

BOARD OF TRUSTEES MEETING
TUESDAY, APRIL 2, 2013
7:00 P.M.
AGENDA NO. 2013-04-01

CALL TO ORDER BY *Mayor Durkin*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Ernestine Dobbins*

PRESENTATION OF MINUTES OF BOARD MEETING MARCH 19, 2013

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of \$182,846.06, Road & Bridge Fund \$3,371.21, Motor Fuel Tax Fund \$232.50, Sewer & Water Fund \$11,268.54, 2010 Project Fund BAB \$126,644.00, TIF Industrial Park \$375,874.42, TIF Holbrook Road \$1,274.00, Glenwoodie Golf Course \$16,151.62. Total \$717,662.35.
2. Payroll as of the date March 22, 2013, Glenwoodie in the amount of \$16,195.29 and Corporate in the amount of \$123,797.40

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

COMMUNICATIONS

MAYOR'S OFFICE:

1. Approval to request the Board of Fire and Police Commissioners to provide the names of the next three (3) candidates for the position of Sergeant
2. Approval to direct the Attorney to increase the number Class "F" Liquor Licenses by one (Athens Gyros)
3. Approval to direct the Attorney to increase the number Class "G" Liquor Licenses by one (Delta Sonic)

ATTORNEY'S REPORT *John Donahue*

1. Approval of request for Executive Closed Session under Section 2(c)(11) Pending Litigation with action to be taken and reason to reconvene
2. Approval of a Resolution authorizing the Closing of the Village's Road and Bridge Fund

VILLAGE ADMINISTRATOR *Donna Gayden*

1. Approval of a Resolution Authorizing the Village of Glenwood, Cook County, Illinois to Enter into a Revolving Credit Agreement and Related Instruments in Connection with Securing a Revolving Credit Facility form Well Fargo Bank, National Association
2. Approval of request for Executive Closed Session under Section 2(c)(1) Personnel with action to be taken and reason to reconvene

ENGINEER'S REPORT *Ed Tunelius*

1. Awarding of Contract to D. Construction, Inc. for resurfacing of Jane Street, Campbell Avenue and Rebecca Street in an amount not to exceed \$79,824.53

DEPARTMENT REPORTS:

A. Finance Report *Linda Brunette*

B. Police Report *Chief Demitrous Cook*

C. Fire Report *Chief Kevin Welsh*

D. Public Works Report *Patrick McAneney*

E. Building Report *Chief Kevin Welsh*

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, MARCH 19, 2013

The March 19, 2013 Regular Board Meeting was called to order at 7:02 PM by Mayor Kerry Durkin who led the audience in the Pledge of Allegiance.

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

ALSO IN ATTENDANCE: Kevin Welsh, Fire Chief; Demitrous Cook, Police Chief; Ed Tunelious, Engineer; JoAnne Alexander, Senior/Park Programs; Donna Gayden, Village Administrator, John Donahue, Village Attorney.

PRESENTATION OF MINUTES: Motion to approve the March, 5, 2013 Regular Board Minutes.

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

TREASURER'S REPORT: 1) Motion to approve Bills Payable as submitted by Treasurer Hart and read by Donna Gayden, Village Administrator.

Corporate Fund: \$115,810.58; Road & Bridge Fund: \$16,087.74; Motor Fuel Tax Fund: \$20,948.16; Sewer & Water Fund: \$34,668.43; Glenwood TIF Account: \$536.25 (Credit); IEPA Loan Account: \$48.75; 2010 Project Fund BAB: \$12,000.00; TIF Industrial Park: \$7,668.75; TIF Main Street: \$840.00; TIF Holbrook Road: \$1,267.50; Glenwoodie Golf Course: \$12,291.65.

Total All Funds: \$221,095.31

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

Discussion: Trustee Campbell asked about the credit and the Village Administrator responded to his question.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

2) Payroll as of March 8, 2013: **Glenwoodie** in the amount of \$14,356.08; **Corporate** in the amount of \$153,334.18.

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

3) Financial Report: Summary of Fiscal Operations for the Period Ended 2/28/2013 was electronically delivered to the Board from Treasurer Hart prior to the meeting.

OPEN TO PUBLIC:

Elmer (from the Manor) approached the Board regarding money that is being borrowed by the Board when this is a time when every community/person is broke.

COMMUNICATIONS:

1) Mayor Durkin read an announcement from School District 167 regarding the upcoming "Healthy Lunch For A Healthy Me" poster contest. Finalists will be honored Friday, March 22 (9:30 AM) at Hickory Bend Elementary School.

2) Mayor Durkin acknowledged the Mayor of Gary, Indiana, Karen Freeman-Wilson and Gary Fire Chief, Teresa Everett who were in attendance. Both the Mayor and Fire

Chief approached the Board to express their appreciation for the Board's assistance to the City of Gary in a great time of need and for the approval to donate the fire truck to the City of Gary. The Mayor of Gary presented the Board with "Team Gary" tee shirts.

MAYOR'S OFFICE:

1) Information and Demonstration of Communication for all of the Village Municipal Buildings were presented by Mr. Mark A. Rudis who outlined how the system would work and stressed how the system would have future benefits for the Village. The Board received a handout outlining the details of the system. The Request for Approval will be placed on the agenda for the next Board Meeting. The Village Administrator will have financial information in packets for the next Board meeting. All questions that were asked were answered. Both Chief Welsh and Cook made comments.

2) **Approval of an Ordinance amending Section 10-37 of the Village's Code of Ordinances to (1) Decrease the Number of Allowable Class A Liquor Licenses from 2 to 1 and (2) Set the Number of Class D Liquor Licenses at 2.**

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

Discussion: No discussion.

Upon Roll Call: Ayes 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

ATTORNEY'S REPORT:

(All Action was taken following discussion in Executive Closed Session.)

1) **Approval of a Resolution Supporting and Consenting to the Class 8 Application filed by Wilson-Beli, Inc. with the Cook County Assessor's Office for Certain Property located in the Village of Glenwood, Illinois.**

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

- 2) **Approval of a Resolution approving (1) a Contract for the Sale of the Village Owned Real Estate Known as 435 West 194th Street (PIN: 32-09-102-019-0000) and (2) THE Village's Closing upon the Transaction.**

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

- 3) **Approval of a Resolution approving (1) a Contract for the Sale of the Village Owned Real Estate Known as 429 West 194th Street (PIN: 32-09-102-029-0000) and (2) the Village's Closing upon the Transaction.**

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

- 4) **Approval of a Resolution approving a Lease of Certain Village Owned Real Estate with an Option to Purchase to West Side Property 101 LLC.**

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

Discussion: No discussion.

**Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0**

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

- 5) **Approval of a Resolution Supporting and Consenting to the Class 8 application filed by West Side Property 101 LLC with the Cook County Assessor's Office for Certain Property located in the Village of Glenwood, Illinois.**

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

Discussion: No discussion.

**Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0**

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

- 6) **Approval of an ordinance Abating Part of the 2012 Tax Levy for the \$9,230.00 Taxable General Obligation Bonds, Series 2010 A, previously issued by the Village of Glenwood.**

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

VILLAGE ADMINISTRATOR:

(Item # 1 was approved following Executive Closed Session Discussion.)

1) **Approval of lease payments for the Learning Corner.**

Trustee Plott: Moved; **Second by Trustee Campbell** to accept the Motion (as discussed in Executive Closed Session).

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

2) **Approval of Request for Executive Closed Session under Section 2(c)(11) Pending Litigation, Section 2(c)(1) Personnel, Section 2(c)(5) Property Acquisition, and Section 2(c)(6) Setting price of property with action to be taken and reason to reconvene.**

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

ADJOURN TO CLOSED SESSION:

Adjourn to Executive Closed Session at
7:40 PM.

RECONVENE FROM
EXECUTIVE CLOSED SESSION:

- Roll Call following Executive Closed Session at 9:05 PM. The following Trustees responded: Campbell, Hopkins, Nielsen, Plott. **Absent:** Trustees Freeman and Thomas
- **Approval to direct the Fire/Police Commission to fill (hire) one (1) firefighter/paramedic position as discussed in Executive Closed Session.**

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

- **Motion TO TABLE filling the position of Building Inspector.**

Trustee Campbell: Moved; **Second by Trustee Plott** to accept the Motion as presented and discussed in Executive Closed Session.

Discussion: No discussion.

Upon Roll Call: Ayes 3 Naes: 1 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Plott

Naes: Nielsen

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

ENGINEER'S REPORT:

No Report

FINANCE:

- Revenue & Expenditures Summary from February, 2013 to Year To Date (All Funds) was distributed to the Board.
- Base Wage Schedule for Glenwood Patrol Officers and Glenwood Police Sergeants was distributed to the Board.
- The Village Administrator stated that no department is over budget.

POLICE:

- Chief Cook announced that \$80,000.00 was the Village's share of the money in partnership with the Federal Government.
- A copy of the letter that Chief Cook received from the North East Multi-Regional Training, Inc. which congratulated him for being selected as one of the 2012 North East Multi-Regional Training Host Site Award recipients was distributed to the Board.

FIRE:

No Report

PUBLIC WORKS:

Approval for a sanitary Sewer Lining along Glenwood-Chicago Heights Road not to exceed \$40,000.00.

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 2
Abstain: 0

Ayes: Campbell, Hopkins, Nielsen, Plott

Naes: 0

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

BUILDING: No Report

GLENWOODIE: No Report

SENIOR/PARK PROGRAMS: JoAnne Alexander announced the following upcoming events: 1) Senior luncheon outing to the Glenwood School for Girls and Boys (Friday, March 22nd); Talk With the Candidates (Saturday, March 23rd); Presentation on Medicare coverage for vaccines for Shingles, etc. (April 4th).

NEW BUSINESS: Mayor Durkin reported that Delta Sonic sent a letter to the Village stating that it will be requesting a Class C license to sell beer and wine in the near future.

OLD BUSINESS:

- **Motion TO TABLE approval to amend Section 58-31 of the Village of Glenwood Code of Ordinances to increase the number of sergeants.**

Trustee Nielsen: Moved: No Second (Motion Failed).

- **Approval to amend Section 58-31 of the Village of Glenwood Code of Ordinances to increase the number of sergeants.**

Trustee Hopkins: Moved: No Second (Motion Failed).

- **Approval to amend Section 58-31 of the Village of Glenwood Code of Ordinances to increase the number of sergeants.**

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

Discussion: No discussion.

Upon Roll Call: Ayes: 4 Naes: 1 Recues: 0 Absent: 2 Abstain: 0

Ayes: Campbell, Hopkins, Plott, Mayor Durkin

Naes: Nielsen

Recues: 0

Absent: Trustees Freeman and Thomas

Abstain: 0

Motion Approved: Yes

OPEN TO PUBLIC: No one approached the Board.

MOTION TO ADJOURN: **Trustee Campbell:** Moved; **Second by Trustee Hopkins** to accept the Motion as presented.

Discussion: No discussion.

Upon Roll Call: The following Trustees responded "Aye":
Campbell, Hopkins, Nielsen, Plott.

Absent: Trustees Freeman and Thomas

ADJOURNMENT:

The March 19, 2013 Regular Board Meeting adjourned at
9:25 PM.

Ernestine T. Dobbins, Village Clerk

ACS FINANCIAL
03/28/2013 09:23:11 Schedule of Bills (Fund/Dept)

VILLAGE OF GLENWOOD
GL050S-V07.20 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 040213 COMMENT... BOARD MEETING 04/02/2013

DATA-JE-ID DATA COMMENT

D-04022013-317 BOARD MEETING 04/02/2013
M-04022013-322 BOARD MEETING 04/02/2013

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	466.08	VOLUNTARY EMPLOYEE DED P	01.000.2119	1190608		317 00169
DELTA DENTAL PLAN OF ILL APRIL 2013	1,747.86	VOLUNTARY EMPLOYEE DED P	01.000.2119	523000		317 00064
APRIL 2013	185.92	VOLUNTARY EMPLOYEE DED P	01.000.2119	523001		317 00063
APRIL 2013	39.06	VOLUNTARY EMPLOYEE DED P	01.000.2119	523002		317 00065
APRIL 2013	1,972.84	*VENDOR TOTAL				
MACK INDUSTRIES REF 320 CENTER STREET	250.00	BUILDING REPAIR ESCROW	01.000.2132	03/22/13		317 00184
METROPOLITAN ALLIANCE MARCH 2013 DUES	759.00	VOLUNTARY EMPLOYEE DED P	01.000.2119	03/20/13		317 00080
MS. SHUSHAWNDR A GREGOIRE REF 516 LONGWOOD	3,000.00	BUILDING REPAIR ESCROW	01.000.2132	03/22/13		317 00183
	6,447.92	.....			

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	.....				
GERTRUDE THOMPSON REF FOREST PARK	100.00	FACILITY RENT	01.089.8740	03/18/13		317 00028
JARVIS DIXON REF HICKORY GLEN	100.00	FACILITY RENT	01.089.8740	03/25/13		317 00117
REGINA JONES REF ARQUILLA PARK	100.00	FACILITY RENT	01.089.8740	03/18/13		317 00030
SHERIAN JOHNSON REF HICKORY GLEN	100.00	FACILITY RENT	01.089.8740	03/18/3		317 00029
	400.00	.....			

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	.....			
A T & T MOBILITY MONTHLY BILLING	84.54	TELEPHONE	01.100.9120	03032013	317 00102
AMERICAN UNITED LIFE INS 00005011-0061-001	22.50	GROUP INSURANCE AND HOSP	01.100.9160	1190607	317 00163
00005011-00610003	93.59	GROUP INSURANCE AND HOSP	01.100.9160	1190609	317 00155
	116.09	*VENDOR TOTAL			
BLUE CROSS BLUE SHIELD APRIL 2013	3,204.96	GROUP INSURANCE AND HOSP	01.100.9160	03/15/13	317 00093
CALL ONE MONTHLY BILLING	175.32	TELEPHONE	01.100.9120	03/15/13	317 00055
CLERKS OFFICE-PETTY CASH PARKING	9.00	TRAVEL LODGING MEALS - M	01.100.9182	03/14/13	317 00197
REIMBURSE MILEAGE	31.08	TRAVEL LODGING MEALS - M	01.100.9182	03/20/13	317 00198
BATTERIES	6.88	OFFICE SUPPLIES	01.100.9111	03/22/13	317 00192
	46.96	*VENDOR TOTAL			
COMCAST 8771 40 050 0038247	90.80	COMPUTER-PROGRAMS & EQUI	01.100.9634	03/09/13	317 00060
DEMLIN ENTERPRISES DBA ENVELOPES	219.22	OFFICE SUPPLIES	01.100.9111	13070	317 00066
GARDINER KOCH WEISBERG & PROFESSIONAL SERVICES	15,140.00	LEGAL SERVICES	01.100.9151	90877	317 00073
HOMWOOD FLORIST ELMORE	62.50	DONATIONS/MEMORIALS	01.100.9187	03/02/13	317 00041
IL COUNTIES RISK MGMT TR PROPERTY & CASUALTY	45,142.75	WORKMENS COMP INSURANCE	01.100.9170	RCB9304	317 00129
WORKERS COMP	26,199.63	WORKMENS COMP INSURANCE	01.100.9170	RCB9684	317 00130
	71,342.38	*VENDOR TOTAL			
J. V. COOK PRINTING & MEET THE CANDIDATES	675.00	MISCELLANEOUS	01.100.9891	03/13/13	317 00072
JOANNE ALEXANDER DIVERSITY LUNCH REIMBUR	60.74	TRAVEL LODGING MEALS - M	01.100.9182	03/19/13	317 00057
NOTARY PUBLIC ASSOCIATIO NOTARY COMMISSION	49.00	OFFICE SUPPLIES	01.100.9111	03/15/13	317 00081

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	.....				
OAK LAWN BLACKTOP TOWN CTR PARK LOT PTH2	8,072.73	TIF TOWN CENTER	01.100.9667	03/18/13		317 00139
PHOTOGRAPHY BY LARRY BUR 2013 CANDIDATES FORUM	150.00	MISCELLANEOUS	01.100.9891	03/27/13		317 00201
PITNEY BOWES INK	249.56	OFFICE SUPPLIES	01.100.9111	329401		317 00186
PLANNING RESOURCES INC. HICKORY GLEN PARK	7,804.20	OSLAD GRANT EXPENSE	01.100.9670	10800		317 00082
PROVEN BUSINESS SYSTEMS TOSHIBA	178.96	COPIER SUPPLIES AND MAIN	01.100.9113	144624		317 00187
SOUTH-SOUTHWEST SUBURBAN 5TH ANNUAL GOLF CLASSIC	450.00	TRAVEL LODGING MEALS - M	01.100.9182	03/19/13		317 00070
T & T BUSINESS SYSTEMS I IR3235I	74.56	COPIER SUPPLIES AND MAIN	01.100.9113	70927		317 00071
U.S. BANK EQUIPMENT FINA SCANNER	114.50	COPIER SUPPLIES AND MAIN	01.100.9113	224338475		317 00191
VERIZON WIRELESS 387115072-00001	342.09	COMPUTER-PROGRAMS & EQUI	01.100.9634	2872291722		317 00048
387115072-00001	342.09	COMPUTER-PROGRAMS & EQUI	01.100.9634	9701536661		317 00148
	684.18	*VENDOR TOTAL				
	109,046.20	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....				
A BETTER DOOR & WINDOW C REPAIR PW GARAGE	360.00	MAINT - MUNICIPAL GROUND	01.300.9441	46465		317 00200
AIRGAS NORTH CENTRAL , I REFILLS	450.00	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	9013804940		317 00105
REFILLS	138.48	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	9908036507		317 00002
REFILLS	588.48	*VENDOR TOTAL				
AL WARREN OIL COMPANY, I FUEL	2,121.34	GAS AND OIL	01.300.9210	03/07/13		317 00172
ALEXANDER EQUIPMENT CO WATER PUMP DIESEL	196.45	REPAIR & MAINTENANCE-VEH	01.300.9420	91112		317 00003
AMERICAN UNITED LIFE INS 00005011-0061-001	67.50	GROUP INSURANCE AND HOSP	01.300.9160	1190607		317 00164
00005011-00610003	158.47	GROUP INSURANCE AND HOSP	01.300.9160	1190609		317 00156
	225.97	*VENDOR TOTAL				
ARROW UNIFORM RENTAL FEBRUARY 2013	74.76	REPAIR/MAINT MUNICIPAL B	01.300.9430	02/28/13		317 00106
BEVERLY CONSTRUCTION REPAIR GGC SIGN	675.00	MAINT - MUNICIPAL GROUND	01.300.9441	03/19/13		317 00176
BLUE CROSS BLUE SHIELD APRIL 2013	8,157.32	GROUP INSURANCE AND HOSP	01.300.9160	03/15/13		317 00098
CALL ONE MONTHLY BILLING	213.13	TELEPHONE	01.300.9120	03/15/13		317 00053
COM ED 4371043064	207.35	MAINT - MUNICIPAL GROUND	01.300.9441	03/20/13		317 00115
ELITE ELEVATOR SYSTEMS. MARCH 2013	155.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	7232		317 00180
ELMER & SONS LOCKSMITHS. KEY	10.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	295908		317 00008
EXPERT CHEMICAL & SUPPLY SUPPLIES	213.67	CLEANING SUPPLIES	01.300.9115	823276		317 00181
GREAT LAKES DISTRIBUTING PARTS	130.10	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	168316		317 00010

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	.....				
INGALLS OCCUPATIONAL PUBLIC WORKS	55.00	PHYSICALS	01.300.9186	CP186553		317 00012
MENARDS EQUIP & SUPPLIES	87.46	MISCELLANEOUS	01.300.9891	14007		317 00135
MERTS HVAC REPAIR VILLAGE HALL 435 194TH STREET	621.00 148.00 769.00	HVAC MAINTENANCE HVAC MAINTENANCE *VENDOR TOTAL	01.300.9614 01.300.9614	068734 068737		317 00018 317 00199
PATRICK MCANENEY REIMBURSE CELL MARCH	75.00	TELEPHONE	01.300.9120	03/14/13		317 00076
R&R MAINTENANCE FIRE & F 2001 CHEVY BLAZER #101	545.64	REPAIR & MAINTENANCE-VEH	01.300.9420	5898		317 00142
SCOTT SIGN CO LOGOS	400.42	MISCELLANEOUS	01.300.9891	602		317 00188
	15,261.09	.....			

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						
1044646005	25.70	UTILITIES	01.400.9180	03/20/13		317 00114
1044645008	108.28	UTILITIES	01.400.9180	03/21/13		317 00111
	133.98	*VENDOR TOTAL				
DEMLIN ENTERPRISES DBA EASTER 2013	157.98	PARK PROGRAM EXPENSES	01.400.9280	13071		317 00067
ORIENTAL TRADING CO., IN EASTER 2013	170.41	EASTER PROGRAM	01.400.9281	656406231-01		317 00088
EASTER 2013	49.61	EASTER PROGRAM	01.400.9281	656446739-01		317 00087
EASTER 2013	220.02	*VENDOR TOTAL				
	511.98	.....			

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	*****					
POLICE	.....				
A T & T MOBILITY MONTHLY BILLING	166.92	TELEPHONE	01.500.9120	03032013		317 00101
AL WARREN OIL COMPANY, I FUEL	9,049.88	GAS AND OIL	01.500.9210	03/07/13		317 00173
AMERICAN UNITED LIFE INS 00005011-0061-001	210.00	GROUP INSURANCE AND HOSP	01.500.9160	1190607		317 00162
00005011-00610003	653.35	GROUP INSURANCE AND HOSP	01.500.9160	1190609		317 00154
	863.35	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD APRIL 2013	23,811.92	GROUP INSURANCE AND HOSP	01.500.9160	03/15/13		317 00097
CALL ONE MONTHLY BILLING	175.32	TELEPHONE	01.500.9120	03/15/13		317 00056
CDW GOVERNAMENT, INC. EQUIPMENT & SUPPLIES	732.18	COMPUTER-PROGRAMS & EQUI	01.500.9634	BB36683		317 00083
CHICAGO BADGE & INSIGNIA BADGES	354.01	UNIFORMS	01.500.9200	12139		317 00203
FIRESTONE						
2009 FORD CROWN VIC	191.07	REPAIR & MAINTENANCE-VEH	01.500.9420	138745		317 00084
2010 FORD EXPLORER	625.72	REPAIR & MAINTENANCE-VEH	01.500.9420	139886		317 00085
2011 CHEVY TAHOE	518.24	REPAIR & MAINTENANCE-VEH	01.500.9420	139891		317 00118
2008 FORD CROWN VIC	62.98	REPAIR & MAINTENANCE-VEH	01.500.9420	139982		317 00207
	1,398.01	*VENDOR TOTAL				
HEARTLAND AUTOMOTIVE SER						
2010 FORD EXPLORER	93.47	REPAIR & MAINTENANCE-VEH	01.500.9420	3471645		317 00204
2008 FORD CROWN VIC	37.48	REPAIR & MAINTENANCE-VEH	01.500.9420	3471873		317 00206
	130.95	*VENDOR TOTAL				
HEARTLAND SERVICES, INC. TOUCHPAD & COVER	536.28CR	COMPUTER-PROGRAMS & EQUI	01.500.9634	HSI0309380		322 00001
TOUCH PAD & COVER	582.26CR	REPAIR/MAINT COMMUNICATI	01.500.9410	HSI0312467		322 00002
	1,118.54CR	*VENDOR TOTAL				
HOMWOOD FLORIST SLAV/BENNET	62.95	MISCELLANEOUS	01.500.9891	03/02/13		317 00039
ILLINOIS PAPER & COPIER OFFICE SUPPLIES	82.64	OFFICE SUPPLIES	01.500.9111	IN41532		317 00086

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	.....				
MCSI FEBRUARY 2013	15.00	MUNICIPAL SYSTEMS	01.500.9153	GWPT01		317 00014
PACIFIC TELEMAGNAMENT SE APRIL 2013	78.00	TELEPHONE	01.500.9120	509030		317 00202
PIONEER OFFICE FORMS, IN PARKING TICKETS 3 PART	1,427.06	OFFICE SUPPLIES	01.500.9111	89561		317 00089
SIRCHIE FINGER PRINT LAB SUPPLIES	180.98	REPAIR/MAINT-GEN TOOLS/E	01.500.9425	0115056-IN		317 00091
SSACOP 2013 CONFERENCE	565.00	PERSONNEL TRAINING	01.500.9181	03/15/13		317 00020
THOMSON WEST CRIM CODE PAMPHLET	106.78	PERSONNEL TRAINING	01.500.9181	03/05/13		317 00027
VAN DRUNEN FORD CO. 2009 FORD INTERCEPTOR	130.36	REPAIR & MAINTENANCE-VEH	01.500.9420	FOCS64746		317 00205
VERIZON WIRELESS 387115072-00001	470.60	TELEPHONE	01.500.9120	2872291722		317 00047
387115072-00001	331.86	TELEPHONE	01.500.9120	9701536661		317 00147
	802.46	*VENDOR TOTAL				
	39,015.23	.....			

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	.....				
A T & T MOBILITY MONTHLY BILLING	58.50	TELEPHONE	01.600.9120	03032013		317 00104
AL WARREN OIL COMPANY, I FUEL	1,098.90	GAS AND OIL	01.600.9210	03/07/13		317 00170
AMERICAN UNITED LIFE INS 00005011-0061-001	25.88	GROUP INSURANCE AND HOSP	01.600.9160	1190607		317 00167
00005011-00610003	62.40	GROUP INSURANCE AND HOSP	01.600.9160	1190609		317 00159
	88.28	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD APRIL 2013	2,588.91	GROUP INSURANCE AND HOSP	01.600.9160	03/15/13		317 00094
CALL ONE MONTHLY BILLING	1,138.81	TELEPHONE	01.600.9120	03/15/13		317 00054
COMCAST 8771 40 050 0000973	50.41	MAINTENANCE-STATION #1	01.600.9431	02/28/13A		317 00004
8771 40 050 0000981	50.41	MAINTENANCE-STATION #1	01.600.9431	02/28/13B		317 00005
8771 40 050 0038254	96.02	COMPUTER-PROGRAMS & EQUI	01.600.9634	03/09/13		317 00061
8771 40 050 0025038	68.95	MAINTENANCE-STATION #2	01.600.9432	03/09/13		317 00062
	265.79	*VENDOR TOTAL				
INGALLS OCCUPATIONAL FIRE	260.00	PHYSICALS	01.600.9186	CP186572		317 00013
KEVIN WELSH REIMBURSE CELL MARCH	75.00	TELEPHONE	01.600.9120	03/25/13		317 00151
MENARDS TOOLS & EQUIPMENT	11.98	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	13674		317 00042
EQUIP & SUPPLIES	31.90	MAINTENANCE-STATION #1	01.600.9431	13961		317 00077
	43.88	*VENDOR TOTAL				
MUNICIPAL SYSTEMS, INC. FEBRUARY 2013	957.50	BUILDING CODE HEARINGS	01.600.9105	8051		317 00019
T & T BUSINESS SYSTEMS I IR4570	41.62	COPY MACHINE	01.600.9604	70900		317 00025
THIRD DISTRICT CHIEF'S A TRAINING	4,800.00	PERSONNEL TRAINING	01.600.9181	2004		317 00189
	11,417.19				

Schedule of Bills (Fund/Dept)
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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	1190607		317 00161
00005011-00610003	12.54	GROUP INSURANCE AND HOSP	01.800.9160	1190609		317 00153
	15.92	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD APRIL 2013	456.07	GROUP INSURANCE AND HOSP	01.800.9160	03/15/13		317 00092
CLERKS OFFICE-PETTY CASH SCRABBLE DICTIONARY	24.60	OFFICE SUPPLIES	01.800.9111	02/28/13		317 00193
SENIOR LUNCHEON	46.02	SPECIAL EVENTS	01.800.9442	03/18/13		317 00194
SENIOR LUNCHEON	42.30	SPECIAL EVENTS	01.800.9442	03/18/13		317 00195
SENIOR LUNCHEON	11.54	SPECIAL EVENTS	01.800.9442	03/19/13		317 00196
	124.46	*VENDOR TOTAL				
JOANNE ALEXANDER RIMBURSE CELL MARCH	75.00	TELEPHONE/INTERNET	01.800.9120	03/26/13A		317 00175
REIMBURSE CELL FEB	75.00	TELEPHONE/INTERNET	01.800.9120	03/26/13B		317 00174
	150.00	*VENDOR TOTAL				
	746.45				
CORPORATE FUND	182,846.06	*****				

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BY FUND AND DEPARTMENT

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
ROAD & BRIDGE FUND	*****					
ROAD AND BRIDGE EXPENDITURES	.....				
COM ED						
0603011043	56.39	ENERGY/STREET LIGHTING	02.320.9221	03/08/13		317 00006
7059133039	475.27	ENERGY/STREET LIGHTING	02.320.9221	03/21/13		317 00108
1924139007	19.12	ENERGY/STREET LIGHTING	02.320.9221	03/21/13		317 00110
2049042008	311.31	ENERGY/STREET LIGHTING	02.320.9221	03/21/13		317 00112
	862.09	*VENDOR TOTAL				
MEADE, INC CHGO GLND RD & 187TH ST	129.14	REPAIR/MAINT TRAFFIC SIG	02.320.9424	658489		317 00185
MONARCH AUTO SUPPLY INC. PARTS	47.90	REPAIR & MAINTENANCE-VEH	02.320.9420	6981-199264		317 00136
MOELLER'S TRUCK REPAIR, 2004 INT 7400	1,234.56	REPAIR & MAINTENANCE-VEH	02.320.9420	33415		317 00137
PEP BOYS SUPPLIES	13.98	REPAIR & MAINTENANCE-VEH	02.320.9420	05141003246		317 00140
TRAFFIC CONTROL & PROTEC SIGNS	1,083.54	SIGNS FOR TRAFFIC CONTRO	02.320.9270	76446		317 00190
	3,371.21	.....			
ROAD & BRIDGE FUND	3,371.21	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
MOTOR FUEL TAX FUND	*****					
MOTOR FUEL TAX EXPENDITURES	.....				
ROBINSON ENGINEERING,LTD 187TH ST & HALSTED	232.50	ENGINEERING SERVICES	03.310.9685	13030084		317 00144
	232.50	.....			
MOTOR FUEL TAX FUND	232.50	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
BALANCE SHEET	.....				
RESIDENTIAL GROUP LLC REF 10 N CEDAR	56.47	WATER ESCROW DEPOSITS	10.000.2130	03/22/13		317 00069
	56.47	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
OTHER INCOME	.....				
MACK INDUSTRIES REF SEC DEP 126 N PINE	75.00	WATER USAGE	10.089.8915	03/20/13		317 00075
	75.00				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....				
A T & T MOBILITY MONTHLY BILLING	455.34	TELEPHONE	10.110.9120	03032013		317 00103
AIDE RENTALS & SALES RENTAL	121.00	REPAIR/MAINT - WATER SYS	10.110.9411	39852-1		317 00001
AL WARREN OIL COMPANY, I FUEL	3,420.56	GAS AND OIL	10.110.9210	03/07/13		317 00171
ALTERNATIVE ENERGY SOLUT 187TH ST PUMP STATION	842.69CR	REPAIR/MAINT - SEWER SYS	10.110.9450	24277		322 00010
AMERICAN UNITED LIFE INS 00005011-0061-001	7.50	GROUP INSURANCE AND HOSP	10.110.9160	1190607		317 00168
00005011-00610003	15.65	GROUP INSURANCE AND HOSP	10.110.9160	1190609		317 00160
	23.15	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD APRIL 2013	963.08	GROUP INSURANCE AND HOSP	10.110.9160	03/15/13		317 00099
CALL ONE MONTHLY BILLING	2,902.69	TELEPHONE	10.110.9120	03/15/13		317 00052
COM ED						
0691025055	1,442.53	ENERGY FOR PUMPING	10.110.9223	03/08/13		317 00007
2133451002	25.25	UTILITIES	10.110.9180	03/19/13		317 00178
9957046006	23.98	UTILITIES	10.110.9180	03/20/13		317 00113
0553143114	47.89	UTILITIES	10.110.9180	03/21/13		317 00109
2133451002	27.46CR	UTILITIES	10.110.9180	05/16/12		322 00004
9957046006	25.13CR	UTILITIES	10.110.9180	05/17/12		322 00005
7059133039	88.15CR	UTILITIES	10.110.9180	05/18/12		322 00006
05531431141	46.88CR	UTILITIES	10.110.9180	05/4/12		322 00007
0831121030	285.38CR	ENERGY FOR PUMPING	10.110.9223	05/4/12		322 00008
011309606	37.19CR	UTILITIES	10.110.9180	05/4/12		322 00009
	1,029.46	*VENDOR TOTAL				
CREATIVE FORMS & CONCEPT DELINQUENT NOTICES	697.58	PRINTING AND ADVERTISING	10.110.9109	111873		317 00116
LASER UTILITY BILLS	1,057.81	PRINTING AND ADVERTISING	10.110.9109	111874		317 00179
	1,755.39	*VENDOR TOTAL				
FASTENAL COMPANY PARTS	9.10	REPAIR/MAINT - WATER SYS	10.110.9411	ILSTE108522		317 00009

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
SEWER & WATER EXPENDITURES	.....				
GRAINGER						
EQUIPMENT	261.90	REPAIR/MAINT - WATER SYS	10.110.9411	9095221132		317 00124
EQUIPMENT	54.09	PURCHASE-GENERAL TOOLS/E	10.110.9550	9095221140		317 00125
	315.99	*VENDOR TOTAL				
MENARDS						
TOOLS & EQUIP	76.43	REPAIR/MAINT - WATER SYS	10.110.9411	13878		317 00017
TOOLS & PARTS	27.03	REPAIR/MAINT - WATER SYS	10.110.9411	13932		317 00016
SUPPLIES	28.05	REPAIR/MAINT - WATER SYS	10.110.9411	14219		317 00134
	131.51	*VENDOR TOTAL				
R&R MAINTENANCE FIRE & F						
2003 FORD F250 M-1	139.79	REPAIR & MAINTENANCE-VEH	10.110.9420	5894		317 00143
2011 FORD F-150 M-7	57.95	REPAIR & MAINTENANCE-VEH	10.110.9420	5922		317 00141
	197.74	*VENDOR TOTAL				
SWIFT SAW & TOOL SUPPLY						
PARTS	30.44	REPAIR/MAINT - WATER SYS	10.110.9411	Y6634		317 00022
PARTS	36.15	REPAIR/MAINT - WATER SYS	10.110.9411	Y666		317 00021
PARTS	19.76	REPAIR/MAINT - WATER SYS	10.110.9411	Y6681		317 00023
PARTS	117.12	REPAIR/MAINT - WATER SYS	10.110.9411	Y6688		317 00024
EQUIP & SUPPLIES	147.20	REPAIR/MAINT - WATER SYS	10.110.9411	Y6771		317 00145
	350.67	*VENDOR TOTAL				
VERIZON WIRELESS						
5877118582-00001	304.08	TELEPHONE	10.110.9120	9701539198		317 00150
	11,137.07	.....			
SEWER & WATER FUND	11,268.54	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
2010 PROJECT FUND BAB	*****					
SEWER BOND EXPENDITURES	.....				
AIRY'S INC. - TINLEY PAR JANE ST PAYMNT #2	118,885.25	JANE STREET LIFT STATION	40.440.9671	03/12/13		317 00050
AZTECA SYSTEMS, INC LICENSES FOR SOFTWARE	6,000.00	GIS PROGRAM	40.440.9906	7965		317 00059
TERRA ENGINEERING LTD SWEET WOODS STORM	1,758.75	FOREST OUTFALL EXPENSE	40.440.9907	8204		317 00026
	126,644.00				
2010 PROJECT FUND BAB	126,644.00	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF-INDUSTRIAL PARK	*****					
TIF INDUSTRIAL PARK	.....				
NALCO CROSSBOW WATER PER TIF AGREEMENT	375,874.42	NALCO CROSSBOW REDEV AGR 60.660.9665		03/27/13		317 00152
	375,874.42	.....			
TIF-INDUSTRIAL PARK	375,874.42	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF HOLBROOK ROAD	*****					
TIF HOLBROOK RD EXPENDITURES	.....				
SCHEPEL SIGNS WELCOME TO GLENWOOD SIGN	1,274.00	TIF DISTRICT EXPENSES	63.630.9631	24353		317 00090
	1,274.00				
TIF HOLBROOK ROAD	1,274.00	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD & BEV REV GOLF COURSE	.....				
CLARA COLEMAN REF OF DEPOSIT	250.00	BANQUET RENTAL	70.085.8730	03/26/13		317 00177
	250.00	.....			

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GOLF COURSE MAINTENANCE	.....				
AMERICAN UNITED LIFE INS						
00005011-0061-001	30.00	GROUP INSURANCE AND HOSP	70.771.9160	1190607		317 00165
00005011-00610003	67.01	GROUP INSURANCE AND HOSP	70.771.9160	1190609		317 00158
	97.01	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD						
APRIL 2013	3,353.54	GROUP INSURANCE AND HOSP	70.771.9160	03/15/13		317 00096
BONANZA SERVICE						
PART	299.50	REPAIR/MAINT-TURF EQUIPM	70.771.9425	212205		317 00058
COM ED						
3619096019	284.52	UTILITIES	70.771.9180	03/19/13		317 00107
HELSEL-JEPPERSON						
LIGHT BULBS	47.90	REPAIR/MAINT BUILDINGS	70.771.9430	637463		317 00011
MENARDS						
PARTS	16.55	REPAIR/MAINT-TURF EQUIPM	70.771.9425	13845		317 00015
SUPPLIES	12.98	UNIFORMS	70.771.9200	14070		317 00078
SUPPLIES	10.49	REPAIR/MAINT-TURF EQUIPM	70.771.9425	14251		317 00079
	40.02	*VENDOR TOTAL				
RUSSO POWER EQUIPMENT						
CHAIN SAW	235.00CR	CAPITAL EQUIPMENT	70.771.9827	1509041		322 00003
	3,887.49	.....			

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	.....				
A T & T MOBILITY MONTHLY BILLING	179.73	TELEPHONE	70.773.9120	03032013		317 00100
AMERICAN UNITED LIFE INS 00005011-0061-001	22.50	GROUP INSURANCE AND HOSP	70.773.9160	1190607		317 00166
00005011-00610003	52.16	GROUP INSURANCE AND HOSP	70.773.9160	1190609		317 00157
	74.66	*VENDOR TOTAL				
BLUE CROSS BLUE SHIELD APRIL 2013	1,870.55	GROUP INSURANCE AND HOSP	70.773.9160	03/15/13		317 00095
CALL ONE MONTHLY BILLING	134.95	TELEPHONE	70.773.9120	03/15/13		317 00051
COM ED 0465144003	1,444.59	UTILITIES	70.773.9180	02/26/13		317 00032
DIRECTV MARCH 2013	320.98	UTILITIES	70.773.9180	19927595611		317 00068
GREAT AMERICA LEASING CO APRIL 2013	245.56	EQUIPMENT LEASE PAYMENTS	70.773.9838	13469923		317 00126
HOMWOOD FLORIST GGC	169.50	MARKETING/BUS DEVELOPEME	70.773.9175	03/02/13		317 00040
J & S PUBLISHING MARCH 2013	375.00	PRINTING AND ADVERTISING	70.773.9109	2208		317 00131
MENARDS SUPPLIES	23.91	OFFICE SUPPLIES	70.773.9111	13693		317 00133
SUPPLIES	56.15	OFFICE SUPPLIES	70.773.9111	14124		317 00132
	80.06	*VENDOR TOTAL				
NICHE MARKETING GROUP, I THERMAL RECEIPT PAPER	155.00	OFFICE SUPPLIES	70.773.9111	123177		317 00138
TAYLOR MADE GOLF COMPANY TAG: REICHARD	305.34	COGS-SPECIAL ORDERS	70.773.9707	19229884		317 00146
THORNTON RECREATIONAL SPONSOR SOFTBALL TEAM	550.00	MISCELLANEOUS	70.773.9891	03/19/13		317 00045
VERIZON WIRELESS 387115072-00001	61.31	COMPUTER-PROGRAMS & EQUI	70.773.9634	2872291722		317 00049

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GENERAL & ADMINISTRATIVE	.....				
VERIZON WIRELESS 387115072-00001	38.01	COMPUTER-PROGRAMS & EQUI	70.773.9634	9701536661		317 00149
	99.32	*VENDOR TOTAL				
	6,005.24				

Schedule of Bills (Fund/Dept)
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD AND BEVERAGE	.....				
CITY BEVERAGE-MARKHAM DELIVERY 03/08/13	120.05	COGS-ALCOHOLIC BEVERAGE	70.775.9738	128223		317 00031
ECOLAB DISHMACHINE MARCH	159.95	EQUIPMENT RENTAL	70.775.9433	1192612		317 00033
GLUNZ BEER ESCROW ACCOUNT	500.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	03/25/13		317 00182
GORDON FOOD SERVICE, INC DELIVERY 02/28/13	832.30	COGS-FOOD	70.775.9736	150671593		317 00074
DELIVERY 03/14/13	1,346.92	COGS-FOOD	70.775.9736	150849868		317 00123
DELIVERY 03/18/13	469.24	COGS-FOOD	70.775.9736	150896744		317 00122
DELIVERY 03/06/13	33.22	COGS-FOOD	70.775.9736	766132768		317 00034
DELIVERY 03/09/13	12.96	COGS-NON-ALCOHOLIC BEV	70.775.9737	766132923		317 00036
DELIVERY 03/19/13	148.56	COGS-FOOD	70.775.9736	766133360		317 00119
DELIVERY 03/20/13	62.95	COGS-FOOD	70.775.9736	766133394		317 00120
DELIVERY 03/22/13	838.41	COGS-FOOD	70.775.9736	766133530		317 00121
DELIVERY 03/14/13	131.59	COGS-FOOD	70.775.9736	76707839		317 00035
	3,876.15	*VENDOR TOTAL				
HAYES BEER DISTRIBUTING DELIVERY 03/15/13	372.85	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1504126		317 00037
DELIVERY 03/19/13	130.67	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1504143		317 00127
DELIVERY 03/19/13	390.74	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1513739		317 00128
	894.26	*VENDOR TOTAL				
HELGET GAS PRODUCTS REFILLS	54.00	COGS-NON-ALCOHOLIC BEV	70.775.9737	00647956		317 00038
SOUTHERN WINE & SPIRITS DELIVERY 03/14/13	125.16	COGS-ALCOHOLIC BEVERAGE	70.775.9738	91315232		317 00044
DELIVERY 03/14/13	190.72	COGS-ALCOHOLIC BEVERAGE	70.775.9738	9131531		317 00043
	315.88	*VENDOR TOTAL				
TURANO BAKING COMPANY DELIVERY 03/15/13	88.60	COGS-FOOD	70.775.9736	668337389		317 00046
	6,008.89	.....			
GLENWOODIE GOLF COURSE	16,151.62	*****				

ACS FINANCIAL
03/28/2013 09:23:11

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

VILLAGE OF GLENWOOD
GL540R-V07.20 PAGE 26

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	717,662.35					

RECORDS PRINTED - 000217

ACS FINANCIAL
03/28/2013 09:23:12

Schedule of Bills (Fund/Dept)

VILLAGE OF GLENWOOD
GL060S-V07.20 RECAPPAGE
GLS40R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	182,846.06
02	ROAD & BRIDGE FUND	3,371.21
03	MOTOR FUEL TAX FUND	232.50
10	SEWER & WATER FUND	11,268.54
40	2010 PROJECT FUND BAB	126,644.00
60	TIF-INDUSTRIAL PARK	375,874.42
63	TIF HOLBROOK ROAD	1,274.00
70	GLENWOODIE GOLF COURSE	16,151.62
TOTAL ALL FUNDS		717,662.35

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BABS	2010 PROJECT FUND BABS	126,644.00
BLUE	CORPORATE	182,846.06
GRAY	ROAD AND BRIDGE FUND	3,371.21
GRN	SEWER AND WATER	11,268.54
HOLB	TIF HOLBROOK ROAD	1,274.00
LTBL	MOTOR FUEL TAX	232.50
RED	GLENWOODIE GOLF COURSE	16,151.62
TIF	TAX INCREMENT FINANCE FUND	375,874.42
TOTAL ALL BANKS		717,662.35

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

DATE APPROVED BY

Donna Gayden

Subject: FW: Request for consideration of liquor license and gaming license

To: kdurkin@villageofglenwood.com

Subject: Request for consideration of liquor license and gaming license

Dear Mayor Kerry Durkin and the Village of Glenwood Committee Board,

This letter is in regards to my request for the consideration of approval for a liquor/gaming licenses. These licenses would allow my restaurant establishment (Athens Gyros) to conduct in the retail sale and consumption of alcohol (Beer & Wine only) and the possibility of video gaming.

I recently purchased Athens Gyros in December 11Th., 2012. When the opportunity to purchase came about, I knew the potential that has not yet been tapped into for this restaurant. I myself am a degreed culinary (chef) from the Le Cordon Bleu of Chicago. My goals are to improve on the already great food and service that we provide, have Athens Gyros become more involved with the Glenwood community, and to increase my sales to 1 million. Athens Gyros has been conducting business in the Glenwood community for over a decade. We are well recognized and highly appreciated by the community of Glenwood and the surrounding areas for the food and service we provide.

My intentions for the use of the licenses are not to turn my restaurant into a bar/ tavern atmosphere, but to allow my establishment to provide my customer base the option of purchasing and enjoying a cold alcoholic beverage with their meals as a dine in only availability. My customer base traffic which includes dining-in and carry-out would definitely make use of their waiting time by either purchasing a drink while they wait or possibly sitting down at a video gaming machine

Obtaining these licenses will be beneficial for both Athens Gyros and the village of Glenwood community. The additional revenue potential will help insure that Athens Gyros doesn't just survive the current economy but flourishes during it. As I peer across the street at the 90% vacant shopping center, it's a sad fact that small businesses are struggling and closing here in Glenwood. Restaurants much like Athens Gyros are closing everyday because of the constant increases in overhead of operation. Federal, State, and County taxation has increased dramatically over the last couple of years. Operating expenses and Food costs have increased and in turn making it harder for a restaurant like mine to compete and survive.

As I stated before these licenses will only benefit us both! With the licenses Athens Gyros can offset the constant increase of operating expenses and taxation, helping the restaurant continue to thrive year to year, while it continues to serve the community. I see a strong potential of revenue growth yearly, while the village of Glenwood community benefits from the taxation revenue of my increased food sales, including potential revenue from liquor sales and taxation of any gaming profits.

Any business that is currently requesting approval for the consideration of a liquor/gaming license that isn't a restaurant up-start local tavern just doesn't make sense to me. My business is entertainment through food and service, why not complete it with amenities of liquor and gaming sales.

I would like to thank you for your time and consideration to my requests.

Respectfully Yours,

Chris C. Pizza-President
Athens Gyros
708-704-4966
cpizza7446@yahoo.com



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333 West Wacker Drive, Suite 500
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Phone (312) 641-1555
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E-mail: sdh@sanchezdh.com
www.sanchezdh.com

February 28, 2013

Wheaton Office

2100 Manchester Road
 Building A, Suite 309
 Wheaton, Illinois 60187

Phone: (630) 752-9880
 Facsimile: (630) 752-9881

- ¹ Also admitted in Indiana
- ² Also admitted in Wisconsin
- ³ Also admitted in Massachusetts
- ⁴ Also admitted in Missouri
- ⁵ Also admitted in Ohio
- ⁶ Also admitted in New York
- ⁷ Also admitted in New Jersey
- ⁸ Also admitted in Pennsylvania
- ⁹ Also admitted in Michigan
- ¹⁰ Also admitted in Arizona
- ¹¹ Also admitted in Florida

John D. Daniels
 John D. Cummins
 Robert T. Varney⁹
 Of Counsel

Via Regular Mail

The Honorable Kerry Durkin
 Mayor, Liquor Control Commissioner
 Village of Glenwood
 Glenwood Village Hall
 One Asselhorn Way
 Glenwood, Illinois 60425

Dear Mayor Durkin:

Please be advised that this office represents Delta Sonic Carwash Systems, Inc. in Glenwood, Illinois. As you know, Delta Sonic offers numerous services at its Glenwood location including car wash, auto detailing, convenience and fuel for sale. We have been a friendly member of the community of Glenwood since 1988 and look forward to a continued relationship with the Village and its citizens.

It is with this continued relationship in mind that we are seeking to expand our presence in the community by adding an additional service of on-premises alcohol sales and legalized video gaming. As you know, the State of Illinois has legalized video gaming and has set strict requirements for licensure. An applicant must either be a truck stop and fulfill those requirements or have an on-premises license for consumption of alcohol.

We are seeking to obtain a combination liquor license to offer on-premises consumption to comply with the Illinois Video Gaming Act in order to obtain a video gaming license for this location. We believe that our car wash facility in Glenwood will provide a safe and profitable venue for video gaming.

As it is our intention to seek a combination on/off premises liquor consumption/sales at this facility in order to become eligible for placing video gaming terminals at this location we are seeking your input in order to effectuate this in the simplest most expedient way practical. Based on our knowledge of this facility and community, we have numerous ideas we believe will make

this a viable, safe and functional facility that offers on-premises consumption with video gaming. We look forward to meeting with you to discuss this application further.

INFORMATION REQUESTED BY GLENWOOD LIQUOR COMMISSION

Owners: Delta Sonic Car Wash Systems, Inc. and all of its facilities are currently owned by two Trusts. Fifty percent is owned by the Benderson 1993-2 Trust with Randall Benderson as the grantor, Ronald Benderson and David H. Baldauf as its Trustees and the beneficiaries are Brett, Todd, Shaun, Evan and Sarah Benderson. Fifty percent of the Delta Sonic Car Wash Systems, Inc. and all its facilities are owned by the Benderson 1993-3 Trust with grantor Ronald Benderson and the trustees Randall Benderson and David H. Baldauf with the same beneficiaries.

Officers: Ronald Benderson, President
Randall Benderson, Vice President
David Baldauf, Secretary

Residency: Delta Sonic Car Wash Systems, Inc. has 28 locations in New York, Illinois and Pennsylvania. There are nine Delta Sonic locations in Illinois. Delta Sonic is seeking video gaming terminals in four of those locations where it is authorized by the municipality. The owners of Delta Sonic reside in New York, however, it employs managers at each location residing in the State of Illinois and the communities in which it has facilities. All are legal residents of the United States.

Character of Business: Delta Sonic Car Wash Systems, Inc. is a car wash facility with dedicated automobile detailing facilities that offers convenience store items, alcohol, food and fuel sales.

Business History: This facility has been open and operating since 1988 and Delta Sonic Car Wash Systems, Inc. has been operating since 1967. This location has offered alcohol sales without incident or violation and has its employees trained by ServSafe annually.

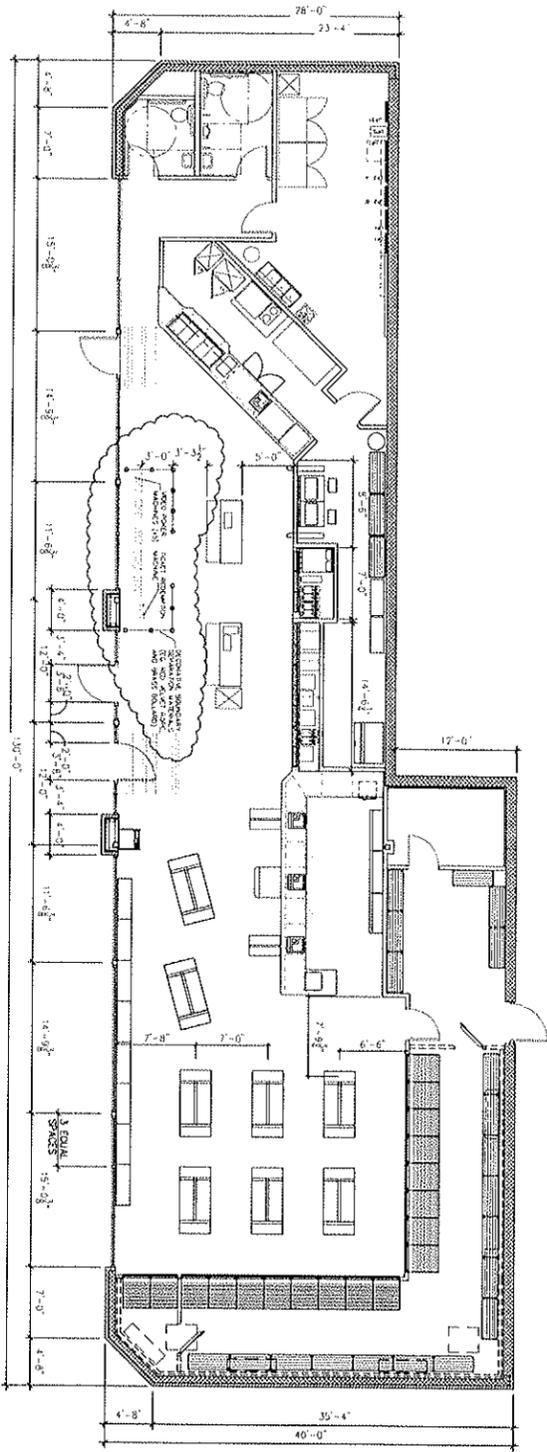
Location: The location of the premises is 18225 South Halsted Street, Glenwood, Illinois.

We look forward to working with the Village of Glenwood to obtain a combination liquor license and legalized video gaming terminals. We are pleased to meet and discuss with you this opportunity at your earliest convenience. Please contact me at (312) 214-3036 to discuss this matter at your convenience.

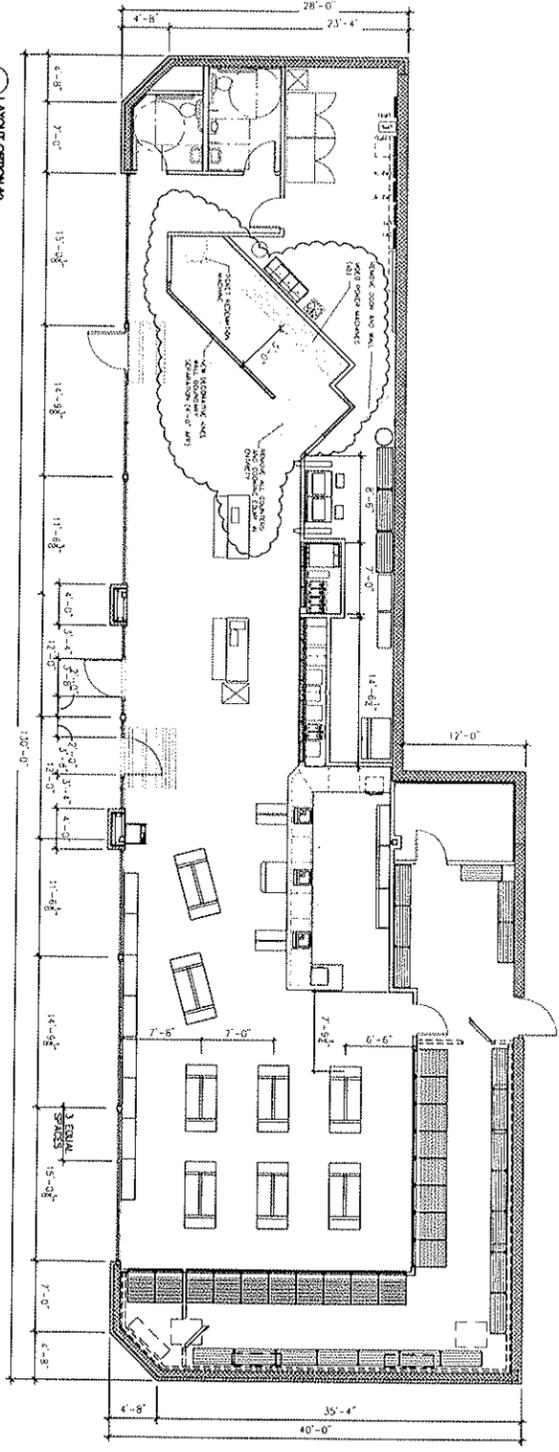
Very truly yours,

Sanchez Daniels & Hoffman LLP


By: Neal B. McQueeney
On behalf of Delta Sonic Car Wash Systems, Inc.



1 LAYOUT OPTION #1
SCALE: 1/8" = 1'-0"



2 LAYOUT OPTION #2
SCALE: 1/8" = 1'-0"

NOTICE
THIS DRAWING IS THE PROPERTY OF DELTA SONIC, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DELTA SONIC, INC.

Drawing Revisions:

NO.	DATE	BY	REVISIONS

DATE:
 DRAWN BY:
 CHECKED BY:
 SCALE:

PROPERTY: **DELTA SONIC**
 Glenwood, IL
 PROJECT: Delta Sonic Car Wash

DELTA SONIC
 MACHINE PLAN
 SL-1

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2013 - _____

**A RESOLUTION AUTHORIZING THE CLOSING OF THE VILLAGE'S ROAD AND
BRIDGE FUND**

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS _____nd DAY OF APRIL 2013

RESOLUTION NO. 2013 - _____

A RESOLUTION AUTHORIZING THE CLOSING OF THE VILLAGE'S ROAD AND BRIDGE FUND

WHEREAS, the Village currently has a fund known as the Road and Bridge Fund;

WHEREAS, Village's auditor's have recommended the Road and Bridge Fund be closed and that the Village create a Road and Bridge Department as part of its general fund;

WHEREAS, the Corporate Authorities finds that it is in the best interest of the Village to accept its auditor's recommendation that the Village's Road and Bridge Fund be closed and be replaced by a Road and Bridge Department of the Village's general fund; and

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to its home rule powers as follows:

SECTION 1: Recitals.

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

SECTION 2: Authorization to close the Road and Bridge Fund.

The Village herein directs the Village's staff to close the Village's Road and Bridge Fund.

SECTION 3: Authorization to create a Road and Bridge Department as part of the Village's General Fund.

The Village's staff is directed to create and establish a Road and Bridge Department within the Village's General Fund. Any funds in the Road and Bridge Fund, if any, shall be moved to the Road and Bridge Department within the Village's General Fund.

SECTION 4: Effective Date.

This Resolution shall be effective immediately.

PASSED by roll call vote this _____ day of _____, 2013.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this _____ day of _____, 2013.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

**A RESOLUTION AUTHORIZING THE VILLAGE OF
GLENWOOD, COOK COUNTY, ILLINOIS TO ENTER INTO
A REVOLVING CREDIT AGREEMENT AND RELATED
INSTRUMENTS IN CONNECTION WITH SECURING A
REVOLVING CREDIT FACILITY FROM WELLS FARGO
BANK, NATIONAL ASSOCIATION**

RECITALS

WHEREAS, the Village of Glenwood, Cook County, Illinois (the "Village"), by a referendum held on November 4, 1986 and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, is a home rule unit of local government and is authorized to exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur indebtedness; and

WHEREAS, the Mayor and the Board of Trustees of the Village (the "Corporate Authorities") have heretofore given authority to the Mayor and the Village Administrator to seek proposals from financial institutions for a revolving credit facility in an effort to satisfy critical funding needs of the Village that may arise from time to time; and

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has submitted a proposal to the Village for the provision of a revolving credit facility that satisfies the expressed needs of the Village; and

WHEREAS, as a condition to providing its revolving credit facility, the Bank will require that repayments due on the revolving credit facility be secured by a general obligation pledge of the Village; and

WHEREAS, substantially final forms of documents reflecting the revolving credit facility have been prepared and are on file with the Village; and

WHEREAS, the Corporate Authorities have heretofore and it is hereby determined that it is advisable and necessary to secure a revolving credit facility from the Bank and that repayments on such revolving credit facility should be secured by the Village's general obligation pledge;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Glenwood, Cook County, Illinois, in the exercise of its home rule powers as follows:

Section 1. The Mayor, Village Clerk or Director of Finance (the "Designated Officers") are hereby authorized to execute that certain Revolving Credit Agreement (the "Credit Agreement") and that certain Fee Letter (the "Fee Letter"), each containing

such financial terms and in substantially the forms attached to this Resolution in **Exhibit A** hereto, with such changes as may be made to such Credit Agreement and Fee Letter between the date of this Resolution and the date of execution of the Credit Agreement as may be approved by the Village and its counsel, such approval to be evidenced by the execution of the Credit Agreement and Fee Letter by the Designated Officer of the Village.

Section 2. The repayment obligations of the Village under the Credit Agreement and the Fee Letter shall be a general obligation of the Village, for which the full faith and credit of the Village are hereby irrevocably pledged and are payable from all sources available to the Village to make such repayment including, without limitation, from the levy of taxes on all of the taxable property in the Village, without limitation as to rate or amount.

Section 3. The Designated Officers are hereby authorized to execute such other instruments, documents, certificates or agreements reasonably required by the Bank in order to effectuate the delivery of the Credit Agreement, the Fee Letter and the revolving credit facility, the approval of such documents to be subject to the review and approval of counsel to the Village, such approval to be evidenced by the execution of any such other instruments, certificate or agreement by the Designated Officers of the Village.

Section 4. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Resolution shall be in full force and effect immediately upon its passage and approval.

ADOPTED THIS 2nd day of April, 2013

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: this 2nd day of April, 2013

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

EXHIBIT A

FORM OF REVOLVING CREDIT AGREEMENT AND FEE LETTER

[ATTACHED]

FEE LETTER

April 3, 2013

Village of Glenwood, Illinois
One Asselborn Way
Glenwood, IL 60425
Attention: Mayor

Ladies and Gentlemen:

Reference is hereby made to the Revolving Credit Agreement dated as of April 1, 2013 (together with any subsequent amendments, restatements, supplements or other modifications thereto, the "*Agreement*"), by and between Village of Glenwood, Illinois (together with any successors and permitted assigns, the "*Village*") and Wells Fargo Bank, National Association (together with its successors and assigns, the "*Lender*"). Capitalized terms used herein without definition shall have the meanings assigned thereto in the Agreement.

This is the Fee Letter referred to in Section 2.02(a) of the Agreement. By countersigning this Fee Letter where indicated below, the Village agrees as follows:

1. **Interest on Advances.** Subject to the provisions of Sections 2.02(b) of the Agreement, from and including the Funding Date relating to each Advance until and including the Termination Date, the Village shall pay, on the first Business Day of each calendar month, interest on each such Advance (the "*Interest Rate on Advances*") accruing at a per annum rate of interest equal to the Prime Index Rate (as defined below); provided, however, that the Interest Rate on Advances shall not be less than 0% per annum. The Interest Rate on Advances shall be calculated on the basis of a year of 360 days consisting of twelve 30-day months.

"*Prime Index Rate*" means, for each day, a per annum rate of interest equal to the difference between (a) the Prime Rate then in effect minus (b) 1.30%.

2. **Costs and Expenses.** The Village shall pay within thirty (30) days after demand:

(a) if an Event of Default shall have occurred, all reasonable costs and expenses of the Lender in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under the Related Documents and such other documents which may be delivered in connection therewith, together with interest thereon at the Default Rate;

(b) a fee for each amendment of any Related Document, or consent or waiver by the Lender under any Related Document, in each case in a minimum amount of \$2,500;

(c) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Lender in connection with advising the Lender as to its rights and responsibilities under the Related Documents or in connection with responding to requests from the Village for consents, amendments and waivers;

(d) any amounts advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance under any Related Document, together with interest at the Default Rate;

(e) any other fees charged by the Lender for any activity with respect to the Related Documents requested by the Village or required under the terms of the Related Documents determined in accordance with the Lender's then-current fee schedule; and

(f) all reasonable fees, costs and expenses of any consultants providing services to the Village or the Lender in accordance with the Related Documents.

3. **Closing Fee.** The Village shall pay a loan fee of \$7,000 to the Bank on the Closing Date.

4. **Payments to Lender's Account.** All payments hereunder and under the Agreement shall be made in immediately available funds and as described in Section 2.04 of the Agreement.

5. **Counterparts.** This Fee Letter may be executed in any number of counterparts, all of which taken together shall constitute one and the same document, and each of which shall for all purposes be deemed to be an original. This Fee Letter may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

6. **Modifications to this Fee Letter.** This Fee Letter may be amended, terminated or otherwise modified only by written instrument executed by the Village and the Lender.

7. **Fees Nonrefundable.** All fees paid hereunder shall be fully earned when due and nonrefundable when paid.

8. **Governing Law.** This Fee Letter shall be deemed to be a contract under, and shall be governed by, and construed and interpreted as described in Sections 8.06 and 8.07 of the Agreement.

9. **No Disclosure.** This Fee Letter contains proprietary and commercial information which if released would give advantage to business competitors and serve no public purpose. Unless required by applicable law, the Village shall not deliver or permit, authorize or consent to

the delivery of this Fee Letter to any Person for delivery to the Municipal Securities Rulemaking Board or any other Person unless the Lender provides its prior written consent.

[Remainder of page intentionally left blank]

[Signature page to Fee Letter]

If the foregoing accurately reflects our agreement, please indicate the same by signing in the space provided below.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

Acknowledged and agreed
as of the first date written above:

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Kerry Durkin
Mayor

[Signature page to Fee Letter]

If the foregoing accurately reflects our agreement, please indicate the same by signing in the space provided below.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

Acknowledged and agreed
as of the first date written above:

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Kerry Durkin
Mayor

EXECUTION COPY

\$7,000,000

REVOLVING CREDIT AGREEMENT

by and between

VILLAGE OF GLENWOOD, ILLINOIS

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Dated as of April 1, 2013

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EXHIBIT G	NOTICE OF EXTENSION OF THE TERMINATION DATE
EXHIBIT H	NOTICE OF ELECTION NOT TO EXTEND THE TERMINATION DATE

REVOLVING CREDIT AGREEMENT

THIS REVOLVING CREDIT AGREEMENT is executed and entered into as of April 1, 2013, by and between VILLAGE OF GLENWOOD, ILLINOIS and WELLS FARGO BANK, NATIONAL ASSOCIATION. All capitalized terms used herein and not otherwise defined in connection with such use shall have the meanings set forth in Article I.

WITNESSETH:

WHEREAS, the Village desires to borrow up to the principal amount of \$7,000,000 to provide available funds for Village needs, and the Lender agrees, upon the terms and conditions herein, to lend such amounts to the Village.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in order to mutually induce the Lender and the Village to enter into this Agreement on the Closing Date the Lender and the Village agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to terms defined at other places in this Agreement, the following defined terms are used throughout this Agreement with the following meanings:

“*Advance*” means each advance of funds by the Lender to, or for the account of, the Village pursuant to Section 2.01 at any time or from time to time which have not been repaid.

“*Agreement*” means this Revolving Credit Agreement, all exhibits hereto including such amendments, modifications or supplements permitted pursuant to Section 8.02.

“*Applicable Law*” means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (A) constitutions, statutes, rules, regulations and orders of all governmental and non-governmental bodies, (B) Governmental Approvals and (C) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators.

“*Authorized Officer*” means the Village’s Mayor, Director of Finance or Village Clerk.

“*Available Commitment*” means an amount equal to the Commitment less the principal amount of all Advances made by the Lender hereunder which have not been repaid.

“*Business Day*” means any day other than (a) a Saturday or Sunday or legal holiday on which the Lender or banking institutions in the states of Illinois or New York are authorized or required to close or (b) a day on which the New York Stock Exchange is closed.

“*Change in Law*” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, any

Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"*Closing Date*" means April 3, 2013.

"*Code*" means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations from time to time promulgated thereunder.

"*Commitment*" means initially Seven Million U.S. Dollars (\$7,000,000), as the same may be reduced from time to time as provided in Section 2.11.

"*Contract*" means any indenture, contract, agreement (other than this Agreement), other contractual restriction, lease, mortgage, instrument (other than the Note), guaranty, certificate of incorporation, charter or by-law, in each case including any amendment, restatement, supplement or other modification thereto.

"*Debt*" means, as to any Person, (a) indebtedness or liability for borrowed money, or for the deferred purchase price of property or services; (b) obligations as lessee under leases, which are, should be or should have been reported as capital leases in accordance with GAAP; (c) all obligations arising under any acceptance facility; (d) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or otherwise to assure a creditor against loss; (e) obligations secured by any Liens on property owned by such Person, whether or not the obligations have been assumed, (f) all other items or obligations which would be included in determining total liabilities on the balance sheet of a Person and (g) obligations of such Person under any Hedge Agreement to which it is a party; provided, however, that "Debt" shall not include (i) trade payables and similar obligations which are incurred in the ordinary course of business and are not past due, (ii) both the indebtedness directly incurred and any corresponding indirect guaranty of the same indebtedness or (iii) planned giving actuarial liabilities as reflected in the financial statements of such Person to the extent they are offset by planned giving investments.

"*Default*" means any Event of Default or the occurrence of any event which with the giving of notice or the passage of time or both would constitute an Event of Default.

"*Default Rate*" means the Prime Rate plus 4.00% per annum.

"*Dollars*", "*U.S. Dollars*" or "*\$*" shall mean the lawful currency of the United States of America.

“*Event of Default*” means one of the events defined as such in Article VI.

“*Excess Interest Amount*” has the meaning assigned thereto in Section 2.02(d).

“*Excluded Taxes*” means, with respect to the Lender or any Participant, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Lender or such Participant is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Village is located.

“*Facility*” means the \$7,000,000 revolving credit facility established by this Agreement.

“*Fee Letter*” means the Fee Letter dated April 3, 2013, between the Village and the Lender, as amended or supplemented from time to time in accordance with its terms.

“*Fiscal Year*” means the period of twelve (12) consecutive calendar months for which financial statements of the respective entity have been examined by its independent certified public accountants, currently for the Village, a year ending on April 30.

“*Fitch*” means Fitch Ratings, and its successors and assigns.

“*Funding Date*” means each date on which the proceeds of an Advance will be advanced by the Lender to or for the benefit of the Village, which date shall be a Business Day.

“*GAAP*” means generally accepted accounting principles in the United States of America.

“*Governmental Approvals*” means an authorization, consent, approval, license or exemption of, registration or filing with, or report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Hedge Agreement*” means any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, total return swap, credit default swap or any other similar transaction (including any option with respect to any of these transactions) and any other agreement or option involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Interest Payment Date” means the first Business Day of each calendar month.

“Interest Rate on Advances” has the meaning assigned thereto in the Fee Letter.

“Law” means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

“Lender” means Wells Fargo Bank, National Association, a national banking association organized and existing under and by virtue of the laws of the United States of America, and its successors and assigns.

“Lender Affiliate” means any Affiliate of the Lender, and includes, without limitation, Wells Fargo Securities (a trade name).

“Lien” means any lien, mortgage, security interest, pledge or other charge or encumbrance of any kind, or any other type of preferential arrangement, including without limitation the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to personal, real or mixed property.

“Loan” means the total amount of all outstanding and unpaid Advances.

“Loan Payment Obligation” means all amounts payable by the Village to the Lender hereunder, under the Fee Letter and under the Note in repayment of the Loan.

“Margin Stock” has the meaning assigned to such term in Regulation U promulgated by the Board of Directors of the Federal Reserve System, as now and hereafter from time to time in effect.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business or operations of the Village, (b) the ability of the Village to carry out its business as of the Closing Date or as proposed to be conducted or to meet or perform its obligations under this Agreement or any of the other Related Documents on a timely basis, (c) the validity or enforceability of this Agreement or any other Related Document, or (d) the rights or remedies of the Lender under this Agreement or any other Related Document.

“Maximum Rate” means the maximum rate of interest permitted by applicable law.

“Moody’s” means Moody’s Investors Service, Inc., and its successors and assigns.

“Note” means the promissory note made by the Village in favor of the Lender in a principal amount equal to the Commitment in substantially the form attached hereto as Exhibit A, including all extensions, renewals and amendments thereto.

“*Other Taxes*” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“*Participant(s)*” means any bank(s) or other financial institution(s) which may purchase a participation interest or assignment from the Lender in the Note and this Agreement pursuant to a participation agreement between the Lender and the Participant(s).

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*Person*” means any natural person, corporation, partnership, association, trust, joint venture, public body or other legal entity.

“*Prime Rate*” means on any day, the rate of interest per annum then most recently established by the Lender as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and the Lender may make various business or other loans at rates of interest having no relationship to such rate. Each time the Prime Rate changes, the Default Rate, a component of which is the Prime Rate, shall change immediately and contemporaneously with such change in the Prime Rate. If the Lender ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

“*Rating Agency*” means any of Fitch, Moody’s or S&P.

“*Related Documents*” means, collectively, this Agreement, the Resolution, the Note and the Fee Letter.

“*Request for Advance*” means a written request for an Advance hereunder substantially in the form of Exhibit B.

“*Resolution*” means the Resolution adopted by the Mayor and Board of Trustees of the Village on April 2, 2013.

“*Risk-Based Capital Guidelines*” means (i) the risk-based capital guidelines in effect in the United States of America on the Closing Date, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendments to such regulations adopted prior to the Closing Date.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

“Termination Date” means the earliest of (i) April 3, 2014, or such later date established as the Termination Date pursuant to Section 2.08 or (ii) the date on which the Commitment is reduced to zero or such earlier date on which the Lender’s obligation to make Advances hereunder is terminated in accordance with the terms hereof; provided, however, that if any such date is not a Business Day, the Termination Date shall occur on the next preceding Business Day.

“Village” means Village of Glenwood, Illinois, a home rule unit of local government organized under the Constitution and laws of the State of Illinois, and any successors or assigns of the Village permitted pursuant to the terms of this Agreement.

Section 1.02. Accounting Matters. All accounting terms used herein without definition shall be interpreted in accordance with GAAP, and except as otherwise expressly provided herein, all accounting determinations required to be made pursuant to this Agreement shall be made in accordance with GAAP.

Section 1.03. Interpretation. All words used herein shall be construed to be of such gender or number as the circumstances require. References herein to any Section, Article or Exhibit shall constitute a reference to the corresponding Section, Article or Exhibit in this Agreement unless otherwise specified.

Section 1.04. Time References. Unless otherwise provided, all reference herein to time shall constitute a reference to the prevailing time in Chicago, Illinois.

ARTICLE II

THE LOAN AND OTHER PAYMENTS

Section 2.01. The Loan Facility: Advances, Reductions and Repayments.

(a) **Funding Advances.** On and after the Closing Date, the Village may request one or more Advances be made hereunder by delivery of a properly completed Request for Advance, which delivery may be made in person, by delivery service, by mail, by facsimile or by electronic mail promptly confirmed by facsimile. Each Request for Advance shall be duly completed, authorized and executed by the Village and shall include, without limitation, and set forth (i) the principal amount of such Advance (which Advance, together with all Advances to be made on the Funding Date for such Advance, shall not exceed the Available Commitment on such Funding Date) and (ii) the Funding Date requested for such Advance. If a Request for Advance is received by the Lender prior to 12:00 p.m. on any Business Day the Lender shall make such Advance by

2:00 p.m. on the same Business Day (or such later Business Day as is specified in such Request for Advance, as the case may be) so long as on the date of each such requested Advance all of the conditions set forth in Section 3.02 have been satisfied. If a Request for Advance is received by the Lender after 12:00 p.m. on any Business Day, then the Lender shall make such Advance by 2:00 p.m. on the next succeeding Business Day (or such later Business Day as is specified in such Request for Advance, as the case may be). Upon the making of each Advance, the Lender shall record such Advance on the Note as provided in Section 2.05. Each Advance shall be in an amount greater than \$5,000 or in any integral multiple of \$5,000 in excess of \$5,000. The Village may not make more than one request for Advance on any Business Day. Advances may be made, repaid and made again, as provided herein. All Advances shall be paid by the Lender to the Village's account described in Section 2.04 in immediately available funds. The proceeds of each Advance shall be used to provide the Village with funds for its governmental purposes.

(b) **Principal Repayment.** Subject to Section 6.02, the principal amount of each Advance shall be due and payable on or before the Termination Date.

Section 2.02. Interest and Fees.

(a) **Fee Letter.** The Village hereby agrees to pay to the Lender all amounts set forth in the Fee Letter, including but not limited to the Interest Rate on Advances, on the dates and in the amounts stated in the Fee Letter. The Fee Letter and this Agreement shall be construed as one agreement between the Village and the Lender and all obligations under the Fee Letter shall be construed as obligations hereunder.

(b) **Default Rate.** The Village agrees to pay to the Lender, on demand, interest at the Default Rate on the principal amount of the outstanding Advances and, to the extent permitted by Applicable Law, all interest accrued thereon, and any and all other amounts owed by the Village under this Agreement and the Note from the earlier of (i) the date any such amounts are due and payable (whether by maturity, acceleration or otherwise) but not paid until payment thereof in full and (ii) from the date of and during the continuance of an Event of Default.

(c) **Maximum Rate.** If the amount of interest payable in respect of the Loan on any date such interest is due and payable hereunder calculated in accordance with the provisions of this Section 2.02 exceeds the amount of interest that would be payable on such date had interest been calculated at the Maximum Rate, then interest on the Loan payable on such date shall be calculated and payable on the basis of the Maximum Rate.

(d) **Excess Interest.** Any interest that would have been due and payable on the Loan but for the operation of Section 2.02(c) shall be payable as provided in this Section 2.02(d) and Section 2.02(e) and shall constitute the "Excess Interest Amount." At any time that there is any accrued and unpaid Excess Interest Amount the Loan shall bear interest at the Maximum Rate, rather than the interest rate determined in accordance with this Section 2.02, until payment to the Lender of the entire Excess Interest Amount.

(e) **Excess Interest Fee.** Notwithstanding the foregoing, on the date on which there is no Loan outstanding, the Village shall pay to the Lender a fee equal to any outstanding Excess Interest Amount.

Section 2.03. Increased Costs.

(a) **Increased Costs Generally.** If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender or any Participant except any reserve requirement reflected in the Index Interest Rate;

(ii) subject to the Lender or any Participant to any Tax of any kind whatsoever with respect to this Agreement or the Note, or change the basis of taxation of payments to the Lender or such Participant in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.06 and the imposition of, or any change in the rate of any Excluded Tax payable by the Lender or such Participant); or

(iii) impose on the Lender or any Participant any other condition, cost or expense affecting this Agreement or the Note;

and the result of any of the foregoing shall be to increase the cost to the Lender or such Participant with respect to this Agreement, or to reduce the amount of any sum received or receivable by the Lender or such Participant hereunder (whether of principal, interest or any other amount) then, upon written request of the Lender or such Participant, the Village shall promptly pay to the Lender or such Participant, as the case may be, such additional amount or amounts as will compensate the Lender or such Participant, as the case may be, for such additional costs incurred or reduction suffered.

(b) **Capital Requirements.** If the Lender or any Participant determines that any Change in Law affecting the Lender or such Participant or the Lender's or such Participant's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the Lender's or such Participant's or the Lender's or such Participant's parent or holding company holding, if any, as a consequence of this Agreement, to a level below that which the Lender or such Participant or the Lender's or such Participant's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's or such Participant's policies and the policies of the Lender's or such Participant's parent or holding company with respect to capital adequacy), then from time to time, upon written request of the Lender or such Participant, the Village shall promptly pay to the Lender or such Participant, as the case may be, such additional amount or amounts as will compensate the Lender or such Participant or the Lender's or such Participant's parent or holding company for any such reduction suffered.

(c) **Certificates for Reimbursement.** A certificate of the Lender or any Participant setting forth the amount or amounts necessary to compensate the Lender or any such Participant or the Lender's or any such Participant's parent or holding company, as the case may be, as specified in Section 2.03(a) or (b) and delivered to the Village, shall be conclusive absent manifest error. The Village shall pay the Lender or any such Participant, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of the Lender or any such Participant to demand compensation pursuant to this Section 2.03 shall not constitute a waiver of the Lender's or any such Participant's right to demand such compensation.

Section 2.04. Method of Payment. All payments by the Village to the Lender hereunder shall be fully earned when due and nonrefundable when paid and shall be in lawful currency of the United States and in immediately available funds. All amounts due hereunder and under the Fee Letter shall be payable by the Village to the account of the Lender at: Denver Loan Center, ABA: 121000248, Name: Wells Fargo Bank, Account #: 00029690050720, Account Name: Wires In Process, Address: Denver, CO; Originator to Beneficiary Info.: Cust Name: Village of Glenwood, Illinois, OBGR: [_____], OBGN: [to be assigned], or such other account as the Lender may specify from time to time by written notice to the Village. Any payment received by the Lender after 4:00 p.m., shall be deemed to have been received by the Lender on the next Business Day. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the immediately succeeding Business Day and such additional time shall be taken into account in calculating the fees or interest paid hereunder on such date.

Section 2.05. Maintenance of Accounts. The Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Village and the amounts payable and paid from time to time hereunder. The Lender shall also mark each Advance and repayment on Schedule I of the Note. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts or upon the Note shall be presumptive evidence of the existence and amounts of the obligations of the Village therein recorded. The failure to record any such amount shall not, however, limit or otherwise affect the obligations of the Village hereunder to repay all amounts owed hereunder, together with all interest accrued thereon as provided in this Article II and in the Fee Letter.

Section 2.06. Taxes.

(a) **Payments Free of Taxes.** Any and all payments to the Lender or other Participant by or on account of any obligation of the Village hereunder shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Village shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.06) the Lender or such Participant receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Village shall make such deductions and

(iii) the Village shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) **Payment of Other Taxes by the Village.** Without limiting the provisions of Section 2.06(a), the Village shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) **Indemnification by the Village.** The Village shall indemnify the Lender and the other Participants, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.06) paid by the Lender or such Participant and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate stating the amount of such payment or liability delivered to the Village by the Lender or such Participant shall be conclusive absent manifest error. In addition, the Village shall indemnify the Lender and the other Participants, within ten (10) days after demand therefor, for any incremental Taxes that may become payable by the Lender as a result of any failure of the Village to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Lender and the other Participants, pursuant to Section 2.06(d), documentation evidencing the payment of Taxes.

(d) **Evidence of Payments.** As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Village to a Governmental Authority, the Village shall deliver to the Lender and such other Participant, as applicable, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender or such Participant, as applicable.

(e) **Treatment of Certain Refunds.** If the Lender or any other Participant determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section 2.06 (including additional amounts paid by the Village pursuant to this Section 2.06), it shall pay to the applicable indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section 2.06 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Lender or such Participant, as applicable, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the applicable indemnifying party, upon the request of the Lender or such Participant, as applicable, agrees to repay the amount paid over pursuant to this Section 2.06 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Lender or such Participant, as applicable, in the event the Lender or such Participant, as applicable, is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.06(e), in no event will the Lender or such Participant, as applicable, be required to pay any amount to an indemnifying party pursuant to this Section 2.06(e) the payment of which would place the

Lender or such Participant, as applicable, in a less favorable net after-Tax position than the Lender or such Participant, as applicable, would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the Lender or such Participant, as applicable, to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Village or any other Person.

(f) **Survival.** Without prejudice to the survival of any other agreement of the Village hereunder, the agreements and obligations of the Village contained in this Section 2.06 shall survive the termination of this Agreement and the payment in full of the Loan Payment Obligations and the obligations of the Village thereunder and hereunder.

Section 2.07. Prepayment. The Village may from time to time prepay all or any part of the outstanding principal amount of any Advance on any Business Day, without premium or penalty, but with payment of all accrued but unpaid interest to the date of prepayment on the principal amount prepaid; provided that, any such prepayment may occur only if (a) the Lender has received an irrevocable written notice of such prepayment not later than 1:00 p.m. three Business Days prior to the date of such prepayment, and (b) any such prepayment shall be in an amount not less than \$5,000, and in integral multiples of \$5,000 in excess thereof unless a lesser amount will suffice to repay the outstanding principal balance of the Advance in full.

Section 2.08. Extension of Termination Date. Not less than 90 days prior to the Termination Date then in effect the Village may deliver a written request to the Lender in the form of Exhibit F hereto requesting that the Lender extend the Termination Date. Within 30 days of the Lender's receipt of such written request, the Lender shall give the Village written notification in the form of Exhibit G or H hereto as to whether the Lender in its sole discretion elects to extend such Termination Date, and, if the Lender in its sole discretion grants such request, the terms under which the Lender will grant such request; provided, however, if the Lender fails to give any such notice or if the Lender elects to extend the Termination Date, but on terms different than those then set forth herein which are unacceptable to the Village, the Village's written request for extension shall be deemed denied and the Termination Date shall occur on the Termination Date then in effect.

Section 2.09. Cure. The Village agrees to pay to the Lender on demand any amounts advanced by or on behalf of the Lender to the extent required to cure any Default or Event of Default under this Agreement. The Lender shall have the right, but not the obligation, to cure any such Default or Event of Default.

Section 2.10. Termination or Reduction of Commitment.

(a) Unless previously terminated, the Commitment shall terminate at 5:01 p.m. on the Termination Date.

(b) The Village may at any time terminate or permanently reduce the Commitment for any reason upon (i) the payment in full of all outstanding Advances (or in the case of a reduction in the Commitment, the payment in full of outstanding

Advances such that the Loan does not exceed the Commitment after giving effect to such reduction), together with accrued and unpaid interest thereon, (ii) the payment in full of accrued and unpaid fees, and (iii) the payment in full of all reimbursable expenses and other obligations owed to the Lender hereunder together with accrued and unpaid interest thereon.

(c) The Village shall notify the Lender of any election to terminate or reduce the Commitment under paragraph (b) of this Section 2.11 at least three (3) Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Any termination or reduction of the Commitment shall be permanent.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01. Conditions Precedent to the Closing Date. As a condition precedent to the execution and delivery of this Agreement, the Lender shall have received the following items on or before the Closing Date, each in form and substance satisfactory to the Lender and its counsel:

(a) **Related Documents.** Receipt by the Lender of counterparts of the Related Documents (other than the Note and the Resolution) signed by the Village.

(b) **Resolution.** Receipt by the Lender of the Resolution, as amended and supplemented to the date of closing, certified by the Village Clerk (which certificate, dated the Closing Date, shall state that such Resolution is in full force and effect on the Closing Date and have not been further amended or supplemented in any manner).

(c) **Note.** The executed original Note in the form of Exhibit A made in favor of the Lender, in the principal amount of the Commitment.

(d) **Opinions of Counsel for the Village.** Opinions, upon which the Lender may rely, of Peck, Shaffer & Williams LLP and Rosenthal, Murphy, Coblenz & Donahue as to the enforceability of the Related Documents and covering such other matters described in Exhibits D and E, respectively.

(e) **Incumbency Certificates.** Receipt by the Lender of a certificate of the Mayor and Village Clerk, dated the Closing Date and covering such matters described in Exhibit C, certifying as to the names and true signatures of officers of the Village authorized to execute the Related Documents and any other document to be delivered by the Village hereunder.

(f) **Closing Certificate.** Receipt by the Lender of a certificate of an Authorized Officer of the Village, dated the Closing Date, certifying that (i) each of the Village's representations and warranties contained in the Related Documents is true and correct on and as of the Closing Date and (ii) no Default has occurred and is continuing.

(g) **Fees.** Payment of the closing fee described in the Fee Letter and the reasonable fees and expenses of counsel to the Lender incurred in connection with negotiation, execution and delivery of this Agreement.

(h) **Other Documents.** Such other documents, instruments, approvals and, if requested by the Lender, certified duplicates of executed copies thereof, and opinions as the Lender may reasonably request.

Section 3.02. Conditions Precedent to Advances. The obligation of the Lender to make an Advance pursuant to Section 2.01 is subject to the satisfaction of the following conditions, unless waived in writing by the Lender:

(a) **Request for Advance.** The Lender shall have received a properly completed and executed Request for Advance.

(b) **Availability.** The principal amount of such Advance, together with the principal amount of all other Advances made or to be made on such Funding Date, does not exceed the Available Commitment on such Funding Date.

(c) **Termination Date.** The Termination Date shall not have occurred.

(d) **Default.** No Default or Event of Default shall have occurred and be continuing.

Each Request for Advance received by the Lender shall constitute a representation and warranty by the Village that all conditions in this Section 3.02 have been satisfied.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The recitals on page one of this Agreement are hereby incorporated into and made a part of this Agreement. The Village hereby represents and warrants that such recitals are true and correct. The Village further represents and warrants to the Lender as follows:

Section 4.01. Existence and Power. The Village is a home rule unit of local government, validly organized and existing under the Constitution and the Laws of the State of Illinois and has full power and authority required to carry on its activities as now conducted.

Section 4.02. Corporate and Governmental Authorization; Contravention. The execution, delivery and performance by the Village of the Related Documents are within its home rule powers, have been duly authorized by all necessary action, require no action by or in respect of or filing with, any other governmental body, agency or official and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the Village's ordinances, or of any agreement, judgment, injunction, order, decree or other instrument binding upon the Village or any of its assets or result in the creation or imposition of any Lien on any asset of the Village.

Section 4.03. Valid and Binding Agreements. Each of the Related Documents constitutes a valid and binding agreement of the Village, enforceable against the Village in accordance with its terms.

Section 4.04. Financial Information. The balance sheet of the Village as of April 30, 2012 and the related statement of revenues and expenses and changes in financial position for the Fiscal Year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Lender, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the Village at such dates and for such periods, and were prepared in accordance with GAAP. Since April 30, 2012, there has been no (i) change which may have a Material Adverse Effect and (ii) increase in the Debt of the Village, except for Debt relating to the Related Documents.

Section 4.05. Litigation. Except as has been disclosed to the Lender in writing, as of the Closing Date, there is no action, suit or proceeding pending against or, to the knowledge of the Village, threatened against or affecting the Village before any court or arbitrator or any other Governmental Authority in which there is a reasonable possibility of an adverse decision which may have a Material Adverse Effect.

Section 4.06. No Defaults. The Village is not in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any resolution or other agreement or instrument to which it is a party, except for such defaults as have not had and will have no material adverse effect on the business, financial position, results of operations or prospects of the Village.

Section 4.07. Sovereign Immunity. The Village is not entitled to claim, and shall not assert any claim, with respect to itself or its revenues, assets or property (irrespective of the use or intended use thereof), of immunity on the grounds of sovereignty or similar grounds from suit, jurisdiction of any court, relief by way of injunction, order for specific performance or for recovery of property, attachment of its assets (whether before or after judgment, in aid of execution, or otherwise) and execution or enforcement of any judgment to which it or its revenues, assets or property might otherwise be entitled in any suit, action or proceeding relating to this Agreement or the other Related Documents in the courts of any jurisdiction, nor may there be attributed to the Village or its revenues, assets or property any such immunity (nor shall such attribution be claimed by the Village).

Section 4.08. Complete and Correct Information. All information, reports and other papers and data with respect to the Village furnished to the Lender were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the Lender a true and accurate knowledge of the subject matter. As of the Closing Date, no fact is known to the Village which materially and adversely affects or in the future may so far as it now can reasonably foresee materially and adversely affect the business, assets or liabilities, financial condition, results of operations, or business prospects of the Village which has not been set forth in the financial statements referred to in Section 4.04 above or in such information, reports, papers and data or otherwise made available to the Lender. Taken as a whole, the other documents made available or statements made by the Village in connection with the negotiation, preparation or execution of the Related Documents do not contain any untrue statement of a fact

material to its creditworthiness or omit to state a material fact necessary in order to make the statements contained therein not misleading as of the date of the statement.

Section 4.09. Nature of Obligations. The obligation of the Village to pay the Loan Payment Obligations is a general obligation of the Village to which its full faith and credit has been pledged.

Section 4.10. Investment Company Act. The Village is not an “investment company” or a company “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 4.11. Anti-Terrorism Laws. The Village is not in violation of any Laws relating to terrorism or money laundering (“Anti-Terrorism Laws”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the Patriot Act;

(a) The Village is not any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or Controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list.

(b) The Village does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (a)(i) above, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE V
COVENANTS

So long as the Termination Date has not occurred or any amount is due or owing to the Lender under any Related Document, the Village shall comply with each of the covenants contained in this Article V unless the Lender shall otherwise consent in writing.

Section 5.01. Reporting Requirements. The Village shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Village consistent with the Laws of the State of Illinois governing financial reporting for local governments, and will furnish to the Lender one copy of each of the following:

(a) ***Audited Financials.*** As soon as available, and in any event within 240 days after the close of each Fiscal Year of the Village, the financial statements of the Village which shall be audited and reported on without qualification by independent certified public accountants reasonably acceptable to the Lender and shall be certified to the Village by such accountants as (i) having been prepared in accordance with the Laws of the State of Illinois governing financial reporting for local governments, (ii) fairly presenting the financial condition of the Village as at the end of such Fiscal Year and reflecting its operations during such Fiscal Year and (iii) showing all material liabilities, direct or contingent, and disclosing the existence of any off-balance sheet transactions, and shall include, without limitation, balance sheets, profit and loss statements and statements of cash flows, together with notes and supporting schedules, all on a consolidated and consolidating basis and in reasonable detail and including a copy of any management letter or audit report provided to the Village by such accountants; provided, that if such financial statements are not available within 240 days after the close of each Fiscal Year of the Village, the Village shall provide written notice to the Bank listing the reason for the delay and the date such financial statements are expected to be completed;

(b) ***Unaudited Financials.*** As soon as available, and in any event within sixty (60) days after the end of each fiscal quarterly period of each Fiscal Year of the Village, the unaudited financial statements of the Village, including a balance sheet, profit and loss statement, statement of cash flow and notes as of the end of such fiscal quarterly period and for such fiscal quarterly period and the current Fiscal Year to the end of such fiscal quarterly period, which shall be internally prepared by the Village and presented to the Lender on a consistent basis;

(c) ***Compliance Certificate.*** Simultaneously with the delivery of each set of financial statements referred to in subsections (a) and (b) of this Section, a certificate signed by a principal financial officer of the Village, (i) stating that such officer has made a review of activities during the preceding period for the purpose of determining whether the Village has complied with all of the terms, provisions and conditions of the Related Documents, and (ii) attesting that, to the best of his/her knowledge, the Village has kept, observed, performed and fulfilled each and every such covenant, provision and condition on its part to be performed and no Event of Default or Default has occurred, or if an

Event of Default or Default has occurred such certificate shall specify such event or condition, the nature and status thereof and any remedial steps taken or proposed to correct such event or condition;

(d) **Budget.** As soon as available, the approved annual operating budget of the Village for each Fiscal Year;

(e) **Default.** Within five Business Days after any officer of the Village obtains knowledge of any Default, if such Default is then continuing, written notice from an Authorized Officer setting forth the details thereof and the action which the Village is taking or proposes to take with respect thereto;

(f) **Reports to Rating Agency.** Copies of all filings or reports submitted by the Village to any Rating Agency.

(g) **Litigation.** Promptly provide written notice of all actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, against the Village and which involve claims which may have a Material Adverse Effect;

(h) **Material Events.** Copies of all filings made by the Village with the Municipal Securities Rulemaking Board promptly after such filings are made, to the extent such documents have not been furnished to the Lender under any other provision of this Agreement; and

(i) **Other Information.** From time to time such additional information regarding the financial position, business, results of operations or prospects of the Village as the Lender may reasonably request.

Section 5.02. Conduct of Business and Maintenance of Existence. The Village will promptly notify the Lender if any change in its existence as a home rule unit of local government under the Constitution and the Laws of the State of Illinois is being contemplated or is the subject of a referendum.

Section 5.03. Compliance with Laws. The Village will comply in all material respects with all applicable Laws, ordinances, rules, regulations and requirements of Governmental Authorities.

Section 5.04. Access to Property; Communication with Accountant. The Village shall permit the duly authorized representatives of the Lender, during the Village's normal administrative business hours, to enter the Village's property or any parts thereof, to examine and copy the Village's financial and corporate books, records and accounts and to discuss the affairs, finances, business and accounts of the Village with the Village's officers, directors and employees. The Village authorizes the Lender to communicate directly with its accountants, and authorizes and shall instruct such accountants to communicate with, disclose and make available to, the Lender, any and all financial statements and other supporting financial documents, schedules and information relating to the Village with respect to the business, results of operations, financial condition and other affairs of the Village.

Section 5.05. Additional Debt. The Village shall provide the Bank with written notice of the issuance, incurrence, assumption or guarantee of any Debt by the Village.

Section 5.06. Deposit Account. (a) The Village shall maintain a depository account with the Lender for the purpose of Advances on the Loan and payments of principal and interest on the Loan.

(b) The Village irrevocably authorizes the Lender to debit from time to time any deposit account of the Village at the Lender for the amount of principal and interest due on the Loan.

Section 5.07. Use of Proceeds. The Village shall use the proceeds of the Loan solely for the governmental purposes of the Village.

Section 5.08. Federal Reserve Board Regulations. The Village shall not use any portion of the Loan proceeds for the purpose of carrying or purchasing any Margin Stock and has not incurred any Debt to be reduced, retired or purchased by the Village out of the Loan proceeds, and the Village does not own and has no intention of acquiring any Margin Stock.

Section 5.09. Accounting Methods and Fiscal Year. The Village shall not adopt, permit or consent to any change in its method of accounting, other than as permitted or required by the Laws of the State of Illinois governing local governments and shall not adopt, permit or consent to any change in its established Fiscal Year.

Section 5.10. Certain Information. The Village shall not include in any offering document any information concerning the Lender that is not supplied in writing, or otherwise approved in writing, by the Lender expressly for inclusion therein.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01. Events of Default. The occurrence of any of the events (including the expiration of any specified time) set forth in this Section 6.01 shall constitute an event of default (each, an "Event of Default"):

(a) The Village shall fail to pay when due (i) any principal or interest payable under Section 2.01(b) or Section 2.02(a) of this Agreement or (ii) any other amount owed by the Village to the Lender pursuant to any Related Document;

(b) The Village shall fail to observe or perform any covenant contained in Sections 5.02, 5.04, 5.06 and 5.08 through 5.10, inclusive or in the Note;

(c) The Village shall fail to observe or perform any covenant or agreement contained in any Related Document (other than those covered by clause (a) or (b) above) for 30 days after written notice thereof has been given to the Village by the Lender;

(d) Any representation, warranty, certification or statement made by the Village in any Related Document or in any certificate, financial statement or other document delivered pursuant hereto or thereto shall prove to have been incorrect in any material respect when made (or deemed made);

(e) The Village shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any action to authorize any of the foregoing;

(f) An involuntary case or other proceeding shall be commenced against the Village seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief or other similar order shall be entered against the Village under the federal bankruptcy laws or applicable state law, respectively, as now or hereafter in effect;

(g) A moratorium or repudiation shall have been declared or announced (whether or not in writing) with respect to any Debt of the Village;

(h) Any Related Document or any material provision of any Related Document at any time for any reason cease to be valid and binding obligation of the Village, or shall cease to be in full force and effect, or the validity or enforceability thereof shall be contested by the Village or the Village shall renounce the same or deny that it has any further liability hereunder or thereunder;

(i) Any court of competent jurisdiction or other Governmental Authority with jurisdiction to rule on the validity of any provision of this Agreement or any of the other Related Documents shall find or rule that this Agreement or any of the other Related Documents are not valid or not binding on the Village;

(j) The occurrence of any event which could reasonably be expected to result in a Material Adverse Effect; or

(k) Dissolution or termination of existence of the Village.

Section 6.02. Rights and Remedies.

(a) **Automatic Acceleration and Termination of Facility.** Upon the occurrence of an Event of Default specified in Section 6.01(a)(i), (f), (g) or (i), the principal of and the interest on the Loan and the Note at the time outstanding, and all

other amounts owed to the Lender under the Related Documents, shall thereupon become due and payable without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Agreement or the other Related Documents to the contrary notwithstanding, and (ii) the Facility, and the right of the Village to request borrowings under this Agreement, shall immediately terminate.

(b) **Other Remedies.** If any Event of Default shall have occurred, and during the continuance of any Event of Default, the Lender shall provide written notice thereof to the Village and may do any of the following:

(i) declare the principal of and interest on the Loan at the time outstanding, and all other amounts owed to the Lender under the Related Documents, to be forthwith due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in the Related Documents to the contrary notwithstanding;

(ii) terminate the Facility and any other right of the Village to request borrowings hereunder;

(iii) exercise any other rights and/or pursue any other remedies available to the Lender at law or in equity.

ARTICLE VII

NATURE OF OBLIGATIONS

Section 7.01. Obligations Absolute. The obligations of the Village under the Related Documents shall be absolute, unconditional and irrevocable general obligations of the Village, and shall not be subject to any right of setoff or counterclaim against the Lender or any Participant and shall be paid and performed strictly in accordance with the terms of the Related Documents, under all circumstances whatsoever, including, without limitation, the following circumstances:

(a) any lack of validity or enforceability of any Related Document;

(b) any amendment or waiver (other than pursuant to the express terms thereof) of any provision of any Related Document;

(c) the existence of any claim, setoff, defense or other rights which the Village may have at any time against the Lender, any Participant or any other Person, whether in connection with any Related Document or any transaction contemplated thereby or any unrelated transaction; or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Section 7.02. Successors and Assigns; Continuing Obligation. The Related Documents are continuing obligations and shall (a) be binding upon the Village, its permitted successors and assigns, and (b) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Village may not assign all or any part of the Related Documents without the prior written consent of the Lender. The Lender may assign this Agreement and its rights under the Note to any other Person with the prior written consent of the Village or to a Person that is an affiliate of the Lender without the prior written consent of the Village.

Section 7.03. Waivers and Consents by Village. The Village and any and all others who are now or may become liable for all or part of the obligations of the Village under the Related Documents (all of the foregoing being referred to collectively herein as the "Obligors"), agree to be bound hereby jointly and severally and (a) waive and renounce any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced hereby or by any extension or renewal hereof; (b) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, notice of protest and all pleas of division and discussion; (c) waive all notices (except as specifically provided herein) in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default or enforcement of the payment hereof or hereunder; (d) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (e) agree that the liability of each of the Obligors shall be unconditional and without regard to the liability of any other Person for the payment thereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by the Lender with respect thereto; (f) consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any Person or entity liable for the payment hereof; and (g) consent to the addition of any and all other makers, endorsers, guarantors and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such obligors or security shall not affect the liability of any of the Obligors.

Section 7.04. Liability of the Lender. Neither the Lender nor any of its officers or directors shall be liable or responsible for: (a) the use which may be made of Advances; (b) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by the Lender against presentation of documents which do not comply with the terms hereof; or (d) any other circumstances whatsoever in making or failing to make payment hereunder, except only that the Village shall have a claim against the Lender, and the Lender shall be liable to the Village, to the extent, but only to the extent, of any direct, as opposed to consequential or punitive, damages suffered by the Village which the Village proves were caused by (i) the Lender's willful misconduct or gross negligence in determining whether documents presented hereunder comply with the terms hereof or (ii) the Lender's willful failure to pay hereunder after the presentation to it by the Village of a Request for Advance strictly complying with the terms and conditions hereof. In furtherance and not in limitation of the foregoing, the Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

Section 7.05. Indemnification. To the extent permitted by law, the Village hereby indemnifies the Lender and its affiliates and directors, officers, agents and employees of each of the foregoing (each an "Indemnitee") and holds each Indemnitee harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind, including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by any Indemnitee in connection with any investigative, administrative or judicial proceeding (whether or not such Indemnitee shall be designated a party thereof) relating to or arising out of any Related Document or any actual or proposed use of the proceeds of the Loan hereunder or any other transaction contemplated hereby or thereby; *provided* that no Indemnitee shall have the right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction. The obligations of the Village under this Section 7.05 shall survive the repayment of the Loan and the termination of this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Right of Setoff. Upon the occurrence of an Event of Default, the Lender may, at any time and from time to time, without notice to the Village or any other Person (any such notice being expressly waived), set off and appropriate and apply, against and on account of, any obligations and liabilities of the Village to the Lender arising under or connected with the Related Documents, without regard to whether or not the Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured, any and all deposits (general or special, including but not limited to indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Debt at any time held or owing by the Lender to or for the credit or the account of the Village.

Section 8.02. Amendments and Waivers. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Village from any such provision shall in any event be effective unless the same shall be in writing and signed by the Village and the Lender.

Section 8.03. No Waiver; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right under this Agreement preclude any other further exercise of such right or the exercise of any other right. No express or implied waiver by the Lender of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or at equity.

Section 8.04. Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Agreement shall be in writing (including telexed and facsimile communication), unless otherwise expressly permitted hereunder, and shall be properly addressed and sent by registered or certified mail or by express courier for next Business Day delivery and shall be deemed received as follows: (a) if by registered or certified mail, five (5) days after mailing; (b) if by express courier, on the next

Business Day; and (c) if by facsimile, when confirmation of transmission is obtained if prior to 5:00 p.m. local time on a Business Day, and otherwise, on the next Business Day; provided that service of a notice prescribed by any applicable statute shall be considered complete when the requirements of that statute are met. Notices by electronic mail (e-mail) shall not constitute notice under this Agreement and are only to be used in addition to notice given as prescribed under (a), (b) or (c) of this Section 8.04. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

If to the Village, addressed to it at:

Village of Glenwood, Illinois
One Asselborn Way
Glenwood, IL 60425
Attention: Mayor
Telephone: (708) 753-2400
Facsimile: (708) 753-2406

If to the Lender, addressed to it at:

Wells Fargo Bank, National Association
2 Westbrook Corporate Center, Suite 230
Westchester, IL 60154
Attention: Mr. Joe Piscitello
Telephone: (708) 562-6855
Facsimile: (708) 562-4572

The Lender may in its sole discretion rely on any notice (including telephone communication or e-mail communication) purportedly made by or on behalf of the Village, but it shall have no duty to accept any notice not given as prescribed in this Section and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 8.05. Severability. Any provision of the Related Documents which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 8.06. Arbitration.

(a) **Binding Arbitration.** The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise in any way arising out of or relating to (i) any credit subject hereto, or any of the Related Documents, and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution,

formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

(b) **Governing Rules.** Any arbitration proceeding will (i) proceed in a location in Illinois selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state Law.

(c) **No Waiver of Provisional Remedies, Self-Help and Foreclosure.** The arbitration requirement does not limit the right of any party to (i) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (ii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in clauses (i) and (ii) of this subsection.

(d) **Arbitrator Qualifications and Powers.** Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Illinois or a neutral retired judge of the state or federal judiciary of Illinois, in either case with a minimum of ten years' experience in the substantive Law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of the State of Illinois and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award.

The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Illinois Code of Civil Procedure or other applicable Law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) **Discovery.** In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) **Class Proceedings and Consolidations.** No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed any Related Document, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) **Payment of Arbitration Costs and Fees.** The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) **Miscellaneous.** To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures required in the ordinary course of its business or by applicable Law. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Related Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Related Documents or any relationship between the parties.

Section 8.07. Governing Law; Consent To Jurisdiction; Waiver Of Jury Trial.

(a) **Governing Law.** THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND TOGETHER WITH ANY DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE FEDERAL LAW, WITHOUT REGARD TO CHOICE OF LAW RULES.

(b) **Consent to Jurisdiction.** IN THE EVENT THAT A DISPUTE IS NOT SUBMITTED TO ARBITRATION AS PROVIDED FOR IN SECTION 8.06 FOR ANY REASON, BUT BECOMES THE SUBJECT OF A JUDICIAL ACTION, EACH PARTY HERETO CONSENTS TO AND SUBMITS TO IN PERSONAM JURISDICTION AND VENUE IN THE STATE OF ILLINOIS AND IN THE FEDERAL DISTRICT COURTS WHICH ARE LOCATED IN THE STATE OF ILLINOIS. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE ILLINOIS AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION ON THE GROUNDS OF MINIMUM CONTACTS, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY PLEA OF FORUM NON CONVENIENS. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT. REGARDLESS OF WHETHER THE PARTY'S ACTIONS TOOK PLACE IN THE STATE OF ILLINOIS OR ELSEWHERE IN THE UNITED STATES, THIS SUBMISSION TO JURISDICTION IS NONEXCLUSIVE, AND DOES NOT PRECLUDE EITHER PARTY FROM OBTAINING JURISDICTION OVER THE OTHER IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) **Waiver of Jury Trial.** IN THE EVENT THAT A DISPUTE IS NOT SUBMITTED TO ARBITRATION AS PROVIDED FOR IN SECTION 8.06 FOR ANY REASON, BUT BECOMES THE SUBJECT OF A JUDICIAL ACTION, EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE LENDER TO PROVIDE THE FACILITY AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE VILLAGE AND THE LENDER IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

(d) The covenants and waivers made pursuant to this Section 8.07 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 8.08. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Agreement.

Section 8.09. Limit of Validity. If for any circumstances whatsoever, fulfillment of any provision of the Related Documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or other applicable law, with regard to obligations of like character and amount, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no

event shall any exaction be possible under the Related Documents that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Section 8.09 shall control every other provision of this Agreement.

Section 8.10. Counterparts. This Agreement may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

Section 8.11. Complete and Controlling Agreement. The Related Documents completely set forth the agreements between the Lender and the Village and fully supersede all prior agreements, both written and oral, between the Lender and the Village relating to the Loan and all matters set forth herein and in the other Related Documents.

Section 8.12. Interpretation. Should any provision of any Related Document require a judicial interpretation, it is agreed that the judicial body interpreting or construing such Related Document shall not apply the assumption that the terms of such Related Document shall be made more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the agreement. The Lender and the Village acknowledge and agree that they and their attorneys and agents have each participated equally in the negotiation and preparation of the Related Documents.

Section 8.13. Illegality. If any Applicable Law, rule or regulation, or any change therein, or any interpretation or change in interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance by the Lender with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency, shall make it unlawful or impossible for the Lender to make, maintain or fund any Advance, the Lender shall so notify the Village. Before giving any notice pursuant to this Section, the Lender shall designate a different lending office if such designation will avoid the need for giving the notice and will not, in the judgment of the Lender, be otherwise disadvantageous to the Lender. Within 15 days of receipt of such notice, notwithstanding anything contained in Article II hereof, the Village shall repay in full the then outstanding principal amount of the Loan.

Section 8.14. Time of the Essence. Time is of the essence for the Related Documents.

Section 8.15. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually

signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 8.16. Patriot Act Notice. The Lender hereby notifies the Village that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Village, which information includes the name and address of the Village and other information that will allow the Lender to identify the Village in accordance with the Patriot Act. The Village hereby agrees that it shall promptly provide such information upon request by the Lender.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Revolving Credit Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Kerry Durkin
Mayor

[Signatures continued on following page]

[Signature page to Revolving Credit Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

EXHIBIT A

**FORM OF
PROMISSORY NOTE**

\$7,000,000

April 3, 2013

FOR VALUE RECEIVED, VILLAGE OF GLENWOOD, ILLINOIS (together with its permitted successors and assigns, the "Village"), hereby unconditionally promises to pay to the order of WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the "Lender"), the principal amount of U.S. Dollars advanced by the Lender to or for the benefit of the Village pursuant to the terms of the Revolving Credit Agreement between the Village and the Lender dated as of April 1, 2013, as the same may be amended or supplemented from time to time (the "Agreement"), together with interest as provided in the Agreement. The amount advanced by the Lender as part of the Loan is not to exceed an amount equal to Seven Million Dollars (\$7,000,000). All capitalized terms used herein and not otherwise defined shall have the meaning assigned in the Agreement. All amounts due hereunder shall be computed and payable at such times and in such amounts as provided in the Agreement. Notwithstanding the foregoing, the outstanding principal balance of, and all accrued but unpaid interest on, this Note shall be due and payable in full on April 3, 2014.

The Village agrees to pay the Lender's reasonable costs and expenses, incurred in connection with the enforcement of this Note, including the Lender's counsel's fees and expenses, but only to the extent provided in the Agreement.

All Advances under the Agreement evidenced by this Note and all payments, repayments and prepayments hereon shall be endorsed by the Lender on Schedule I attached hereto; provided, however, that any failure by the Lender to endorse such information on Schedule I shall not in any manner affect the obligation of the Village to make payments of principal and interest in accordance with the terms of the Agreement and this Note. The Village hereby irrevocably authorizes the holder of this Note to enter on Schedule I hereto the date and amount for each Advance under this Note and in accordance with the Agreement.

The Village waives diligence, demand, presentment, protest, and notice of every kind whatsoever. The failure of the holder hereof to exercise any of its rights hereunder in any particular instance shall not constitute a waiver of the same or any other right in that or any subsequent instance. Time is of the essence for this Note. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

This Note is the "Note" referred to in, and is entitled to the benefits of and is subject to the terms and conditions of, the Agreement, including those regarding acceleration of the maturity thereof upon the occurrence of certain stated events and prepayment prior to and payment at maturity.

This Note (a) is issued under and pursuant to (i) the home rule powers of the Village pursuant to the Constitution and the Laws of the State of Illinois (the "Act"), (ii) the Resolution of the Village adopted on April 2, 2013, authorizing the issuance of this Note and the Agreement and (iii) the Agreement. The obligation of the Village to pay the Loan Payment Obligations is a general obligation of the Village to which its full faith and credit has been pledged.

This Note is not an obligation of the State of Illinois and the Act provides that the State of Illinois shall never pledge its credit or funds, or any part thereof, for the payment or settlement of any indebtedness whatsoever of the Village.

IN WITNESS WHEREOF, the Village has caused its duly authorized officer to execute and deliver this Note as of the date and year first set forth above.

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Kerry Durkin
Mayor

SCHEDULE I

Date	Amount of Advance	Amount of Principal Paid or Prepaid	Principal Balance Unpaid	Name of Person Making Notation
-------------	--------------------------	--	---------------------------------	---------------------------------------

EXHIBIT B

FORM OF REQUEST FOR ADVANCE

[DATE]

Wells Fargo Bank, National Association
2 Westbrook Corporate Center, Suite 230
Westchester, IL 60154
Attention: Mr. Joe Piscitello

Re: Request for Advance by Village of Glenwood, Illinois (the "Village") under the Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement") between the Village and Wells Fargo Bank, National Association (the "Lender")

Ladies and Gentlemen:

The undersigned hereby requests, in accordance with Section 2.01 of the Agreement, that the Lender make an Advance in the principal amount of \$[] as follows [fill in relevant information]:

1. Date on which such Advance is requested _____ (the "Funding Date");
2. \$ _____ amount of the Advance will be used to pay []
and \$ _____ amount of the Advance will be used to pay [].
3. All capitalized terms used herein and not defined shall have the meaning ascribed such terms in the Agreement.

The Village hereby represents and warrants that all conditions precedent set forth in Section 3.02 of the Agreement are satisfied on the date hereof and that the proceeds of the Loan will be used in accordance with the Agreement.

Dated this ____ day of _____, _____.

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Name _____
Title _____

EXHIBIT C

**CERTIFICATE OF
VILLAGE OF GLENWOOD, ILLINOIS**

The undersigned, Ernestine Dobbins, the Village Clerk, hereby certifies on this 3rd day of April, 2013 that he/she is the duly appointed Village Clerk of the Village of Glenwood, Illinois (the "Village"), and, in connection with the execution of that certain Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), by and between the Village and Wells Fargo Bank, National Association (the "Lender") pursuant to which the Village shall execute and deliver that certain promissory note to the Lender (the "Note") to evidence the Loan (as defined in the Agreement), hereby further certifies that:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Resolution of the Village, as amended, which is in full force and effect on the date hereof and has not been further amended or supplemented.
2. The below named persons have been duly elected (or appointed) and have been duly qualified as, and on this date are, officers of the Village holding the office set forth opposite his/her name, and the signature below set forth opposite his/her name is his/her genuine signature. The Village has authorized each of the following persons to sign any Request for Advance on behalf of the Village and the first person to sign the Related Documents on behalf of the Village.
3. The Village is in compliance with all of the terms, provisions and conditions of each financial covenant and any other material provision of the Related Documents.
4. The Village has complied with all agreements and covenants and satisfied all conditions stated in the Related Documents on its part to be performed or satisfied at or prior to the Closing Date.
5. Since April 30, 2012 there has been no event or occurrence which has caused or might reasonably be anticipated to cause a Material Adverse Effect or which may adversely affect the consummation of the transactions contemplated by the Related Documents.
6. Each representation and warranty on the part of the Village contained in the Related Documents is true and correct as though made on and as of the Closing Date.
7. No Default or Event of Default has occurred and is continuing or would result from the execution or performance of the Related Documents.
8. No petition by or against the Village has at any time been filed under the United States Bankruptcy Code.

9. Capitalized terms not defined herein shall have the meanings assigned thereto in the Agreement.

[Remainder of page intentionally left blank]

Name	Office	Signature
Kerry Durkin	Mayor	_____
Linda Brunette	Director of Finance	_____
Ernestine Dobbins	Village Clerk	<i>Ernestine Dobbins</i>

IN WITNESS WHEREOF, I have signed and delivered this certificate as of the date first written above.

By *Ernestine Dobbins*
 Ernestine Dobbins
 Village Clerk

EXHIBIT C

**CERTIFICATE OF
VILLAGE OF GLENWOOD, ILLINOIS**

The undersigned, Ernestine Dobbins, the Village Clerk, hereby certifies on this 3rd day of April, 2013 that he/she is the duly appointed Village Clerk of the Village of Glenwood, Illinois (the "Village"), and, in connection with the execution of that certain Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), by and between the Village and Wells Fargo Bank, National Association (the "Lender") pursuant to which the Village shall execute and deliver that certain promissory note to the Lender (the "Note") to evidence the Loan (as defined in the Agreement), hereby further certifies that:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Resolution of the Village, as amended, which is in full force and effect on the date hereof and has not been further amended or supplemented.
2. The below named persons have been duly elected (or appointed) and have been duly qualified as, and on this date are, officers of the Village holding the office set forth opposite his/her name, and the signature below set forth opposite his/her name is his/her genuine signature. The Village has authorized each of the following persons to sign any Request for Advance on behalf of the Village and the first person to sign the Related Documents on behalf of the Village.
3. The Village is in compliance with all of the terms, provisions and conditions of each financial covenant and any other material provision of the Related Documents.
4. The Village has complied with all agreements and covenants and satisfied all conditions stated in the Related Documents on its part to be performed or satisfied at or prior to the Closing Date.
5. Since April 30, 2012 there has been no event or occurrence which has caused or might reasonably be anticipated to cause a Material Adverse Effect or which may adversely affect the consummation of the transactions contemplated by the Related Documents.
6. Each representation and warranty on the part of the Village contained in the Related Documents is true and correct as though made on and as of the Closing Date.
7. No Default or Event of Default has occurred and is continuing or would result from the execution or performance of the Related Documents.
8. No petition by or against the Village has at any time been filed under the United States Bankruptcy Code.

9. Capitalized terms not defined herein shall have the meanings assigned thereto in the Agreement.

[Remainder of page intentionally left blank]

Name	Office	Signature
Kerry Durkin	Mayor	_____
Linda Brunette	Director of Finance	_____
Ernestine Dobbins	Village Clerk	_____

IN WITNESS WHEREOF, I have signed and delivered this certificate as of the date first written above.

By _____
 Ernestine Dobbins
 Village Clerk

EXHIBIT D

MATTERS TO BE COVERED IN SPECIAL COUNSEL'S OPINION

1. The Village is a home rule unit of local government under the Constitution and the Laws of the State of Illinois, validly organized and existing under the Laws of the State of Illinois. The Village has full power and authority to execute, deliver, carry out and perform its obligations under the Related Documents.

2. The Related Documents constitute legal, valid and binding obligations of the Village, enforceable against the Village in accordance with their respective terms, except to the extent that their enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws in effect from time to time affecting the enforcement of creditor's rights generally and subject to the limitations which may be imposed by the availability of equitable remedies. The Related Documents have been properly authorized (by all necessary corporate action), executed and delivered by the Village.

3. All consents, approvals, permits or authorizations, if any, of any Governmental Authority or entity in the State of Illinois, which are or may be required on the part of the Village in connection with the execution and delivery of the Related Documents and the consummation of the transactions contemplated thereby, have been obtained, and the Village has complied with all applicable provisions of law requiring any designation, declaration, filing, registration and/or qualification by the Village with any Governmental Authority in connection with such execution, delivery and consummation.

4. Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Revolving Credit Agreement dated as of April 1, 2013, by and between the Village and Wells Fargo Bank, National Association.

EXHIBIT E

MATTERS TO BE COVERED IN VILLAGE COUNSEL'S OPINION

1. The execution and delivery of the Related Documents by the Village and the performance by it of its obligations thereunder do not and will not violate or constitute a default under the bylaws of the Village, or provisions of any existing law, rule, regulation or court order applicable to the Village or by which the Village is bound, and will not conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under, any agreement, indenture, mortgage, lease or other obligation or instrument to which the Village is a party or by which the Village or any of its property or assets are or may be bound.

2. The Village is not in violation of any federal, state or local law, ordinance or other regulation, the violation of which would affect adversely (a) the transactions contemplated by the Related Documents, (b) the validity or enforceability of the Related Documents, or (c) the ability of the Village to perform its obligations under the Related Documents.

3. To the best of my knowledge and belief, there is no litigation pending or threatened before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, which, if adversely determined, will restrain, enjoin, or otherwise preclude: (1) the Village from entering into the Related Documents, (2) the enforcement of the Related Documents or (3) the Village's compliance with the terms of the Related Documents.

4. Section 4 of Article XIII of the Illinois Constitution abolished sovereign immunity in the State of Illinois except as the Illinois General Assembly may provide. As of the date of this opinion, the Illinois General Assembly has not enacted any statute that would immunize the Village from the enforceability of otherwise valid causes of action based upon contract.

5. Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Revolving Credit Agreement dated as of April 1, 2013, by and between the Village and Wells Fargo Bank, National Association.

EXHIBIT F

REQUEST FOR EXTENSION OF THE TERMINATION DATE

Village of Glenwood, Illinois
Revolving Credit Agreement

Dated as of April 1, 2013

Wells Fargo Bank, National Association
2 Westbrook Corporate Center, Suite 230
Westchester, IL 60154
Attention: Mr. Joe Piscitello

Pursuant to Section 2.08 of the Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), between Village of Glenwood, Illinois (the "Village") and Wells Fargo Bank, National Association (the "Lender"), the Village hereby requests an extension of the Termination Date to _____.

The Village hereby represents and warrants that the following Default or Event of Default has occurred and is continuing: [NONE OR SPECIFY DEFAULT OR EVENT OF DEFAULT].

Capitalized terms used herein shall have the meaning assigned in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Request for Extension of Termination Date as of the _____ day of _____, _____.

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Name _____
Title _____

EXHIBIT G

NOTICE OF EXTENSION OF THE TERMINATION DATE

Village of Glenwood, Illinois
Revolving Credit Agreement

Dated as of April 1, 2013

Village of Glenwood, Illinois
One Asselborn Way
Glenwood, IL 60425
Attention: Mayor

Pursuant to Section 2.08 of the Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), between the Village of Glenwood, Illinois (the "Village"), and Wells Fargo Bank, National Association (the "Lender"), the Village has requested an extension of the Termination Date (as defined in the Agreement) to _____. Please be advised that:

[COMPLETE AS APPROPRIATE]

1. At the request and for the account of the Village, the Lender hereby renews the Termination Date to _____, _____. [INCLUDE ADDITIONAL TERMS IF APPLICABLE].

2. Except as specifically provided in paragraph (1) above, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

3. This Notice of Extension of the Termination Date is an integral part of the Agreement.

[OR]

The Lender hereby elects not to extend the Termination Date.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Extension of the Termination Date as of the _____ day of _____, _____.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

EXHIBIT H

NOTICE OF ELECTION NOT TO EXTEND THE TERMINATION DATE

Village of Glenwood, Illinois
Revolving Credit Agreement

Dated as of April 1, 2013

Village of Glenwood, Illinois
One Asselborn Way
Glenwood, IL 60425
Attention: Mayor

Wells Fargo Bank, National Association
2 Westbrook Corporate Center, Suite 230
Westchester, IL 60154
Attention: Mr. Joe Piscitello

Pursuant to Section 2.08 of the Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), between Village of Glenwood, Illinois (the "Village"), and Wells Fargo Bank, National Association (the "Lender"), the [Village][Lender] hereby notifies you that it is exercising its option not to extend the Termination Date (as defined in the Agreement) and that the Agreement will terminate on the Termination Date now in effect.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Election Not to Extend the Termination Date as of the _____ day of _____, _____.

[WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name _____
Title _____]

[VILLAGE OF GLENWOOD, ILLINOIS

By _____
Name _____
Title _____]

EXHIBIT F

REQUEST FOR EXTENSION OF THE TERMINATION DATE

Village of Glenwood, Illinois
Revolving Credit Agreement

Dated as of April 1, 2013

Wells Fargo Bank, National Association
2 Westbrook Corporate Center, Suite 230
Westchester, IL 60154
Attention: Mr. Joe Piscitello

Pursuant to Section 2.08 of the Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), between Village of Glenwood, Illinois (the "Village") and Wells Fargo Bank, National Association (the "Lender"), the Village hereby requests an extension of the Termination Date to _____.

The Village hereby represents and warrants that the following Default or Event of Default has occurred and is continuing: [NONE OR SPECIFY DEFAULT OR EVENT OF DEFAULT].

Capitalized terms used herein shall have the meaning assigned in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Request for Extension of Termination Date as of the _____ day of _____, _____.

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Name _____
Title _____

EXHIBIT G

NOTICE OF EXTENSION OF THE TERMINATION DATE

Village of Glenwood, Illinois
Revolving Credit Agreement

Dated as of April 1, 2013

Village of Glenwood, Illinois
One Asselborn Way
Glenwood, IL 60425
Attention: Mayor

Pursuant to Section 2.08 of the Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), between the Village of Glenwood, Illinois (the "Village"), and Wells Fargo Bank, National Association (the "Lender"), the Village has requested an extension of the Termination Date (as defined in the Agreement) to _____. Please be advised that:

[COMPLETE AS APPROPRIATE]

1. At the request and for the account of the Village, the Lender hereby renews the Termination Date to _____, _____. [INCLUDE ADDITIONAL TERMS IF APPLICABLE].

2. Except as specifically provided in paragraph (1) above, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

3. This Notice of Extension of the Termination Date is an integral part of the Agreement.

[OR]

The Lender hereby elects not to extend the Termination Date.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Extension of the Termination Date as of the _____ day of _____, _____.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

EXHIBIT H

NOTICE OF ELECTION NOT TO EXTEND THE TERMINATION DATE

Village of Glenwood, Illinois
Revolving Credit Agreement

Dated as of April 1, 2013

Village of Glenwood, Illinois
One Asselborn Way
Glenwood, IL 60425
Attention: Mayor

Wells Fargo Bank, National Association
2 Westbrook Corporate Center, Suite 230
Westchester, IL 60154
Attention: Mr. Joe Piscitello

Pursuant to Section 2.08 of the Revolving Credit Agreement dated as of April 1, 2013 (the "Agreement"), between Village of Glenwood, Illinois (the "Village"), and Wells Fargo Bank, National Association (the "Lender"), the [Village][Lender] hereby notifies you that it is exercising its option not to extend the Termination Date (as defined in the Agreement) and that the Agreement will terminate on the Termination Date now in effect.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Election Not to Extend the Termination Date as of the _____ day of _____, _____.

[WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name _____
Title _____]

[VILLAGE OF GLENWOOD, ILLINOIS

By _____
Name _____
Title _____]

PROMISSORY NOTE

\$7,000,000

April 3, 2013

FOR VALUE RECEIVED, VILLAGE OF GLENWOOD, ILLINOIS (together with its permitted successors and assigns, the "Village"), hereby unconditionally promises to pay to the order of WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the "Lender"), the principal amount of U.S. Dollars advanced by the Lender to or for the benefit of the Village pursuant to the terms of the Revolving Credit Agreement between the Village and the Lender dated as of April 1, 2013, as the same may be amended or supplemented from time to time (the "Agreement"), together with interest as provided in the Agreement. The amount advanced by the Lender as part of the Loan is not to exceed an amount equal to Seven Million Dollars (\$7,000,000). All capitalized terms used herein and not otherwise defined shall have the meaning assigned in the Agreement. All amounts due hereunder shall be computed and payable at such times and in such amounts as provided in the Agreement. Notwithstanding the foregoing, the outstanding principal balance of, and all accrued but unpaid interest on, this Note shall be due and payable in full on April 3, 2014.

The Village agrees to pay the Lender's reasonable costs and expenses, incurred in connection with the enforcement of this Note, including the Lender's counsel's fees and expenses, but only to the extent provided in the Agreement.

All Advances under the Agreement evidenced by this Note and all payments, repayments and prepayments hereon shall be endorsed by the Lender on Schedule I attached hereto; provided, however, that any failure by the Lender to endorse such information on Schedule I shall not in any manner affect the obligation of the Village to make payments of principal and interest in accordance with the terms of the Agreement and this Note. The Village hereby irrevocably authorizes the holder of this Note to enter on Schedule I hereto the date and amount for each Advance under this Note and in accordance with the Agreement.

The Village waives diligence, demand, presentment, protest, and notice of every kind whatsoever. The failure of the holder hereof to exercise any of its rights hereunder in any particular instance shall not constitute a waiver of the same or any other right in that or any subsequent instance. Time is of the essence for this Note. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

This Note is the "Note" referred to in, and is entitled to the benefits of and is subject to the terms and conditions of, the Agreement, including those regarding acceleration of the maturity thereof upon the occurrence of certain stated events and prepayment prior to and payment at maturity.

This Note (a) is issued under and pursuant to (i) the home rule powers of the Village pursuant to the Constitution and the Laws of the State of Illinois (the "Act"), (ii) the Resolution of the Village adopted on April 2, 2013, authorizing the issuance of this Note and the Agreement

and (iii) the Agreement. The obligation of the Village to pay the Loan Payment Obligations is a general obligation of the Village to which its full faith and credit has been pledged.

This Note is not an obligation of the State of Illinois and the Act provides that the State of Illinois shall never pledge its credit or funds, or any part thereof, for the payment or settlement of any indebtedness whatsoever of the Village.

IN WITNESS WHEREOF, the Village has caused its duly authorized officer to execute and deliver this Note as of the date and year first set forth above.

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Kerry Durkin
Mayor

SCHEDULE I

Date	Amount of Advance	Amount of Principal Paid or Prepaid	Principal Balance Unpaid	Name of Person Making Notation
-------------	--------------------------	--	---------------------------------	---------------------------------------

FEE LETTER

April 3, 2013

Village of Glenwood, Illinois
One Asselborn Way
Glenwood, IL 60425
Attention: Mayor

Ladies and Gentlemen:

Reference is hereby made to the Revolving Credit Agreement dated as of April 1, 2013 (together with any subsequent amendments, restatements, supplements or other modifications thereto, the "*Agreement*"), by and between Village of Glenwood, Illinois (together with any successors and permitted assigns, the "*Village*") and Wells Fargo Bank, National Association (together with its successors and assigns, the "*Lender*"). Capitalized terms used herein without definition shall have the meanings assigned thereto in the Agreement.

This is the Fee Letter referred to in Section 2.02(a) of the Agreement. By countersigning this Fee Letter where indicated below, the Village agrees as follows:

1. **Interest on Advances.** Subject to the provisions of Sections 2.02(b) of the Agreement, from and including the Funding Date relating to each Advance until and including the Termination Date, the Village shall pay, on the first Business Day of each calendar month, interest on each such Advance (the "*Interest Rate on Advances*") accruing at a per annum rate of interest equal to the Prime Index Rate (as defined below); provided, however, that the Interest Rate on Advances shall not be less than 0% per annum. The Interest Rate on Advances shall be calculated on the basis of a year of 360 days consisting of twelve 30-day months.

"*Prime Index Rate*" means, for each day, a per annum rate of interest equal to the difference between (a) the Prime Rate then in effect minus (b) 1.30%.

2. **Costs and Expenses.** The Village shall pay within thirty (30) days after demand:

(a) if an Event of Default shall have occurred, all reasonable costs and expenses of the Lender in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under the Related Documents and such other documents which may be delivered in connection therewith, together with interest thereon at the Default Rate;

(b) a fee for each amendment of any Related Document, or consent or waiver by the Lender under any Related Document, in each case in a minimum amount of \$2,500;

(c) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Lender in connection with advising the Lender as to its rights and responsibilities under the Related Documents or in connection with responding to requests from the Village for consents, amendments and waivers;

(d) any amounts advanced by or on behalf of the Lender to the extent required to cure any Default, Event of Default or event of nonperformance under any Related Document, together with interest at the Default Rate;

(e) any other fees charged by the Lender for any activity with respect to the Related Documents requested by the Village or required under the terms of the Related Documents determined in accordance with the Lender's then-current fee schedule; and

(f) all reasonable fees, costs and expenses of any consultants providing services to the Village or the Lender in accordance with the Related Documents.

3. **Closing Fee.** The Village shall pay a loan fee of \$7,000 to the Bank on the Closing Date.

4. **Payments to Lender's Account.** All payments hereunder and under the Agreement shall be made in immediately available funds and as described in Section 2.04 of the Agreement.

5. **Counterparts.** This Fee Letter may be executed in any number of counterparts, all of which taken together shall constitute one and the same document, and each of which shall for all purposes be deemed to be an original. This Fee Letter may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

6. **Modifications to this Fee Letter.** This Fee Letter may be amended, terminated or otherwise modified only by written instrument executed by the Village and the Lender.

7. **Fees Nonrefundable.** All fees paid hereunder shall be fully earned when due and nonrefundable when paid.

8. **Governing Law.** This Fee Letter shall be deemed to be a contract under, and shall be governed by, and construed and interpreted as described in Sections 8.06 and 8.07 of the Agreement.

9. **No Disclosure.** This Fee Letter contains proprietary and commercial information which if released would give advantage to business competitors and serve no public purpose. Unless required by applicable law, the Village shall not deliver or permit, authorize or consent to

the delivery of this Fee Letter to any Person for delivery to the Municipal Securities Rulemaking Board or any other Person unless the Lender provides its prior written consent.

[Remainder of page intentionally left blank]

[Signature page to Fee Letter]

If the foregoing accurately reflects our agreement, please indicate the same by signing in the space provided below.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

Acknowledged and agreed
as of the first date written above:

VILLAGE OF GLENWOOD, ILLINOIS

By _____
Kerry Durkin
Mayor



Municipal Expertise. Community Commitment.

David W Shilling, PE
Direct Line: 708-210-5688
Email: dshilling@reltd.com

March 27, 2013

Project 12-212

Honorable Mayor and Board of Trustees
Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

RE: CDBG #12-013 Resurfacing
Original Glenwood South – Jane Street, Campbell Avenue, and Rebecca Street

Dear Mayor and Village Board:

We have reviewed the bids received at the March 27, 2013 advertised bid opening for the resurfacing of the above roadways. All of the bids were correct and in order. The bids are as follows:

D Construction, Inc.	\$79,824.53
Gallagher Asphalt Corporation	\$94,982.50

We recommend that the contract be awarded to the lowest responsible bidder, D Construction, Inc., in the amount of Seventy Nine Thousand, Eight Hundred, Twenty Four Dollars and Fifty Three Cents (\$79,824.53). The award should be contingent upon Cook County Department of Planning and Development approval.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

ROBINSON ENGINEERING, LTD.

David W. Shilling, PE
Engineer
DWS/pc
R:\2012\12-212.GL\12-212 Award 01.doc