:

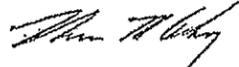
Performance bond and all municipal permits.

Payment Terms:

\$30,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey
President, T. J. Cachey Builders, Inc. II



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September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Roofing Replacement

Scope of Work:

Demolition – Remove roof top equipment and haul off site.

Roofing – All Shingle Roofs: Remove existing roofing down to the wood deck. Mechanically fasten any loose decking to metal deck below. Remove and replace 50 sheets of damaged plywood included in bid price.

Install 6' of ice and water shield at the gutter edge. Install 30# asphalt felt over the remaining roof deck. Install gutter apron flashing at gutter edge and install fabricated aluminum outer drip edge flashing at all gables. Cut in and install ridge-vent at both peaks of warehouse section. Install new plumbing stack flashing boots. Flashings and flashing cement will be used where necessary to insure watershed. Install Owens Corning Oakridge medium weight limited lifetime architectural shingles. The labor is guaranteed for five years.

Saddle Area between Shingle Roofs: Remove approximately a 10' x 15' area of roofing at the east end near the scupper box. Install Poly ISO deck insulation in this area to bring height to correct level to insure watershed. Install mule hide self adhering peel and stick base sheet over the entire saddle area. Install smooth finish torchdown Firestone APP160 modified bitumen roof system over entire saddle area. This area of roof will extend up under the shingle roofs. Install metal flashing near scupper box to help direct water as it leaves roof. Install aluminum coping cap at the west end of saddle area. The labor is guaranteed for three years.

Flat Roofs at the West End of Building: The specifications and details of the work to be done in this area should be discussed further. There are alternative options available that will give us a sound serviceable roof system.

After units and mechanicals are removed by demolition contractor, we will tear off existing roofing down to the Gypsum deck. We will glue down 3.3" (R-25) POLY-ISO board deck insulation using OLY-Bond adhesive 2-part glue system. We will install 2 new drain insert kits with lead pans in drain areas. Install mule hide self adhering peel & stick base sheet covered by torchdown smooth finish Firestone APP160 modified bitumen roof system. All parapet walls and remaining roof protrusions will be flashed with the same material. The new roof will extend up and over the top of parapet walls. The labor is guaranteed for three years.

Install new Kynars painted steel coping cap over the top of all parapet walls

Total Price of: \$277,295

Alternates:

- 1) Additional plywood replacement would be figured at: add \$45 per sheet.
- 2) Remove and replace all plywood on the north or south slope, 1/2" CDX Plywood will be used which will be screwed to deck below. Add \$19,320.
- 3) Install Owen Corning Tru Definition Shingle in lieu of Oakridge shingle.
Add \$7,200.
- 4) Install aluminum silver coat over the flat roof area and the saddle area. Add \$8,300.

Exclusion:

Performance bond and all municipal permits.

Payment Terms:

\$20,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,


Thomas M. Cachey
President, T. J. Cachey Builders, Inc. II



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September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Paving of Parking Lot

Scope of Work:

Parking Lot Asphalt Patching

Remove and replace approximately 8,070 SF of asphalt at a 4" depth

- Saw cut and remove damaged asphalt and haul from site
- Fine grade existing stone base
- Install 2.5" of bituminous binder
- Install 1.5" of bituminous surface

West Lot Sidewalk Removal & Installation of New Asphalt

Area Approximately 689 sq. ft.

- Saw cut and remove sidewalk and haul from site
- Excavate 5" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

West Lot Concrete Slab Removal & Installation of New Asphalt

Removal of concrete slabs where existing equipment is located area approximately 316 sq. ft.

- Saw cut and remove concrete slabs (approx 8" thick) and haul from site
- Excavate 3" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Supply and install (1) new sewer riser to meet new grades
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

Excavation of Landscaped Areas & Installation of New Asphalt

Excavate landscaped areas in West lot to "Square off" existing circle drive approx. 936 sq. ft.

- Excavate 11" of dirt to achieve proper stone base depth and haul offsite
- Install 8" of CA-6 stone
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

East Side Concrete Slab Removal & Installation of New Asphalt

Removal of concrete slabs where existing equipment is located Area Approx: 2,090 SF

- Saw cut and remove concrete slabs (approx. 8" Thick) and haul from site
- Excavate 3" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Install 1.5" inches of Bituminous Binder
- Install 1.5" inches of Bituminous Surface

East Side Gravel Removal & Installation of New Asphalt

Removal of Gravel, Debris & Overgrowth Area Approx: 3,630 SF

- Remove existing garbage, plywood, weeds, and debris into dumpster and haul from site
- Excavate 6" of existing CA-7 stone to achieve proper CA-6 stone base depth
- Install 3" of CA-6 stone to cap existing CA-7 Stone base
- Install 1.5" inches of Bituminous Binder
- Install 1.5" inches of Bituminous Surface

Installation of (2) Two New Asphalt Ramps

Install 2 new asphalt ramps to new overhead doors – 10'X12' each totaling 240 SF

- Saw cut and remove existing asphalt and haul from site
- Fine grade existing stone base
- Install on average 4 – 9" inches of Bituminous Surface
- Compact edges to achieve smooth transition to existing asphalt

Concrete Wheel Stop Removal and Replacement

- Remove 60 existing wheel stops and haul from site
- Supply and install 31 New concrete wheel stops

Sealcoat & Crack Fill Entire Parking Lot

Area Approx 47,775 SF

Installation of sealcoat applied with Squeegee & Broom in two applications

- Crack fill approx. 3,500 LF with hot applied crack filler
- Restripe parking lot to match existing

Total price \$ 108,100

Exclusion:

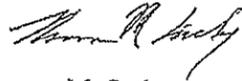
Performance bond and all municipal permits.

Payment Terms:

\$10,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey
President, T. J. Cachey Builders, Inc. II

EXHIBIT D TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT
AGREEMENT
(Form of Affidavit of Title)

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The Village of Glenwood referred to as Seller does hereby depose and say as follows:

1. Seller owns the legal title in certain real estate (hereinafter referred to as the "Property") which is legally described as follows:

[LEGAL TO BE INSERTED WHEN KNOWN]

PIN#: _____

2. Seller is over 18 years of age and under no legal disability.
3. This Affidavit is made by Seller in connection with the sale of the Property to the Tuffli Family Foundation hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.
4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Village under the Illinois Mechanic Lien Act, except for: _____

-
-
5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except Seller, and that there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

7. To the knowledge of Seller, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.

8. To the knowledge of Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. Neither Seller nor his agents have received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

12. Under penalty of perjury, Seller declares that he has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: _____, 2013.

SELLER

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the _____ of the Village of Glenwood as the free and voluntary act of the Village of Glenwood School for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2013.

Notary Public