

REAL ESTATE SALE CONTRACT

1. **Purchaser/Price/Property.** Village of Glenwood, an Illinois Municipal Corporation, (“Village” or “Purchaser”) agrees to purchase at a price of \$120,000.00 (One Hundred Twenty Thousand Dollars) on the terms set forth herein the real estate legally described in Exhibit A (the “real estate”) In the event the legal descriptions for the real estate is not available at the time this Agreement is signed by the parties, the Purchaser may insert the legal description from the title policies into this Agreement after they are received.

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

3. **Closing.** The closing shall be on or before _____ or on the date, if any, to which such time is extended by reason of paragraph 12 hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of the title company, provided title for the real estate is shown to be good or is accepted by Purchaser.

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Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner be superseded by the escrow.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

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

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

Exhibit A
(Legal Description of the Subject Property)

That part of the Northeast Quarter of the Southeast Quarter of Section 4, Township 35 North, Range 14, East of the Third Principal Meridian, described as beginning at the center of Wagon Road at a point 45 rods and 15 feet (757.5 feet) West of and 23 rods and 3 feet 3 inches (382.75 feet) South of the Northeast corner of the Southeast Quarter of Section 4 aforesaid; thence West at right angles to said center of Wagon Road, 9.68 feet to a point in the center line of Main Street, as now located through said Southeast Quarter in the Village of Glenwood, Illinois; thence North along said center line of Main Street, 0.75 feet to a point which is 382.0 feet South of the North line of said Southeast quarter; thence Northwesterly along a straight line which makes an angle of 95 degrees and 23 minutes with said center line of Main Street when turned from the South to the West, a distance of 212.70 feet to a point; thence South along a straight line which makes an angle of 84 degrees and 08 minutes with the last-described line when turned from the east to the South, a distance of 60 feet to a point; thence Southeasterly along a straight line, a distance of 212.02 feet to the center line of the aforesaid Main Street, said point 442 feet South of the North line of said Southeast Quarter; thence continuing Southeasterly along last-described line to point of intersection with the center line of Wagon Road; thence North along the center line of Wagon Road, to the place of beginning, in Cook County, Illinois.

Commonly known as 120 N. Main St., Glenwood, Illinois
PIN: 32-04-400-009-0000

- (iv) A Bill of Sale for all improvements and fixtures located on the real estate, if any, in the customary form.

- (v) All documents necessary to release any mortgages, liens or other interests in the property.
- (vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

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

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

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

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

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

By Sellers:

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

By Purchaser:

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

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

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

11. Title commitment. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 15 days prior to the time of closing, the plat of survey and a title commitment for an owner's title insurance policy issued by the Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended Sellers subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Sellers shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Sellers also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Sellers subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey or title commitment as to which the title insurer commits to extend insurance in the manner specified in paragraph 12 below. The cost of

the Owner's title insurance policy providing extended coverage for the Purchaser shall be paid by Seller.

~~12. Survey defects. If the title commitment or plat of survey discloses either~~ unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "survey defects"), Sellers shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 6, whichever is later. If Sellers fail to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Sellers within 10 days after the expiration of the 30-day period, to take title as it then is. If Purchaser does not so elect, this Agreement shall become null and void without further action of the parties and the Purchaser shall receive a refund of its earnest money.

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

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

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

The reproration requirements of this Section 14 shall survive closing and shall not be merged with the deed(s) at closing.

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

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

16. Purchaser's due diligence period and right to cancel. Purchaser shall have until 4:30 p.m. on _____, 2013 to evaluate the real estate and determine whether they are satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the real estate and all conditions affecting the real estate and to determine, in its sole discretion, that the physical and environmental condition as well as all other circumstances relevant to the real estate are satisfactory to Purchaser in all respects. From and after the date of this Agreement through the expiration of the Feasibility Period, Sellers shall permit, upon reasonable advance notice, Purchaser and Purchaser's Representatives access to and entry upon the real estate and any improvements located thereon for the purpose of conducting any inspections desired by the Purchaser. Purchaser may terminate this Agreement at any time during the Feasibility Period for any reason by giving written notice to the Sellers and, upon termination, Purchaser shall be refunded all of its earnest money, if any. If Purchaser does not timely give a notice of termination under this Section, then Purchaser shall be deemed to have waived its conditions and rights under this paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

At Purchaser's sole expense, Purchaser or its authorized representatives, agents, employees, lenders, contractors, architects and engineers designated by Purchaser ("Purchaser's Representatives") shall have the right to enter upon the real estate and all structures located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the real estate. Purchaser shall restore any damage to the Property caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Purchaser shall indemnify and hold Sellers and Sellers' officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspection.

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

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

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

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

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

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

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

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

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

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

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

<p>SELLER Glenwood School 500 W. 187TH St. Glenwood, Illinois 60425</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>PURCHASER Village of Glenwood One Asselborn Way Glenwood, IL. 60425</p> <p>By: _____ Kerry Durkin Village President</p> <p>Date: _____</p>
	<p>PURCHASER ATTEST</p> <p>_____ Ernestine Dobbins Village Clerk Glenwood</p>

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Real Estate Sale Contract and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as _____ of the Glenwood School, an Illinois not for profit corporation, as the free and voluntary act of the Glenwood School for the uses and purposes therein set forth.

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

Notary Public

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

[NEED SOME DESCRIPTION OF THE REAL ESTATE INSERTED]

[LEGAL DESCRIPTION SHALL BE INSERTED WHEN KNOWN]

Property Identification Number: Part of: _____

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

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, _____, hereinafter referred to as Seller does hereby depose and say as follows:

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

[LEGAL TO BE INSERTED WHEN KNOWN]

PIN#: _____

2. Seller is over 18 years of age and under no legal disability.
3. This Affidavit is made by Seller in connection with the sale of the Property to the Village of Glenwood, hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.
4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. **Seller also state that he has not done anything to the Property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.**
5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

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

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

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

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

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

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

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

Dated: _____, 2013.

SELLER

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the _____ of the Glenwood School, an Illinois not for profit corporation as the free and voluntary act of the Glenwood School for the uses and purposes therein set forth.

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

Notary Public

REAL ESTATE SALE CONTRACT

1. **Purchaser/Price/Property.** Village of Glenwood, an Illinois Municipal Corporation, ("**Village**" or "**Purchaser**") ~~agrees to purchase at a price of \$32,000.00 (Thirty Two Thousand Dollars)~~ per acre or parts thereof, on the terms set forth herein, the approximately 6 acres of real estate legally described in Exhibit A (the "**real estate**"). The final purchase price shall be determined based upon acreage of the real estate as determined in a survey. In the event the legal descriptions for the real estate is not available at the time this Agreement is signed by the parties, the Purchaser may insert the legal description from the title policies into this Agreement after they are received.

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

3. **Closing.** The closing shall be on or before _____ or on the date, if any, to which such time is extended by reason of paragraph 12 hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of the title company, provided title for the real estate is shown to be good or is accepted by Purchaser.

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

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- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the real estate to the Village;
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the real estate;

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

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

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

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

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

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

By Sellers:

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

By Purchaser:

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

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

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

an affidavit of title in customary form covering the date of closing and showing title in Sellers subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey or title commitment as to which the title insurer commits to extend insurance in the manner specified in paragraph 12 below. The cost of the Owner's title insurance policy providing extended coverage for the Purchaser shall be paid by Seller.

12. Survey defects. If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "survey defects"), Sellers shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph 6, whichever is later. If Sellers fail to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Sellers within 10 days after the expiration of the 30-day period, to take title as it then is. If Purchaser does not so elect, this Agreement shall become null and void without further action of the parties and the Purchaser shall receive a refund of its earnest money.

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

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

The reproration requirements of this Section 14 shall survive closing and shall not be merged with the deed(s) at closing.

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

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

16. Purchaser's due diligence period and right to cancel. Purchaser shall have until 4:30 p.m. on _____, 2013 to evaluate the real estate and determine whether they are satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the real estate and all conditions affecting the real estate and to determine, in its sole discretion, that the physical and environmental condition as well as all other circumstances relevant to the real estate are satisfactory to Purchaser in all respects. From and after the date of this Agreement through the expiration of the Feasibility Period, Sellers shall permit, upon reasonable advance notice, Purchaser and Purchaser's Representatives access to and entry upon the real estate and any improvements located thereon for the purpose of conducting any inspections desired by the Purchaser. Purchaser may terminate this Agreement at any time during the Feasibility Period for any reason by giving written notice to the Sellers and, upon termination, Purchaser shall be refunded all of its earnest money, if any. If Purchaser does not timely give a notice of termination under this Section, then Purchaser shall be deemed to have waived its conditions and rights under this paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

At Purchaser's sole expense, Purchaser or its authorized representatives, agents, employees, lenders, contractors, architects and engineers designated by Purchaser ("Purchaser's Representatives") shall have the right to enter upon the real estate and all structures located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the real estate. Purchaser shall restore any damage to the Property caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Purchaser shall indemnify and hold Sellers and Sellers' officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspection.

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

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

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

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

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

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

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

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

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

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

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

SELLER Glenwood School 500 W. 187 TH St. Glenwood, Illinois 60425 By: _____ Its: _____ Date: _____	PURCHASER Village of Glenwood One Asselborn Way Glenwood, IL. 60425 By: _____ Kerry Durkin Village President Date: _____
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	PURCHASER ATTEST <hr/> Ernestine Dobbins Village Clerk Glenwood
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Real Estate Sale Contract and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as _____ of the Glenwood School, an Illinois not for profit corporation, as the free and voluntary act of the Glenwood School for the uses and purposes therein set forth.

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

Notary Public

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

[NEED SOME DESCRIPTION OF THE REAL ESTATE INSERTED]

[LEGAL DESCRIPTION SHALL BE INSERTED WHEN KNOWN]

Property Identification Number: Part of: _____

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

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, _____, hereinafter referred to as Seller does hereby depose and say as follows:

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

[LEGAL TO BE INSERTED WHEN KNOWN]

PIN#: _____

2. Seller is over 18 years of age and under no legal disability.
3. This Affidavit is made by Seller in connection with the sale of the Property to the Village of Glenwood, hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.
4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Property under the Illinois Mechanic Lien Act. **Seller also state that he has not done anything to the Property that would adversely affect the title since the effective date on the title commitment up through and including the closing date.**
5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

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

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

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

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

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

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

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

Dated: _____, 2013.

SELLER

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the _____ of the Glenwood School, an Illinois not for profit corporation as the free and voluntary act of the Glenwood School for the uses and purposes therein set forth.

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

Notary Public

Field Code Changed

**WATER SALES AND PURCHASE AGREEMENT BETWEEN THE
CITY OF CHICAGO HEIGHTS, ILLINOIS AND THE
VILLAGE OF GLENWOOD, ILLINOIS**

This Agreement is made on the date hereinafter set forth, by and between the VILLAGE OF GLENWOOD, an ILLINOIS municipal corporation, by its duly authorized Board of TRUSTEES and its Mayor (hereinafter referred to as "VILLAGE") and the CITY OF CHICAGO HEIGHTS, an ILLINOIS municipal corporation, by its duly authorized City Council and its Mayor (hereinafter referred to as the "CITY") (VILLAGE and the CITY together hereinafter referred to as the "Parties" or alone as a "Party").

WHEREAS, the VILLAGE is a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, and

WHEREAS, the VILLAGE needs an adequate supply of potable water to serve its residents, businesses and industries, as well as other water users herein defined; and

WHEREAS, CITY anticipates it will be able to supply during normal times all the potable water that the VILLAGE should need or desire.

WHEREAS, the VILLAGE is authorized by law to enter into contracts for a term of 20 years to buy water; and

WHEREAS, the VILLAGE needs a water purchase agreement which will provide an adequate supply of potable water in order to serve its water users. It is agreed and understood that the VILLAGE's water users shall include residential, commercial and industrial consumers located within the territorial city limits of the VILLAGE.

WHEREAS, the CITY is a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, the CITY is currently a wholesale purchaser of potable water under a contract with the Civil City of Hammond, located in Hammond, Indiana which owns and operates a complete water works system via the Hammond Water Works Department providing intake, treatment, and transmission of Lake Water.

WHEREAS, the CITY is authorized by law to enter into contracts for a term of twenty (20) years;

WHEREAS, the VILLAGE desires to obtain a supply of potable water from the CITY in order to provide reliable, adequate supplies of potable water on an economical and efficient basis for the VILLAGE's water users; and

WHEREAS, the CITY deems itself able to so deliver and sell potable water in amounts herein described to the VILLAGE from water mains presently in place and used by the CITY to an existing (referred to herein as the "Point of Delivery"); and

WHEREAS, the CITY and VILLAGE have determined that it is necessary and in their best interests for the CITY to contract with VILLAGE to supply its potable water;

NOW, THEREFORE, the VILLAGE OF GLENWOOD, and the CITY OF CHICAGO HEIGHTS, ILLINOIS, do agree as follows:

ARTICLE I - SERVICE TO BE FURNISHED

101 Purchase and Sale

Subject to any limitation contained hereafter, CITY agrees to furnish and deliver potable Wwater to the VILLAGE and the VILLAGE agrees to purchase potable water from CITY under the terms agreed to herein, at the Point of Delivery at 19100 Glenwood-Chicago Heights Road, in the City of Glenwood, Illinois. However, tThe

parties agree and understand that while CITY is, at the inception of this Agreement, the sole source provider of water to the VILLAGE, the VILLAGE may explore other sources of water during the term of this Agreement and that the VILLAGE is not obligated by this Agreement to purchase a minimum amount of water from the CITY.

102 Maintenance and Capacity

(a) CITY shall maintain the capacity necessary to supply the VILLAGE's with potable water needs through its water supply agreement with Hammond or such other supplier with which the CITY may contract from time to time for its supply of potable water. and subject to the limitations under this Agreement. CITY shall at its sole cost and expense maintain in good working condition: (1) its existing 36 inch water supply main and related pumps, storage facilities, valves and related equipment used to supply water from Hammond; and (2) any other alternate supply water mains, pumps, storage facilities, valves and related equipment used to supply water to VILLAGE.

(b) CITY shall furnish and sell potable water to the VILLAGE during the Term of as provided in this Agreement and . CITY agrees to take reasonable steps to supply the potable water to the VILLAGE as required under this Agreement to the extent that water is available to the CITY for such purpose.

(c) The VILLAGE acknowledges that it is familiar with the terms and conditions of the supply of potable water available to the CITY in its purchase agreement with HAMMOND. A copy of the CITY's agreement with Hammond is attached to this Agreement as Exhibit A. CITY agrees that it will not take any intentional action to reduce the amount of potable water available to CITY for

resale to the VILLAGE under this Agreement or under any agreement for potable water that the CITY may enter into from time to time. The VILLAGE agrees that it will not through any act or omission cause CITY to be in breach of this Agreement.

(d) CITY represents that:

(1) Subject to approval of its City Council and Mayor, CITY has the right to enter into and carry out all the terms and conditions of this Agreement during its full term;

(2) This Agreement is valid and binding upon CITY; and

(3) CITY presently has the right to obtain sufficient potable water from HAMMOND for the purpose of reselling same to the VILLAGE during the entire term of this Agreement in order to furnish the quantities of potable water required under this Agreement, and CITY warrants that it will secure adequate quantities of potable water under any future contracts it may enter for purposes of supplying VILLAGE water under this agreement.

ARTICLE II - QUANTITIES OF WATER

201 Quantities of Water to be Furnished

CITY agrees to furnish and deliver to the VILLAGE quantities of potable water as provided and limited in this Agreement to enable it to supply potable Water for the VILLAGE.

202 State Water Allocations

(a) The quantities of potable water supplied to the VILLAGE by the CITY pursuant to Section 201, and the VILLAGE's use of that potable water, shall, on an annual basis, not exceed the total of the annual Illinois Department of Natural Resources (IDNR) Water Allocations, including any allowable excess, in effect from time to time for the VILLAGE. VILLAGE may sell water outside of its territorial boundaries from time to time provided Glenwood's water usage does not exceed its State IDNR allowance (including allowable excesses) and is otherwise in compliance with the CITY contract with its supplier and with the CITY's consent which shall not be unreasonably withheld.. VILLAGE may not sell water to any of CITY'S customer's listed on Exhibit C.

(b) The VILLAGE shall keep on file with the CITY a current list of the IDNR Water Allocation in effect for the VILLAGE. It is agreed and understood that it is the VILLAGE's sole responsibility to ensure that the VILLAGE complies with its IDNR Water Allocation as mandated by the State of Illinois.

203 Emergency

(a) If for any reason, including emergency failure or malfunction in the CITY's or its supplier's water distribution systems the CITY is unable to furnish the quantities of potable water to be furnished from time to time to the VILLAGE, then CITY and its supplier, shall use reasonable due diligence during any such occurrence to provide potable water (insofar as practicable) to the VILLAGE; pursuant thereto CITY shall immediately request that its water supplier promptly take such actions, including making and expediting repairs or adjustments, as

are necessary to restore delivery to the VILLAGE of the potable water to be furnished from time to time under this Agreement.

(b) CITY shall as soon as reasonable possible under the circumstances give the VILLAGE notice of leaks, malfunctions, or any other conditions that might impact the CITY's ability to provide all VILLAGE's potable water needs or otherwise cause the CITY to temporarily shut down any portion of its supply source for potable water sold to the Village for a period of more than 3 hours. The notice shall include the nature of the problem, the CITY's plan to respond to the problem, and any known and estimated time lines for resolving the problem. CITY recognizes and agrees that notice to the VILLAGE pursuant to this paragraph is crucial to the public health and safety as it allows the VILLAGE to begin preparations that may be necessary to insure adequate water capacity including but not limited to; (1) notification to its residential and commercial customers; (2) placing limitations on water usage; (3) increasing its storage; (4) notification of neighboring Village's with whom VILLAGE has emergency cross connections and the preparation for the potential need to open and operate such emergency cross connections.

(c) CITY shall provide VILLAGE at least 14 days written notice of any planned maintenance and repair activities which will result in removing from service any portion of the water main, pumps, or storage facilities by which CITY obtains the supply of water sold to VILLAGE for a period of 3 hours or more. The Notice shall include the nature of the planned work being performed, identify the equipment

or items being removed from service an advise of the time for which the equipment is estimated to remain off-line.

(b)204 VILLAGE's right to obtain water from alteratealternate sources.

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The VILLAGE may purchase additional water from others in any amount and from any source. The VILLAGE shall during the entire term of this Agreement not be obligated to purchase its entire supply of water from CITY. The VILLAGE may purchase water from sources or suppliers other than CITY, whether or not CITY is able to meet the VILLAGE's requirements, and the CITY may contract for its supply of potable water from sources other than HAMMOND.

ARTICLE III - DELIVERY AND STORAGE

301 Point of Delivery

Potable water shall be delivered by CITY to the VILLAGE, from the water mains presently in place to the point of delivery on Glenwood-Chicago Heights Road in Glenwood, Illinois.

302 Village Owned Water Facilities

The VILLAGE shall provide, operate, maintain, repair, replace, improve and expand transmission mains, pumps, appurtenance and any other necessary equipment, on its distribution system that it either now has or is in the process of providing, and any other necessary equipment to ensure itself that it can receive and distribute the potable water to be furnished from time to time under this Agreement.

303 Commencement of Delivery

The delivery of potable water by CITY under the terms of this Agreement shall commence on July 5, 2013.

304 Rate of Withdrawal

The potable water to be furnished from time to time under this Agreement shall be withdrawn at the Point of Delivery on an hourly even flow basis. The actual volume of water shall be mathematically determined by an establishment of the average daily usage by the VILLAGE each respective month and then divided by twenty-four (24) hours for each day. The VILLAGE may exceed the withdrawal rate only with the consent of CITY at non-off peak hours, or withdraw water at off-peak hours each calendar day as authorized by Section 307 without consent. The Parties agree that CITY shall have the right to restrict the supply of water to the VILLAGE in the same manner that it restricts the supply available to other customers and to its residents in order to ensure an adequate supply to all purchasers of the CITY for public health and fire protection.

305 Pressure

(a) The VILLAGE further agrees to operate its supply system so that normally all water supplied by CITY will pass through ground-storage tanks prior to being pumped to the VILLAGE's distribution system. No direct pumpage from the CITY's supply or supply lines or shall be utilized by the VILLAGE at any time except at such times when it is necessary to take the tanks out of service for maintenance, repairs and painting and then only after receiving the approval of the CITY in writing. This paragraph does not apply to emergency situations. It is

understood and agreed that an emergency is not defined as a peak demand hour or day. It is further agreed that, under no circumstances shall the operation of the VILLAGE in taking water at the Point of Delivery ever lower the P.S.I. available to the CITY's customers downstream below 30 P.S.I. As long as the CITY is in compliance with its obligations to maintain the water main and pumps and other equipment delivering water to the point of delivery, it is further agreed that, under no circumstances shall the operation of the VILLAGE in taking water at the Point of Delivery ever lower the P.S.I. available to the CITY's customers downstream below 30 P.S.I.

Comment [A1]: City wants this put back in

Comment [A2]: Possible compromise language

(b) The VILLAGE shall accept potable water at the Point of Delivery at the pressure that exists in the main of the CITY at such point. The intent of CITY is that the CITY is to maintain pressure satisfactory for its own potable water users in the immediate area of the Point of Delivery, these pressures therefore being available for the service to the VILLAGE. CITY is not required to furnish potable water to the VILLAGE at a specific pressure. In the event that the VILLAGE desires to construct additional facilities to carry the potable water from the Point of Delivery and/or from some other point or points to and through its own distribution system to serve its customers, all such extensions, pumps, equipment and system shall be furnished, installed, operated and maintained by the VILLAGE. CITY shall not have control, responsibility or any duty to maintain any such equipment or system. The CITY shall in no event be responsible to the VILLAGE or any of its residents or water users, nor shall any right of action arise

or exist against the CITY in favor of the VILLAGE or any of its residents or water users by reason of the main pressure at the point of delivery of such potable Water, and the VILLAGE shall hold the CITY harmless from and indemnify any and all claims relating to main pressure at the point of delivery of such potable water. It is understood and agreed that the VILLAGE shall take the potable water at the Point of Delivery at the water quality as provided in Section 306 "as is" and as further defined in Section 304 and Section 307 herein.

306 Water Quality

(a) CITY shall supply the VILLAGE at the Point of Delivery with potable water of a quality commensurate with that furnished by the CITY to its own residential customers within the CITY. At a minimum all potable water furnished to the VILLAGE at the Point of Delivery shall meet all applicable potable water quality standards established by any federal, or State of Illinois agency with jurisdiction over the CITY for public potable water supply.

(b) In the event that the potable Water fails to meet the minimum water quality standards at Point of Delivery established by Section 306(a), the CITY shall after receiving notice take immediate action to correct any such water quality deficiency.

(c) The CITY shall bear no responsibility for water quality of potable water beyond the Point of Delivery.

(d) The VILLAGE and CITY shall each immediately notify the other as promptly as practicable of any failure of potable water to meet the water quality standards set by the Federal or State Environmental Protection Agency in either

Party's system. Notifications under this Section going to either party shall be given directly to the City Council and Mayor of the CITY and VILLAGE;

(e) The CITY shall not be responsible to the VILLAGE or any of its residents or water users, for any pollution that might exist in the potable water furnished under this Agreement that arises in any distribution system of the VILLAGE. The facilities to prevent pollution that the CITY now uses are, for the purpose of the Agreement, deemed adequate by the Parties. The Parties recognize and acknowledge that currently, (i) the source of water supply is Lake Michigan at the boundary of the City of Hammond, Indiana, with Lake Michigan, (ii) both Parties are familiar with the conditions existing at the source, and (iii) the CITY and VILLAGE are familiar with the method employed by HAMMOND and its water works UTILITY to secure Lake Water, treat it for consumption, and distribute it in its distribution mains.

(f) If the VILLAGE causes any pollution of the water in the system of the CITY, the Parties shall immediately investigate the condition, and the VILLAGE shall immediately remedy and remove any such condition. If the remedying of such VILLAGE caused pollution condition, should any work be done, or be requires work d to be done, by the CITY on the CITY's its own system, then the VILLAGE promises and agrees to reimburse and indemnify the CITY directly for such remedial work done and the damages resulting therefrom.

(g) If the CITY causes any pollution of the water in the system of the VILLAGE, the Parties shall immediately investigate the condition, and the CITY shall immediately remedy and remove any such condition. If the remedying of

such CITY caused pollution requires work to be done, by the VILLAGE on the VILLAGE'S own system, then the CITY promises and agrees to reimburse and indemnify the VILLAGE directly for such remedial work done and the damages resulting therefrom.

307 Water Storage and Time of Pumpage

(a) The VILLAGE shall provide and maintain at all times during the term of this Agreement water storage of sufficient capacity to store not less than 2 times the daily State Water Allocations from time to time in effect for the VILLAGE. In the event the VILLAGE's storage capacity falls below this capacity for a reason that is unrelated to the temporary removal of a storage facility for repairs or maintenance, VILLAGE shall construct and provide additional storage that is sufficient to increase its storage to the required amount.

(b) In the event the supply from CITY is, for any reason, temporarily not available, and any lack of such storage capacity may develop a strain upon the water system of the CITY, the VILLAGE shall be required to utilize its water storage capacity for supply at its peak flow periods which will impose the least strain on the water system of the CITY. The off-peak hours in which the VILLAGE shall take water from the CITY is further defined as being from 10:00 p.m. to 6:00 a.m. the following day. The pumpage and storage of water and the times within which such pumpage and storage shall be made by the VILLAGE are subject to the approval of the CITY.

Comment [A3]: City wants this back in. But the pumpage on an even flow hourly basis is already agreed to in section 304 and the storage is agreed to in 307(a)

(c) It is further understood and agreed by the parties hereto, that in the event the consumption by the VILLAGE causes a strain on the water system of CITY and said strain is due to a lack of adequate storage facilities by the VILLAGE, then the VILLAGE will construct and provide additional storage facilities to relieve the strain on the water system of the CITY.

Comment [A4]: City wants this back in. But, storage is addressed in 304(a) so this is not needed.

308 Territorial Responsibilities

The VILLAGE and the CITY shall furnish, install, operate and maintain their respective equipment and systems located within their territorial boundary limits, except as herein otherwise provided, and the CITY shall in no way, or at no time, be obligated to do, or perform any act inside the city limits of VILLAGE except as may be provided in Section 306 herein above set out.

ARTICLE IV - MEASUREMENT

401 Point of Measurement

The CITY shall measure the quantity of potable water furnished to the VILLAGE under this Agreement during each hour of each day at the Point of Delivery. The unit of measurement shall be gallons of water, U. S. Standard Liquid Measure or such other unit of measurement as the Parties may agree in writing.

402 Measuring Devices

(a) The measuring devices, together with a prefabricated steel meter vault to house them, all as described in "Exhibit BA" (collectively, the "Devices"), shall be used at the Point of Delivery for the purpose of controlling, measuring, and recording the quantity of potable Water furnished under the Agreement and of

transmitting and recording pressures and other required operational information to the VILLAGE and CITY. The Devices shall be subject to the approval of the CITY's engineers. "Exhibit BA" shall be a complete set of working drawings of the Devices prepared and provided by the VILLAGE subsequent to the execution of this Agreement and subject to the approval of the CITY which approval shall not be unreasonably withheld. "Exhibit BA" may be amended from time to time by the VILLAGE, only with the prior approval of CITY. The parties agree that the measuring devices currently in operation are compliant at the time of this agreement.

(b) The VILLAGE shall seek and secure approval from the CITY prior to making any future improvements, additions, extensions or modifications to the metering devices, as would affect the CITY and it is further agreed that the reasonable opinion and decision of the engineers of the CITY, in connection with said improvement, or modifications, shall be final and the VILLAGE hereby promises and agrees to abide by such decision.

403 Installation and Maintenance of Devices

(a) At the Point of Delivery of potable water, the VILLAGE, if required by CITY, will be responsible for the cost and the installation of new meters and/or a new meter vault in the event that the existing devices malfunction, are not serviceable or otherwise become obsolete. Said new meter vault shall contain all necessary valves, check valves, special fittings, special castings, drains, suitable entrance to the same, and any other additional equipment and devices to provide a complete and first class installation. All such meters, valves and other

appliances, devices and materials shall be in subject to the approval of the CITY's engineers. All materials are the meter vaults, including the equipment located therein, shall be furnished and installed by the VILLAGE subject to the approval of CITY. After installation, such equipment shall be maintained, both as to repair and replacement, by the CITY. The VILLAGE shall also install such devices as are necessary for CITY to measure water flow and water pressure at the Point of Delivery from its filtration plant by telemetry. The facilities presently used to measure water flow as of the execution of this Agreement are hereby deemed adequate by the Parties. VILLAGE shall be responsible for all costs and expenses associated with the installation and maintenance of the meters, meter vaults and all appurtenances.

(b) It is understood, acknowledged and agreed that title to, access to and ownership of all meter vaults, all materials, equipment, meters, water lines, including the 36" water line, booster pumps and pump stations and all associated appurtenances lying outside the territorial limits of Glenwood, and all meter vaults, all materials, equipment, meters, water lines including the 36" water supply line and all other associated appurtenances, leading to the point of delivery and lying within the territorial limits of Glenwood in existence at the time of this Agreement is vested in the CITY. Ownership and title of similar equipment and water lines and associated appurtenances that may be furnished in the future by the VILLAGE in order to maintain or enhance the water service to the point of delivery during the term of this agreement shall also pass to and be vested in the CITY. If Glenwood adds any improvements to the equipment that is

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in existence as of the inception of this agreement to enhance water service from Hammond to the point of delivery, such improvements shall also be owned by CITY. But, if Glenwood constructs a new water service line to obtain water or other facilities that are not attached to the equipment that is in existence as of the inception of this agreement to deliver water from Hammond to the point of delivery, title to such new line or other facilities shall always remain with Glenwood.

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(c) The properly authorized officers, agents and representatives of the CITY shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of shutting off the water for failure to pay the water rates or charges in this Agreement provided to be paid by the VILLAGE and for the purpose of reading the registrations of said meter or meters, and to examine, shut off and test the same to ascertain whether or not they are in good condition and repair and to make such repairs upon the same as may be necessary.

(d) The VILLAGE agrees to notify the CITY at least thirtysixty (360) days before performing any non-emergency installation, repair or replacement of the Devices. Included with said notice shall be detailed plans of the proposed installation, repair or replacement and the CITY shall have fifteen twenty (1520) days after notice to review said plans and specify what, if any, modifications to the plans must be made by the VILLAGE to have the Devices to conform to the plans and specifications set forth in "Exhibit BA".

(e) CITY shall have the right during the process of any installation, repair or replacement of the measuring devices or related equipment, to inspect at any time such work and shall promptly notify the VILLAGE of their findings as to the conformance of the work with the plans and specifications for Devices set forth in "Exhibit BA".

404 Access to Devices

Authorized representatives of the VILLAGE and the CITY shall have access at all reasonable times to all of the Devices for examination, and inspection and testing.

405 Operation, Inspection and Calibration of Devices

The CITY will operate the Devices and once every six (6) months inspect and calibrate the accuracy of each of the Devices for the purpose of measuring the supply of potable Water furnished under this Agreement. Such inspection and calibration shall be

done in the presence of an authorized representative of the VILLAGE. The results of any such inspection and calibration shall be immediately provided to the VILLAGE.

406 Readings

The readings made of the Devices for the purpose of billing the CITY shall be made by the CITY once every calendar month. CITY shall immediately provide the readings to the VILLAGE.

407 Estimates

The amount of water purchased and sold shall be determined by the meter readings installed at the Point of Delivery, as aforesaid, and the VILLAGE shall pay for water as shown by such readings. In the event that such meter or meters shall become out of repair for a period of ninety (90) days, then the parties shall compute the water delivered and not metered on a basis of the water readings for the same month of the previous year, and the daily average for such period shall be used as the basis for computing the amount of water delivered and not metered, and the amount to be paid for such unmetered period shall be based upon such computation.

ARTICLE V - WATER RATES

501 Base Rate

For the water furnished and delivered by the CITY under this Agreement, the VILLAGE agrees to pay the following Base Rate:

\$ 3.30 per 1,000 U.S. gallons

In the event any water is furnished by the VILLAGE to CITY, the CITY shall be charged and pay the same Base Rate applicable to water sold by the CITY to the VILLAGE or, if greater, the actually cost charged the VILLAGE for water it receives from another governmental entity.

Comment [A5]: City wants this out.

502 Rate Modifications

The Base Rate referred to above may be initially modified as of February 13, 2015, and thereafter modified during the Term of the Agreement as follows:

(a) The Base Rate may not be increased modified for a period of two (2) years following the initial February 13, 2015 base rate modification. Thereafter, CITY may, in its sole discretion, increase modify the Base Rate, as provided below. It is agreed and understood that, whenever increased modified, the new Base Rate shall equal the current base rate in effect at the modification date, plus the actual increase in the base rate imposed upon the CITY by Hammond or such other supplier of water to the CITY at the time. Additionally, at the time of such Base Rate increase modification, the most recent percentage annual increase in the consumer price index, exclusive of any discounts or penalties, shall also be added to the increased modified Base Rate to comprise the new Base Rate. Whenever the Base Rate imposed upon the CITY by Hammond or such other supplier of water to the CITY at the time, is less than the previous Base Rate charged, the Base Rate charged the VILLAGE by CITY shall be immediately reduced byto the amount of said reduction.Base Rate charged the CITY by its water supplier. The CITY shall give VILLAGE written notice of any increase or decrease in the Rate thirty (30) days prior to the effective date of the modification of the Base Rate.

(b) The Base Rate, whenever modified, shall not be subject to additional increase modification for a period of two (2) years from the effective date of the most recent Base Rate modification. It is agreed and understood that, during the Term of the Agreement, the CITY may increase modify the prevailing Base Rate no more than once in any given two (2) year period, subject to the exception set forth in Section 503 below.

(c) The VILLAGE agrees that with respect to any future rate adjustments, including, but not limited to, modifications of the Base Rate, in the event any approval is required by law, that the VILLAGE will, without objection, join any petition, rate schedule tariff or other documents or proceedings which may be necessary to be filed with any public body. Further, the VILLAGE agrees to abide by such adjusted rate and to pay same.

503 Surcharge or Tax

No surcharge fee or tax shall be added to the rates provided for in this Agreement by CITY. that is not also charged by the CITY in its sale of water to its residents; eExcept that, in the event that a tax or other fee is imposed on the CITY by a third-party government authority with respect to its sale of potable water under this Agreement, such tax or fee will be added to the then current Base Rate and charged to the VILLAGE immediately, notwithstanding the two year limitation of Base Rate increases modifications set forth in section 502 above.

Comment [A6]: City wants this back in. City can't tax the Village.

504 Customer Charges

The CITY shall have no right to determine charges for potable water furnished by VILLAGE to its water users.

505 Debt Repayment:

The Village agrees and acknowledges that as of December 31, 2011 it owed and continues to owe the City a debt in the amount of \$ _____1,558,000.00, which arose from underpayments made by the VILLAGE debt service payments due the to the City but unpaid by the Village under the parties water purchase agreement that expired on July 5, 2013.

the CITY and such alterations, amendments, or new rules, shall apply and govern the parties hereto.

(c) The VILLAGE agrees to appropriate annually sufficient money to pay for the water furnished by CITY hereunder. The VILLAGE further agrees that it will at all times charge its water users sufficient rates in order to provide adequate funds for the payment of water furnished by CITY.

(d) In the event the VILLAGE shall not pay its water bill on time, then to secure prompt payment of the water bills, CITY shall also have the right at any time to require the VILLAGE to pay in advance a sum of money estimated by the City Treasurer to be equal to the cost of water required by the VILLAGE for a period of ninety (90) days at the then-prevailing metered rate, which said advance payment the VILLAGE hereby agrees to make upon written demand.

(e) If the VILLAGE shall refuse, neglect or fail to pay promptly the water bills rendered for the potable water supplied it hereunder within the time or times prescribed herein, or if the VILLAGE shall fail to comply with or perform any of the conditions or obligations on its part to be complied with or to be performed hereunder, and if after such failure, and the CITY shall deliver by mail to the VILLAGE's Board of Trustees Office a notice in writing of its intention to shut off the supply of Lake Water on account of such failure, refusal or neglect, then CITY shall have the right to shut off the supply at the expiration of fifteen ve (15) days after the giving of such notice, and to terminate this agreement unless within such fifteen ve (15) days, the VILLAGE shall make good such failure. The shutting off of the supply of Potable Water for any such cause shall not release

the VILLAGE from its obligation to make payments of any amount or amounts due or to become due in accordance with the terms hereof.

602 Basis

Bills shall be based on readings of the Devices at the Point of Delivery. The readings may also be adjusted as provided for in Section 407.

603 Form

(a) Each bill shall indicate the total amount of potable water delivered as evidenced by the readings of the Devices at the beginning and end of each billing period.

(b) Each bill shall specify the basic charge per unit of potable water furnished and such adjustments, if any, as are applicable.

ARTICLE VII - TERM AND STANDARD CONDITIONS

701 Term

This Agreement shall expire twenty (20) years from the effective date of this Agreement.

702 Assignment

The payments due to CITY from the VILLAGE pursuant to this Agreement shall be assignable by the CITY without the prior written consent of the VILLAGE. Otherwise, the assignment, novation or transfer of the CITY's rights and obligations to VILLAGE shall not be assignable without the consent of the VILLAGE which shall not be unreasonably withheld or delayed.

Comment [A7]: City wants all these additions removed

703 Title to Water

Title to all potable water supplied under this Agreement shall remain in CITY to the Point of Delivery, and upon passing the Point of Delivery, title to the potable water shall pass to the VILLAGE.

704 Amendment

This Agreement may be amended only by a written agreement between the Parties hereto.

705 Notices

All notices under this Agreement shall be in writing either delivered or mailed, certified mail return receipt requested, to the CITY at:

Office of the Mayor
The City of Chicago Heights, Illinois
1601 Chicago Road
Chicago Heights, IL 60411;

and to VILLAGE at:

Mayor
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

or at such other address as such party by written notice may designate and shall be deemed given when so delivered.

706 Indemnification

The CITY shall not be responsible in damages to person or property for any failure to supply water or for interruption of the potable water supply furnished hereunder. The VILLAGE agrees to hold harmless and indemnify CITY against any and all claims for losses, liability or damage, including fees and expenses, arising out of or in connection with any intentional, willful or negligent actions or omissions of the VILLAGE the delivery and sale of the potable water after it is received by the VILLAGE at the point of delivery, and the VILLAGE hereby assumes all risks of loss, damage or injury to person or property, in the distribution of said potable water after received at the Point of Delivery. The CITY agrees to hold harmless and indemnify VILLAGE against any and all claims for losses, liability or damage, including fees and expenses, arising out of or in connection with any intentional, willful or negligent actions or omissions of the CITY. The VILLAGE further agrees to hold harmless and indemnify the CITY against all claims for any dispute, loss, damage, or injury sustained, of any kind, nature or description, including attorneys fees and expenses incurred by the CITY by reason of any claims made against the CITY by residents or Authorized Users of the VILLAGE, relating to the CITY's furnishing potable water to the VILLAGE under this Agreement. So long as the CITY is not in breach of this Agreement, The VILLAGE further agrees to hold harmless and indemnify the CITY against all claims for any dispute, loss, damage, or injury sustained, of any kind, nature or description, including attorneys fees and expenses incurred by the CITY by reason of any claims made against the CITY by residents or Authorized Users of the VILLAGE, relating to the CITY's furnishing potable water to the VILLAGE under this Agreement. In the event of any claims arising out of

Comment [A8]: City wants this out.

Comment [A9]: C ity wants this back in

this Agreement between the parties to this Agreement, attorneys fees and costs shall be awarded to the prevailing party.

707 Miscellaneous

(a) This Agreement supersedes all prior negotiations or understandings and is the whole agreement of the parties. There are no other oral or written agreements concerning the subject of this Agreement.

(b) The provisions of this Agreement shall be interpreted when possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this Agreement. If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

(c) This Agreement is performed in the State of Illinois and is to be construed under applicable Illinois law which shall apply to its enforcement, construction and interpretation.

(d) The parties stipulate that the sales under this Agreement constitute wholesale sales between Illinois municipalities. By executing this Agreement, neither party acquiesces that the rights and obligations contained within this Agreement are subject to the interpretation, enforcement or jurisdiction of any administrative agency.

(e) In the event of need for enforcement or interpretation of any provision in this agreement, the parties agree that the Federal and State Courts located in the

State of Illinois shall have exclusive jurisdiction. However, in the event that CITY requests that the VILLAGE cooperate and assist CITY in any proceeding before any other regulatory body, then the VILLAGE agrees to cooperate or assist the CITY as requested.

(f) In the event any statute, either of the United States, the State of Illinois, or any rule is subsequently promulgated by any governmental agency of the United States or the State of Illinois, binding upon CITY, and solely by reason thereof, CITY shall not be permitted to deliver water to the VILLAGE, as provided for in this contract, then this contract may be cancelled by CITY without any liability to the CITY.

(g) Further, should any law, rule or regulation be passed and adopted by any governmental agency binding on the CITY as to the grade of water to be furnished, or its distribution, then the VILLAGE agrees that when the CITY delivers water in compliance with such law, rule or regulation, that it has completed the obligation on its part to be performed under this Agreement.

(h) In the event that the VILLAGE shall desire, at the expiration of this Agreement, to continue to purchase potable water from CITY, it shall twelve (12) months before the expiration of this contract, so notify CITY, and, if CITY desires to continue to sell, and if and only if, the parties hereto agree to the terms and conditions of a new Purchase Agreement, including a new base rate, before the expiration of this Agreement, shall CITY be obligated to continue to supply potable water to the VILLAGE or its water users beyond the expiration of this Agreement.

(i) This Agreement is subject to cancellation by CITY in the event the a court of competent jurisdiction or a governmental agency decrees (1) that CITY has no right to contract for, sell, or distribute potable water; (2) that limits the amount of potable water CITY may use for domestic pumpage or otherwise places a material burden on CITY in connection with the provision of water; or (3) that limits disposition of water from Lake Michigan or any other source providing water to the city from time to time.

(j) The authority of the officials of the VILLAGE to execute this Agreement is evidenced by the authority of the Mayor and Board of Trustees if the Village of Glenwood given by the attached Resolution adopted at a regular meeting held on the _____ day of _____, 2013.

(k) The authority of the officials of the CITY to execute this Agreement is evidenced by the Resolution adopted by the CITY OF CHICAGO HEIGHTS, ILLINOIS, at a regular meeting of its Mayor and City Council duly held on the _____ day of _____, 2013.

ARTICLE VIII – ADDITIONAL TERMS

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801 VILLAGE RIGHT OF FIRST REFUSAL.

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If at any time after the date of this Agreement, CITY enters into an Agreement to sell any portion of the 36 inch water main, pumping facilities, storage facilities or other equipment used to transmit water from Hammond to CITY ("Sale Contract"), CITY Shall immediately furnish VILLAGE with the Sale Contract. VILLAGE shall have the right within One Hundred Twenty (120) days after it receives such Sale Contract to purchase all the equipment and/or rights to be transferred in the Sale Contract from the CITY on the same terms and conditions contained in the Sale Contract. Any contract entered into by the CITY to sell any portion of the 36 inch water main, pumping facilities, storage facilities or other equipment used to transmit water from Hammond to CITY shall be subject to the right given the VILLAGE in this Section. If CITY attempts to sell any portion of the 36 inch water main, pumping facilities, storage facilities or other equipment used to transmit water from Hammond to CITY without complying with this Section, the sale shall be void.

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802 VILLAGE REMEDIES UPON CITY DEFAULT

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The CITY shall be in default of this Agreement if the CITY fails to perform or observe any covenant, duty or obligation of this Agreement within 30 days after receipt of written notice thereof from the VILLAGE (which written notice shall specifically describe the covenant, duty or obligation which the other party has allegedly failed or refused to perform or observe). If such default is cured by or on behalf of the CITY party within such 30 day period, the default shall be deemed waived. If the default is one which cannot be reasonably cured within 30 days and if the CITY shall commence curing the same within such 30 day period and thereafter diligently proceed obtain cure

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of the default, the said 30 day period shall be extended for such time as is reasonably necessary for the curing of the same. So long as the defaulting party diligently proceeds therewith; if such default is cured within such extended period, the default shall be deemed waived.

If and when any Default by the CITY shall occur, and not be cured as set forth in this Agreement, the VILLAGE may, at its option, (1) seek injunctive relief compelling the CITY to perform its obligations under this Agreement; (2) act to remedy any default with any costs incurred by the VILLAGE being immediately due and payable by the CITY to the VILLAGE; and (3) pursue all other rights and remedies that may be available by law or equity, including suit for accounting or damages; or (4) terminate this Agreement by giving written notice of termination to CITY.

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IN WITNESS this Agreement, the CITY and VILLAGE have executed this Agreement as of the _____ day of July, 2013.

_____))
CITY COUNCIL MEMBER))
)) CITY OF CHICAGO
)) HEIGHTS, ILLINOIS
_____))
CITY COUNCIL MEMBER))

APPROVED:

_____))
DAVID A. GONZALEZ, MAYOR))
)) CITY OF CHICAGO
)) HEIGHTS, ILLINOIS
_____))
LORI WILCOX, CITY CLERK))

_____))
VILLAGE TRUSTEE))
))
_____))
VILLAGE TRUSTEE)) VILLAGE OF GLENWOOD,
))

APPROVED:

_____))
MAYOR KERRY DURKIN))
))
))
))
ATTEST: _____))
VILLAGE CLERK))

EXHIBIT A

(Hammond – Chicago Heights water contract)

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"EXHIBIT BA"

MEASURING DEVICES

Will be furnished at a later date when plans and specifications are furnished. by the CITY and approved by the UTILITY.

EXHIBIT C

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(List of CITY'S current and anticipated customers)

Thornton
Ford Heights
South Chicago Heights
Sauk Village

PROHIBITION OF THE USE OF EXCESSIVE FORCE

A RESOLUTION OF THE VILLAGE OF GLENWOOD OF ILLINOIS, ADOPTING POLICY PROTECTING INDIVIDUALS ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATION.

WHEREAS, the Congress of the United States has passed Section 104 (I) to the Title I of the Housing and Community Development Act stating that no CDBG funds may be obligated or expended by any unit of local government that fails to adopt and enforce a policy of prohibiting the use of excessive force by local law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction;

AND WHEREAS, the Village of Glenwood has received a Community Development Block Grant and is required to comply with Title I of the Housing and Community Development Act;

AND WHEREAS, the failure to enforce such policies may cause the Village of Glenwood to lose its grant or eligibility for future grants;

NOW THEREFORE, BE IT RESOLVED BY THE Village President of the Village of Glenwood, Glenwood, ILLINOIS:

SECTION 1 It is the POLICY of the Village of Glenwood that excessive force by local law enforcement agencies shall not be used against individuals engaged in lawful and nonviolent civil rights demonstrations within the Village of Glenwood boundaries.

SECTION 2 It is the POLICY of the Village of Glenwood to enforce applicable state and local laws against the physical barring of an entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.

SECTION 3 The Village of Glenwood directs the Police Chief to implement this Resolution by amending applicable law enforcement department procedures.

PASSED BY THE VILLAGE OF GLENWOOD, GLENWOOD, ILLINOIS.

SIGNED

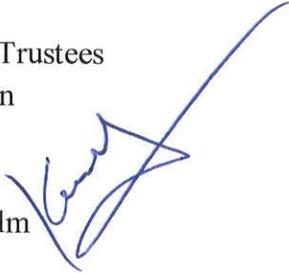
BY: _____ TITLE: _____

DATE: _____ ATTEST: _____

Date: August 28, 2013

To: Mayor and Board of Trustees
Administrator Gayden

From: Chief Welsh
Deputy Chief Bill Palm



Subject: Fire Pumper Purchase

Pursuant to the discussions and direction given at the Board of Trustees Meeting on August 20, 2013, I have worked with Mayor Durkin to resolve the funding issues.

The revised proposal would be to authorize the purchase of the pumper from HME Inc. for a total of \$397, 605.00 (I have attached a purchase comparison sheet on recent area purchases) with an install purchase program through Republican First National of Rochester Indiana with five annual payments of \$89, 599.94. The first payment is not due until the 2014/2015 budget year.

Funding for the payment of the annual installment would be provided by the sale of the monopole cellular site at 125 N. Main St. The monopole will be complete by the end of December 2013 and operational. AT&T will occupy the site through our lease that you will approve tonight. We have been working with the independent contractor who initiated this deal with AT&T to secure a purchase agreement with AT&T or an independent cellular service provider. The fall back to the sale concept is that we are also marketing the additional monopole antenna sites to other vendors (T-mobile, Boost and Sprint to name a few) and we are confident that these and/or other vendors will "go live" thus pay rent prior to the end of fiscal year 2014.

This concept addresses the funding stream for this purchase.

If you have any questions, please contact me.

Exhibit "A"

Town	Vendor	Purchase Price			
Hazel Crest	Seagrave	\$450,000			
South Holland	Pierce	\$520,000			
Matteson	Pierce	\$474,500			
Thorton	Pierce	\$490,500			
Flossmoor	Spartan	\$435,000			
Alsip	Seagrave	\$469,758			
Beecher	Pierce	\$564,650			
<i>Recent Pumper Purchases</i>					