

BOARD OF TRUSTEES MEETING  
TUESDAY, DECEMBER 3, 2013  
7:30 P.M.  
AGENDA NO. 2013-12-01

CALL TO ORDER BY *Mayor Durkin*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Ernestine Dobbins*

PRESENTATION OF MINUTES OF BOARD MEETING November 19, 2013

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of \$99,086.34, Sewer & Water Fund \$21,839.41, State Forfeiture Fund \$1,548.18, 2010 Project Fund BAB \$16,937.50 TIF Industrial Park \$900.00, Glenwood Youth Sports \$1,220.00, Glenwoodie Golf Course \$23,512.69. Total \$165,044.12
2. Payroll as of the date November 27, 2013, Glenwoodie in the amount of \$24,156.59 and Corporate in the amount of \$134,136.22

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

COMMUNICATIONS

MAYOR'S OFFICE:

1. Area Automotive & Towing Class 8 Renewal

ATTORNEY'S REPORT *John Donahue*

1. Approval of Feasibility Period Letter from the Tuffii Family Foundation for property at 537 W. 195<sup>th</sup> St. (Paintball Building)
2. Review of revision to the Villas Glenwood Declarations

VILLAGE ADMINISTRATOR *Donna Gayden*

1. Approval to increase the Rental Fee for all Village Fieldhouses and Senior Center at a flat rate of \$150.00
2. Approve Appraisals for Bolker Property
3. Approve Maintenance for Bolker Properties in such an amount not to exceed \$3,000 per property
4. Approval of Request for Executive Closed Session under Section 2(c)(1) Personnel Section (2(c)5 Real Estate and Section 2(c)11 Litigation with action to be taken and reason to reconvene

ENGINEER'S REPORT *David Shilling*

DEPARTMENT REPORTS:

A. Finance *Linda Brunette*  
Report

B. Police *Chief Demitrous Cook*  
1. Approval of Electronic Traffic Control Sign not to exceed \$15,000  
2. Report

C. Fire *Chief Kevin Welsh*  
Report

D. Public Works *Patrick McAneney*  
1. Seeking Approval of a Leak Survey on the Water Distribution System by M E Simpson  
2. Hickory Glen Update  
3. Report

E. Building *Chief Kevin Welsh*  
Report

BOARD MEETING AGENDA  
December 3, 2013  
Page 2

F. Glenwoodie  
Report

*Eric Swanson/Tim Donohoe*

G. Senior Programs/Park Programs  
Report

*JoAnne Alexander*

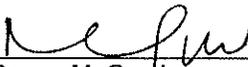
NEW BUSINESS

OLD BUSINESS

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,

  
\_\_\_\_\_  
Donna M. Gayden  
Village Administrator

Posted and distributed 11/27/13

MINUTES OF THE REGULAR BOARD MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS  
HELD AT THE MUNICIPAL BUILDING ON TUESDAY, NOVEMBER 19, 2013

The November 19, 2013 Regular Board Meeting was called to order by Trustee Richard Nieleesen (after being appointed to preside over the Board meeting) at 7:25 PM following the adjournment of the COW Meeting. Trustee Nielsen led the audience in the Pledge of Allegiance.

**Motion to appoint Trustee Nielsen to preside over the November 19, 2013 Board Meeting.**

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**UPON ROLL CALL:**

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

**ALSO IN ATTENDANCE:**

**Patrick McAnaney**, Public Works; **David Shilling**, Village Engineer; **JoAnne Alexander**, Senior/Park Programs; **Demitrous Cook**, Police Chief; **Linda Brunette**, Finance Director; **Toleda Hart**, Treasurer; **John Donahue**, Village Attorney.

**PRESENTATION OF MINUTES:**

**Motion to approve the November 5, 2013 Regular Board Meeting Minutes.**

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**TREASURER'S REPORT:**

**Motion to approve the Bills Payable as presented by Village Treasurer Toleda Hart.**

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

**Corporate:** \$170,519.05; **Motor Fuel Tax Fund:** \$56,681.00; **Sewer & Water Fund:** \$78,165.39; **2010 Project Fund BAB:** \$2,731.86; **TIF Industrial Park:** \$300.00; **TIF Main Street:** \$29,675.00; **TIF Holbrook Road:** \$12,539.95; **TIF Industrial North:** \$2,780.00; **Glenwoodie Golf Course:** \$25,558.93

**Total All Funds:** \$379,041.18

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** Gardiner

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**PAYROLL:**

1) Motion to approve Payroll as of November 16, 2013 as presented by the Village Treasurer.

**Glenwoodie Golf Course** in the amount of \$20,326.70; **Corporate** in the amount of \$167,628.48 (includes Police overtime and paid on call Firefighters).

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

2) Village Treasurer provided corrected Payroll totals that were reported at the November 5, 2013 Regular Board Meeting.

3) Financial Report recapping the Schedule of Bills for November 19, 2013 Regular Board Meeting was included in each Board members Meeting Packet.

**OPEN TO PUBLIC:**

No one approached the Board regarding agenda items.

**COMMUNICATIONS**

**MAYOR'S OFFICE:**

**1) Approval of a recommendation from the Economic Development Committee regarding Morrison Handling Container Solutions.**

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

**Discussion:** Trustee Hopkins asked JoAnne Alexander, Economic Development Committee for an update regarding the recommendation and JoAnne Alexander stated that the asbestos removal amount was not to exceed \$20,000; it was stated that the building was given to the company and the cost is their responsibility.

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

**Naes:** Campbell, Gardiner, Hopkins, Nielsen, Plott, Styles

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** No

**2) Approval of Trustee Committee Assignments.**

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

**Discussion:** The Village Attorney read the committee assignments.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**3) Appointment of Bernetta J. Curtis as member of the Economic Development Committee; Ms Curtis was introduced to the Board.**

**ATTORNEY'S REPORT:**

**1) Approval of an Ordinance amending Section 10-37 of the Village's Code of Ordinances to increase the number of allowable Class E Liquor Licenses from 4 to 5 (for beer/wine sales).**

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

**Discussion:** Trustee Gardiner recommended that the Liquor Commission survey the opinions of neighbors.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**2) Approval of a Plat of Resubdivision for the Industrial North Resubdivision.**

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**3) Approval of an Ordinance documenting the existence of a non-conforming structure and approving a permitted accessory structure.**

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**4) Approval of amended Redevelopment Agreement between Village of Glenwood, Illinois and Landauer, Inc.**

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

**Discussion:** Village Attorney Donahue explained the contents of the amended Agreement.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**VILLAGE ADMINISTRATOR:**

**1) Approval of increase of the new Property/Casualty, Insurance Rates from \$416,680 to \$418,596.**

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**2) Approval of the new proposed Workers Compensation Insurance of \$223,797 from Marks & Company for the period of December 1, 2013 thru December 1, 2014.**

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

3) **Approval of Insurance Rates for Glenwoodie of \$30,963.00 (instead of the \$39,963.00) for the period of December 1, 2013 thru December 1, 2014.**

**Trustee Campbell:** Moved; **Second by Trustee Styles** to accept the Motion with the noted change of \$30,963.00 from \$39,963.00.

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**ENGINEER'S REPORT:**

**Motion TO TABLE Approval of an Engineering Agreement between the Village of Glenwood and Robinson Engineering, Ltd. for Professional Services.**

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

**Discussion:** No discussion.

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**FINANCE:**

1) Approval to add a Military Disability charge of \$2.00 for Vehicle Stickers was previously approved by the Board and no further action was needed on this agenda item.

2) No Report

**POLICE:**

1) **Approval to increase the hourly rate for Part-Time Police Officers by \$1.00.**

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

**Discussion:** Chief Cook was asked the last time the part-time police received a raise and he stated that it had been two (2) years; the Chief also stated that he is in agreement with a raise for the two (2) Part-Time officers and that the raise will not affect the police negotiations.

**Upon Roll Call:** Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0  
**Ayes:** Campbell, Gardiner, Hopkins, Nielsen, Piott, Styles

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

2) Chief Cook reported that \$51,000 has been received fro the Federal Government partnership and funds continue to come in; updates were also given on training of officers. Trustee Campbell mentioned a reported recent dog attack; Trustee Nielsen mentioned a placement of another DO NOT ENTER sign on Gabes Restaurant parking lot.

**FIRE:**

No Report

**PUBLIC WORKS:**

Hickory Glen Park Project update was given by Patrick McAneney the Director of Public Works; it was stated that paving will probably not be done until Spring; lighting will be installed and the final meeting will be held the Tuesday following Thanksgiving; storm branch pick-up will begin; update on Christmas decorations and ash tree removal; additional funding for additional Christmas decorations will be in the 2013-2014 budget. There were problems with the sirens on Sunday, November 17<sup>th</sup> and residents were notified by the police /fire department of warnings.

**BUILDING:**

No Report

**GLENWOODIE:**

No Report

**SENIOR/PARK PROGRAMS:**

Update on past activities was given: 160 people attended the Veterans luncheon held at the Glenwoodie; 40 vendors participated in the Holiday Market; the Senior Center will be accepting food and donations; Upcoming event will be Christmas in the Park.

**NEW BUSINESS:**

1) Trustee Hopkins addressed a resident's concern regarding the clock on 187<sup>th</sup> Halsted; Trustee Campbell expressed concern regarding the length of message on the sign at 187<sup>th</sup> Halsted and stated that there are too many lines.

2) Update on Intergovernmental Agreement between the Board of Education and the Village of Glenwood; it was stated that the School Board rejected the Agreement approved by Village; the School Board will now be in charge of the crossing guards.

**OLD BUSINESS:**

No Old Business

**OPEN TO PUBLIC:**

No one approached the Board regarding any items.

**MOTION TO ADJOURN:**

**Motion to adjourn the November 19, 2013 Regular Board Meeting.**

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

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

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

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**ADJOURNMENT:**

The November 19, 2013 Regular Board Meeting was adjourned at 8:00 PM.

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**Ernestine T. Dobbins, Village Clerk**

ACS FINANCIAL  
11/26/2013 09:15:33 Schedule of Bills (Fund/Dept) G10505-V07.20 COVERPAGES  
G1540R VILLAGE OF GLENWOOD

Report Selection:

RUN GROUP... 120313 COMMENT... BOARD MEETING 12/03/2013

DATA-JE-ID DATA COMMENT

D-12032013-681 BOARD MEETING 12/03/2013  
M-12032013-686 BOARD MEETING 12/03/2013

Run Instructions:

Jobq Banner Copies Form Printer Hold Space Lpi Lines Cpi Cp Sp  
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ACS FINANCIAL  
11/26/2013 09:15:33

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

VILLAGE OF GLENWOOD  
GL540R-V07.20 PAGE 1

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
BALANCE SHEET	.....					
CARLISLE DAVIS-BROWN REF 250 PLEASANT	500.00	BUILDING REPAIR ESCROW	01.000.2132	11/14/13		681 00011
DELTA DENTAL PLAN OF ILL DECEMBER 2013	1,961.09	VOLUNTARY EMPLOYEE DED P	01.000.2119	580444		681 00054
DECEMBER 2013	185.92	VOLUNTARY EMPLOYEE DED P	01.000.2119	580445		681 00053
DECEMBER 2013	39.06	VOLUNTARY EMPLOYEE DED P	01.000.2119	580446		681 00055
	2,186.07	*VENDOR TOTAL				
METROPOLITAN ALLIANCE NOVEMBER 2013 UNION DUES	726.00	VOLUNTARY EMPLOYEE DED P	01.000.2119	11/19/13		681 00023
	3,412.07	.....				

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	.....					
CLARA BREWER REF HOLIDAY MARKET	25.00	PARK PROGRAMS	01.089.8930	11/14/13		681 0036
DAVINE TREMBLE REF ARQUILLA PARK	100.00	FACILITY RENT	01.089.8740	11/18/13		681 0034
ERNESTINA AVILA REF HOLIDAY MARKET	50.00	PARK PROGRAMS	01.089.8930	11/19/13		681 0030
LEON'S FLOOR COVERINGS, CARPETING	2,850.00	SR. CENTER PROGRAM REVEN	01.029.8981	22040		681 00043
LOUISE JUANITA-WOOTEN REF CANCELLED HICKORY	175.00	FACILITY RENT	01.089.8740	11/21/13		681 0035
	3,200.00	.....				

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	.....					
AURICO						
OCTOBER 2013	37.50	DUES SUBSCRIPT. MEMBERSH	01.100.9140	200242		681 00133
BLUE CROSS BLUE SHIELD						
DECEMBER 2013	3,864.24	GROUP INSURANCE AND HOSP	01.100.9160	11/15/13		681 00093
CALL ONE						
NOVEMBER 2013	151.30	TELEPHONE	01.100.9120	11/15/13		681 00169
CLERKS OFFICE-PETTY CASH						
COOKIES BOARD MEETING	7.15	TRAVEL LODGING MEALS - M	01.100.9182	11/05/13		681 00117
SANDWICHES & CHIPS	40.36	TRAVEL LODGING MEALS - M	01.100.9182	11/19/13		681 00116
	47.51	*VENDOR TOTAL				
COMCAST						
8771 40 050 0039247	85.75	COMPUTER-PROGRAMS & EQUI	01.100.9634	11/09/13		681 00039
CURRENT TECHNOLOGIES						
EQUIPMENT	6,095.35	COMPUTER-PROGRAMS & EQUI	01.100.9634	CTCQ11818		681 00075
DIVERSITY INC						
DONATION ANNUAL DINNER	250.00	TRAVEL LODGING MEALS - M	01.100.9182	11/18/13		681 00015
GLENWOODIE GOLF CLUB						
HOT BREAKFAST	90.00	TRAVEL LODGING MEALS - M	01.100.9182	51513		681 00041
HINCKLEY SPRINGS						
WATER	28.39	TRAVEL LODGING MEALS - M	01.100.9182	110713		681 00161
J. V. COOK PRINTING &						
WINTER NEWSLETTER	5,804.00	NEWS LETTER	01.100.9132	11/20/13		681 00129
JOANNE ALEXANDER						
MILEAGE REIMBURSEMENT	128.92	TRAVEL LODGING MEALS - M	01.100.9182	11/21/13		681 00066
MARGUERITE STEPHENS						
WINTER NEWSLETTER	1,250.00	NEWS LETTER	01.100.9132	11/21/13		681 00031
PITNEY BOWES						
LEASE 1975549	292.60	POSTAGE	01.100.9114	1975549-NV13		681 00160
REMAX 2000						
EARNEST MONEY 473 GGC DR	1,090.00	MISCELLANEOUS	01.100.9891	06/24/13A		686 00001

ACS FINANCIAL  
11/26/2013 09:15:33

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

VILLAGE OF GREENWOOD  
GIS40R-V07.20 PAGE 4

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....					
SYNAPSE TECHNOLOGY GROUP						
WEB HOSTING NOVEMBER	90.00	WEB SITE EXPENSE	01.100.9355	7223		681 00143
TWIST OFFICE PRODUCTS						
OFFICE SUPPLIES	531.82	OFFICE SUPPLIES	01.100.9111	662810-0		681 00061
OFFICE SUPPLIES	31.98	OFFICE SUPPLIES	01.100.9111	662810-1		681 00047
	563.78	*VENDOR TOTAL				
WALTON OFFICE SUPPLY						
OFFICE SUPPLIES	228.75	OFFICE SUPPLIES	01.100.9111	279241-0		681 00145
	20,008.09	.....				

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	*****					
PUBLIC WORKS	.....					
A BETTER DOOR & WINDOW C SERVICE REPAIR PW GARAGE	130.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	49351		681 00068
AL WARREN OIL COMPANY, I FUEL	1,113.09	GAS AND OIL	01.300.9210	10814049		681 00173
ASC INDUSTRIES LTD EQUIPMENT	222.36	REPAIR & MAINTENANCE-VEH	01.300.9420	434063		681 00035
ASHLAND PROPANE, INC. REFILLS	30.00	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	11621-00017		681 00010
BLUE CROSS BLUE SHIELD DECEMBER 2013	9,817.69	GROUP INSURANCE AND HOSP	01.300.9160	11/15/13		681 00100
CALL ONE NOVEMBER 2013	188.70	TELEPHONE	01.300.9120	11/15/13		681 00167
COM ED 4371043064	288.27	MAINT - MUNICIPAL GROUND	01.300.9441	11/12/13		681 00037
2049042008	91.52	ENERGY STREET LIGHTING	01.300.9221	11/14/13		681 00072
1924139007	18.52	ENERGY STREET LIGHTING	01.300.9221	11/15/13		681 00069
	398.31	*VENDOR TOTAL				
DISPLAY SALES LIGHTS	154.00	HOLIDAY DECORATIONS	01.300.9617	INV0093502		681 00078
GALLAGHER MATERIAL CORP NE50 SURFACE	330.00	STREETS SIDEWALKS & ROAD	01.300.9460	630408MB		681 00040
N50 SURFACE	282.15	STREETS SIDEWALKS & ROAD	01.300.9460	639485MB		681 00079
	612.15	*VENDOR TOTAL				
HINCKLEY SPRINGS WATER	47.75	TRAVEL LODGING MEALS - M	01.300.9182	110713		681 00164
KIMBALL MIDWEST VEHICLE MAINTENANCE	289.80	REPAIR & MAINTENANCE-VEH	01.300.9420	11/20/2013		681 00042
MARTIN IMPLEMENT SALES, REPAIR ROLLER	643.24	REPAIR & MAINTENANCE-VEH	01.300.9420	S32199		681 00123
MENARDS SUPPLIES	7.96	REPAIR/MAINT MUNICIPAL B	01.300.9430	30107		681 00003

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....					
MONARCH AUTO SUPPLY INC. CLAMPS	2.30	REPAIR & MAINTENANCE-VEH	01.300.9420	6981-230424		681 00044
MONROE TRUCK EQUIPMENT, PARTS	459.98	REPAIR & MAINTENANCE-VEH	01.300.9420	299540		681 00005
MUELLER'S TRUCK REPAIR, 2007 IH 7400	351.82	REPAIR & MAINTENANCE-VEH	01.300.9420	34127		681 00006
POWER EQUIPMENT LEASING RENTAL AGREEMENT	840.00	HOLIDAY DECORATIONS	01.300.9617	23875-01		681 00112
RELIANCE SAFETY LANE & S REPAIR 2001 INT 4900	205.00	REPAIR & MAINTENANCE-VEH	01.300.9420	44181		681 00045
RICOMAR INDUSTRIES, INC. SUPPLIES	100.82	REPAIR & MAINTENANCE-VEH	01.300.9420	316451		681 00046
VEHICLE MAINT SUPPLIES	209.44	REPAIR & MAINTENANCE-VEH	01.300.9420	316476		681 00082
	310.26	*VENDOR TOTAL				
WRIGHT CONCRETE RECYCLIN YARD DUMP	80.00	STREETS SIDEWALKS & ROAD	01.300.9460	14038		681 00085
	15,904.41	.....				

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	*****					
CLERKS OFFICE-PETTY CASH						
2013 HOLIDAY MARKET	31.67	PARK PROGRAM EXPENSES	01.400.9280	11/18/13		681 00114
2013 HOLIDAY MARKET	24.71	PARK PROGRAM EXPENSES	01.400.9280	11/18/13A		681 00115
	56.38	*VENDOR TOTAL				
COM ED						
1629813011	35.25	UTILITIES	01.400.9180	11/13/13		681 00012
1044645008	94.07	UTILITIES	01.400.9180	11/14/13		681 00070
1044645005	99.96	UTILITIES	01.400.9180	11/14/13		681 00073
	229.28	*VENDOR TOTAL				
GLENWOODIE GOLF CLUB						
2013 HOLIDAY MARKET	60.00	PARK PROGRAM EXPENSES	01.400.9280	51513A		681 00556
MERTS HVAC						
ARQUILLA PARK	255.00	REPAIR/MAINT MUNICIPAL B	01.400.9430	071775		681 00081
325 E CENTER	102.00	REPAIR/MAINT MUNICIPAL B	01.400.9430	072680		681 00080
	357.00	*VENDOR TOTAL				
	702.65	*****				

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	.....					
AL WARREN OIL COMPANY, I FUEL	2,632.91	GAS AND OIL	01.500.9210	10814049		681 00174
BLUE CROSS BLUE SHIELD DECEMBER 2013	4,219.28	GROUP INSURANCE AND HOSP	01.500.9160	11/15/13		681 00094
DECEMBER 2013	27,438.05	GROUP INSURANCE AND HOSP	01.500.9160	11/15/13		681 00092
	31,657.33	*VENDOR TOTAL				
CALL ONE NOVEMBER 2013	151.25	TELEPHONE	01.500.9120	11/15/13		681 00170
CURRENT TECHNOLOGIES EQUIPMENT	6,095.35	COMPUTER-PROGRAMS & EQUI	01.500.9634	CTCQ11818		681 00076
FIRESTONE 2011 FORD CROWN VIC	130.49	REPAIR & MAINTENANCE-VEH	01.500.9420	147039		681 00016
HEARTLAND AUTOMOTIVE SER 2010 FORD EXPLORER	63.48	REPAIR & MAINTENANCE-VEH	01.500.9420	308753		681 00018
2011 FORD CROWN VIC	30.73	REPAIR & MAINTENANCE-VEH	01.500.9420	3488237		681 00017
	94.21	*VENDOR TOTAL				
HINCKLEY SPRINGS WATER	65.38	TRAVEL LODGING MEALS - M	01.500.9182	110713		681 00162
ILLINOIS DEPARTMENT OF APR 2013 THRU AUG 2013	204.00	UNEMPLOYMENT INSURANCE	01.500.9045	11/18/13		681 00014
ILLINOIS PUBLIC SAFETY 1/1/2014 THRU 06/30/2014	120.00	COMPUTER-PROGRAMS & EQUI	01.500.9634	039031		681 00086
MINER ELECTRONICS CORP. EQUIPMENT 2014 INTERCEP EQUIPMENT	2,828.00 1,207.95 4,035.95	PURCHASE OF VEHICLES REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.500.9684 01.500.9420	251519 251528		681 00058 681 00024
MUNICIPAL SYSTEMS, INC. OCTOBER 2013	541.67	MUNICIPAL SYSTEMS	01.500.9153	9009		681 00087
OCTOBER 2013	426.50	MUNICIPAL SYSTEMS	01.500.9153	9010		681 00088
	968.17	*VENDOR TOTAL				
NEXTIME REPAIR TIME CLOCK	220.50	REPAIR/MAINT-GEN TOOLS/E	01.500.9425	118894		681 00028

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

VILLAGE OF GLENWOOD  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	*****					
NORTH EAST MULTI REGIONA NELSON/REBD	400.00	PERSONNEL TRAINING	01.500.9181	175938		681 00029
PACIFIC TELEMANAGEMENT SE DECEMBER 2013	78.00	TELEPHONE	01.500.9120	590465		681 00030
SECRETARY OF STATE SUSPENSIONS	110.00	MISCELLANEOUS	01.500.9891	10/29/13		681 00030
VAN DRUNEN FORD CO. 2009 INTERCEPTOR	204.00	REPAIR & MAINTENANCE-VEH	01.500.9420	F0CS73401		681 00032
ZEE MEDICAL INC. SUPPLIES	112.90	REPAIR/MAINT-GEN TOOLS/E	01.500.9425	0100078321		681 00091
	47,280.48	*****				

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
FIRE	.....					
AL WARREN OIL COMPANY, I FUEL	1,352.82	GAS AND OIL	01.600.9210	10814049		681 00171
BATTERIES PLUS BATTERIES	31.14	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	276-263268		681 00101
CALL ONE NOVEMBER 2013	292.12	TELEPHONE	01.600.9120	11/15/13		681 00158
CLERKS OFFICE-PETTY CASH BRASS FOR CHAPLAIN	19.29	MISCELLANEOUS	01.600.9891	11/13/13		681 00119
COMCAST 8771 40 050 0038254 8771 40 050 0025038	90.97 68.95 159.92	COMPUTER-PROGRAMS & EQUI MAINTENANCE-STATION #2 *VENDOR TOTAL	01.600.9634 01.600.9432	11/09/13 11/09/13		681 00102 681 00103
SCOLAB SUPPLIES	936.57	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	3483018		681 00104
HINCKLEY SPRINGS WATER	70.42	TRAVEL LODGING MEALS - M	01.600.9182	110713		681 00163
INGALLS OCCUPATIONAL LUCIA/MICHAEL	540.00	PHYSICALS	01.600.9186	CP197223		681 00019
JOSE'S LANNCARE GRASS CUTTING	280.00	GRASS CUTTING VACANT HOM	01.600.9632	11/15/13		681 00105
MENARDS SUPPLIES EQUIPMENT & SUPPLIES SUPPLIES SUPPLIES SUPPLIES	14.17 19.01 204.38 26.97 24.77 289.30	MAINTENANCE-STATION #1 MAINTENANCE-STATION #1 MAINTENANCE-STATION #1 REPAIR/MAINT-GEN TOOLS/E STATION SUPPLIES *VENDOR TOTAL	01.600.9431 01.600.9431 01.600.9431 01.600.9425 01.600.9290	29938 29395 30100 30557 30618		681 00022 681 00106 681 00021 681 00138 681 00130
MINER ELECTRONICS CORP. EQUIPMENT EQUIPMENT EQUIPMENT EQUIPMENT	979.00 71.55 115.50 61.50 1,227.55	COMMUNICATIONS EQUIPMENT COMMUNICATIONS EQUIPMENT COMMUNICATIONS EQUIPMENT COMMUNICATIONS EQUIPMENT *VENDOR TOTAL	01.600.9688 01.600.9688 01.600.9688 01.600.9688	11708 251632 251634 251636		681 00109 681 00110 681 00108 681 00107

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

VILLAGE OF GLENWOOD  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
FIRE	.....					
MUNICIPAL SYSTEMS, INC. OCTOBER 2013	522.50	BUILDING CODE HEARINGS	01.600.9105	9008		681 00111
PIONEER OFFICE FORMS, IN EMS FORMS	96.50	PRINTING AND ADVERTISING	01.600.9109	90059		681 00029
TWIST OFFICE PRODUCTS OFFICE SUPPLIES	18.28	OFFICE SUPPLIES	01.600.9111	662810-0		681 00062
MALLY'S TREE SERVICE 34 N ELM LN	2,150.00	GRASS CUTTING VACANT HOM	01.600.9632	11/12/2013		681 00048
	7,986.41	.....				

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Schedule of Bills (Fund/Dept)  
By Fund and Department

VILLAGE OF GLENWOOD  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
SENIOR CENTER FUND	*****					
BLVD GROSS BLVD SHIELD DECEMBER 2013	480.28	GROUP INSURANCE AND HOSP	01.800.9160	11/15/13		681 00092
CLERKS OFFICE-PETTY CASH VETERANS DAY LUNCHEON	30.39	SPECIAL EVENTS	01.800.9442	11/22/13		681 00126
JOANNE ALEXANDER VETERANS DAY LUNCHEON	81.55	SPECIAL EVENTS	01.800.9442	11/21/13		681 00127
	592.22	*****				
CORPORATE FUND	99,086.34	*****				

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

VILLAGE OF GLENWOOD  
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VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
OTHER INCOME	.....					
HOWARD WEICH	11.11	WATER USAGE	10.089.8915	11/13/13		681 00008
REF 401 DORCHESTER	11.11	.....				

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P	ID LINE
SEWER & WATER FUND	*****						
SEWER & WATER EXPENDITURES	*****						
AL WARREN OIL COMPANY, I FUEL	1,268.66	GAS AND OIL	10.110.9210	10814049			681 00172
ALTERNATIVE ENERGY SOLUT 187TH ST PUMP STATION	909.60	REPAIR/MAINT - SEWER SYS	10.110.9450	25949			681 00009
ARRO LABORATORY, INC SAMPLES	66.50	CONTRACT SERVICES	10.110.9020	46397			681 00001
BLACK INDUSTRIAL SUPPLY EQUIPMENT	154.50	PURCHASE-PERSONNEL EQUIP	10.110.9590	1201481			681 00002
BLUE CROSS BLUE SHIELD DECEMBER 2013	1,053.24	GROUP INSURANCE AND HOSP	10.110.9160	11/15/13			681 00099
CALL ONE NOVEMBER 2013	3,365.17	TELEPHONE	10.110.9120	11/15/13			681 00166
COM ED 2133451002	22.71	UTILITIES	10.110.9180	11/13/13			681 00013
9957046006	22.77	UTILITIES	10.110.9180	11/14/13			681 00071
7059133039	99.91	UTILITIES	10.110.9180	11/15/13			681 00038
	145.39	*VENDOR TOTAL					
CONSTELLATION 0609127059	857.66	ENERGY FOR PUMPING	10.110.9223	11/15/13			681 00074
ELMER & SONS LOCKSMITHS, OCTOBER 2013	119.06GR	LAWN CARE SERVICES	10.110.9021	107A			686 00002
FLOW-TECHNICS PUMP & PARTS	12,305.00	REPAIR/MAINT - WATER SYS	10.110.9411	ORD00003098			681 00128
MONARCH AUTO SUPPLY INC. EQUIPMENT	47.92	REPAIR & MAINTENANCE-VEH	10.110.9420	6981-230221			681 00026
O'LEARY'S CONTRACTORS EQUIPMENT	58.05	REPAIR/MAINT - WATER SYS	10.110.9411	98540			681 00059
SWIFT SAW & TOOL SUPPLY EQUIPMENT	439.77	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	22123			681 00007
EQUIPMENT & PARTS	39.16	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	22293			681 00113
	478.93	*VENDOR TOTAL					

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

VILLAGE OF GLENWOOD  
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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	*****					
THORNCREEK MATERIAL STORE	908.82	REPAIR/MAINT - WATER SYS	10.110.9411	19783		681 00083
TWIST OFFICE PRODUCTS OFFICE SUPPLIES	132.85	OFFICE SUPPLIES	10.110.9111	662810-0		681 00063
WHOLESALE DIRECT INC. PART	24.02	REPAIR & MAINTENANCE-VEH	10.110.9420	00203521		681 00033
PART	51.99	REPAIR & MAINTENANCE-VEH	10.110.9420	00203571		681 00034
PART	78.01	*VENDOR TOTAL				
	21,709.24	*****				
SEWER & WATER FUND	21,720.35	*****				

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

VILLAGE OF GLENWOOD  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
STATE FORFEITURE FUND	*****					
STATE FORFEITURE EXPENDITURE	.....					
MINER ELECTRONICS CORP. EQUIPMENT	1,548.18	FORFEITURE FUND EXPENDIT	11.111.3605	251784		681 00120
STATE FORFEITURE FUND	1,548.18	*****				

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

VILLAGE OF GLENWOOD  
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VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
2010 PROJECT FUND BAB	*****					
SEWER BOND EXPENDITURES	*****					
SPORTSFIELDS INC.	9,317.50	OSLAD GRANT EXPENSE PARK 40.440.9670		213820		681 00131
BROWN SCREENINGS	9,317.50	*****				
2010 PROJECT FUND BAB	9,317.50	*****				

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

VILLAGE OF GLENWOOD  
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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	.....					
WALLY'S TREE SERVICE 320 W 194TH STREET	900.00	ENGINEERING SERVICES	60.660.9685	11/12/13		681 00049
	900.00	.....				
TIF-INDUSTRIAL PARK	900.00	*****				

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	.....					
BLUE CROSS BLUE SHIELD DECEMBER 2013	2,196.64	GROUP INSURANCE AND HOSP	70.771.9160	11/15/13		681 00096
DECEMBER 2013	3,635.76	GROUP INSURANCE AND HOSP	70.771.9160	11/15/13		681 00097
	5,832.40	*VENDOR TOTAL				
BOUNANZA SERVICE VEHICLE MAINTENANCE	41.23	REPAIR/MAINT-TURF EQUIPM	70.771.9425	210895		681 00121
CLERKS OFFICE-PETTY CASH DODGE 2500 LICENSE	10.00	REPAIR & MAINTENANCE-VEH	70.771.9420	11/05/13		681 00118
CONSERV FS FUEL	940.12	GAS AND OIL	70.771.9210	1799823-IN		681 00052
FUEL	844.54	GAS AND OIL	70.771.9210	1799824-IN		681 00051
	1,784.66	*VENDOR TOTAL				
FIRESTONE 2001 DODGE R2500	80.99	REPAIR & MAINTENANCE-VEH	70.771.9420	14735		681 00122
HERTZ EQUIPMENT RENTAL C COMPRESSOR RENTAL	582.33	EQUIPMENT RENTAL	70.771.9433	27166093-001		681 00067
MENARDS SUPPLIES	44.92	MISCELLANEOUS	70.771.9891	30172		681 00020
EQUIPMENT	19.96	PURCHASE-GENERAL TOOLS/E	70.771.9550	30457		681 00057
SUPPLIES	22.47	REPAIR/MAINT BUILDINGS	70.771.9430	30629		681 00124
	87.35	*VENDOR TOTAL				
MONARCH AUTO SUPPLY INC. VEHICLE MAINT SUPPLIES	39.46	GAS AND OIL	70.771.9210	69811-229842		681 00004
PART	108.77	REPAIR/MAINT-TURF EQUIPM	70.771.9425	69811-230166		681 00025
	148.23	*VENDOR TOTAL				
MOTION INDUSTRIES, INC PART	22.86	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1109-379479		681 00027
PARTS	45.72	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1109-379599		681 00125
	68.58	*VENDOR TOTAL				
STONY TIRE INC TIRE REPAIR	28.00	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1-944940		681 00064
	8,663.77	.....				

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	*****					
AURICO						
SEPTEMBER 2013	267.50	DUES SUBSCRIPT. MEMBERSH	70.773.9140	198586		681 00132
OCTOBER 2013	31.50	DUES SUBSCRIPT. MEMBERSH	70.773.9140	20242		681 00134
	299.00	*VENDOR TOTAL				
CALL ONE						
NOVEMBER 2013	161.73	TELEPHONE	70.773.9120	11/15/13		681 00165
COM ED						
3619096019	241.53	UTILITIES	70.773.9180	11/12/13		681 00135
CURRENT TECHNOLOGIES						
EQUIPMENT	4,715.79	COMPUTER-PROGRAMS & EQUI	70.773.9634	CTCQ11818		681 00077
DEMLIN ENTERPRISES DBA						
ENVELOPES	85.86	OFFICE SUPPLIES	70.773.9111	13304		681 00136
MEYARDS						
MAINTENANCE SUPPLIES	9.98	REPAIR/MAINT-GEN TOOLS/E	70.773.9425	30525		681 00139
PHILLIP ROBBINS						
REIMBURSE CELL OCT	75.00	TELEPHONE	70.773.9120	11/10/13		681 00141
THE AD VANTAGE						
FULL PAGE	2,420.00	MARKETING/BUS DEVELOPME	70.773.9175	11/14/13		681 00060
	8,008.89	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD AND BEVERAGE	.....					
BLUE CROSS BLUE SHIELD DECEMBER 2013	1,639.98	GROUP INSURANCE AND HOSP	70.775.9160	11/15/13		681 00095
GORDON FOOD SERVICE, INC						
DELIVERY 11/18/13	989.38	COGS-FOOD	70.775.9736	154185356		681 00156
DELIVERY 11/21/13	492.92	COGS-FOOD	70.775.9736	154235893		681 00159
DELIVERY 11/21/13	42.80	COGS-FOOD	70.775.9736	154254186		681 00157
DELIVERY 11/13/13	41.31	COGS-FOOD	70.775.9736	766143942		681 00152
DELIVERY 11/14/13	878.92	COGS-FOOD	70.775.9736	766144032		681 00153
DELIVERY 11/13/13	47.75	COGS-FOOD	70.775.9736	766144089		681 00154
DELIVERY 11/16/13	47.92	COGS-FOOD	70.775.9736	766144112		681 00155
DELIVERY 11/22/13	135.23	COGS-FOOD	70.775.9736	767085309		681 00158
	2,675.23	*VENDOR TOTAL				
HAYES BEER DISTRIBUTING DELIVERY 11/20/13	29.40	COGS-ALCOHOLIC BEVERAGE	70.775.9738	354900		681 00137
PEPSIAMERICAS, INC DELIVERY 11/13/13	168.60	COGS-NON-ALCOHOLIC BEV	70.775.9737	24590610		681 00140
SOUTHERN WINE & SPIRITS DELIVERY 11/14/13	1,078.77	COGS-ALCOHOLIC BEVERAGE	70.775.9738	9613375		681 00142
SYSCO FOOD SERVICES DELIVERY 11/20/13	221.25	COGS-FOOD	70.775.9736	31201204		681 00144
WIRTZ BEVERAGE ILLINOIS DELIVERY 11/15/13	756.47	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1011370839		681 00146
Z BAKING COMPANY						
DELIVERY 11/13/13	74.52	COGS-FOOD	70.775.9736	102495		681 00148
DELIVERY 11/14/13	66.24	COGS-FOOD	70.775.9736	102725		681 00149
DELIVERY 11/16/13	31.80	COGS-FOOD	70.775.9736	103787		681 00147
DELIVERY 11/21/13	25.44	COGS-FOOD	70.775.9736	105107		681 00151
DELIVERY 11/22/13	72.33	COGS-FOOD	70.775.9736	105548		681 00150
	270.33	*VENDOR TOTAL				
	6,840.03	.....				
GLENWOODIE GOLF COURSE	23,512.69	*****				

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

VILLAGE OF GLENWOOD  
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VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION						
REPORT TOTALS:	156,085.06					

RECORDS PRINTED - 000176

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
01 CORPORATE FUND	99,086.34
10 SEWER & WATER FUND	21,720.35
11 STATE FORESTURE FUND	1,548.18
40 2010 PROJECT FUND BAB	9,317.50
60 TIF-INDUSTRIAL PARK	900.00
70 GLENWOODIE GOLF COURSE	23,512.69
TOTAL ALL FUNDS	156,085.06

BANK RECAP:

BANK NAME	DISBURSEMENTS
BABS 2010 PROJECT FUND BABS	9,317.50
BEUE CORPORATE	99,086.34
GRN SEWER AND WATER	21,720.35
RED GLENWOODIE GOLF COURSE	23,512.69
STAT STATE FORESTURE FUND	1,548.18
TIF TAX INCREMENT FINANCE FUND	900.00
TOTAL ALL BANKS	156,085.06

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

**Schedule of Bills Recap**  
**Board Meeting 12/03/13**

Fund	Disbursements
Corporate	\$ 99,086.34
Sewer and Water Fund	\$ 21,839.41
State Forfeiture Fund	\$ 1,548.18
2010 Project Fund Bab	16,937.50
TIF - Industrial Park	900.00
Glenwood Youth Sports	1,220.00
Glenwoodie Golf Course	\$ 23,512.69
<b>Total All Funds</b>	<b>\$ 165,044.12</b>

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

DATE 12-03-13

APPROVED BY :

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



TELEPHONE  
310.326.5500

2780 SKYPARK DRIVE, SUITE 410  
TORRANCE, CALIFORNIA 90505

FACSIMILE  
310.326.5113

## FEASIBILITY PERIOD LETTER

To: John F. Donahue, Esq.; for  
The Village of Glenwood, Illinois (Sellers)  
From: William Cunningham, Tuffli Company, Inc.; for  
The Tuffli Family Foundation (Purchaser)  
Copies: Kevin A. Welsh, Chief Building Official,  
Village of Glenwood  
Date: November 20, 2013

In accordance with that certain Real Estate Sale Contract and Redevelopment Agreement between us respecting the property located at 537 West 195<sup>th</sup> Street, Glenwood, Ill. (the "Contract"), The Tuffli Family Foundation ("Purchaser") has been performing its due diligence and Purchaser hereby informs Seller of the results of that due diligence and items requiring resolution before Closing of escrow.

First, as to Title issues:

- At Closing, Title Company will issue an extended coverage owner's policy naming Purchaser as Insured and subject only to the schedule B exceptions as approved hereinbelow. Purchaser will pay the increment if any, by which the extended coverage premium exceeds the standard policy premium.
- An updated ALTA survey is currently in preparation. That survey shall be delivered to Title Company so that Title Company will review the survey and thereby eliminate certain proposed schedule B exceptions which are disapproved by Purchaser.
- The Village will provide Purchaser with a letter or resolution declaring the building encroachment which is shown on the current (outdated) survey to be accepted by the Village.
- Comments to Title Commitment issued by Fidelity National Title Insurance Company, order No. 2001-052016555, dated effective September 23, 2013:

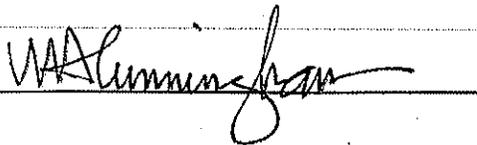
TUFFLI COMPANY, INC.  
INVESTMENTS

1. As mentioned above, the Title Commitment will be "updated" to consider the updated ALTA survey.
2. As to the Schedule B items-
  - a) The following are disapproved by Purchaser and shall not be shown on the Title Policy issued at Closing: 1, 2 (except that the above-mentioned building encroachment is acceptable, subject to receipt of the Village letter mentioned above), 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 30.
  - b) Items 24, 25, and 26 are acceptable (subject to the Village letter as to item 25).
  - c) Item 27 will be plotted as a result of Title Company's review of the updated survey.
  - d) Item 8 will reflect real property taxes to be current.
  - e) As part of the purchase transaction consideration, Purchaser will deliver to the Village a promissory note and mortgage in the face amount of \$350,000. Purchaser acknowledges that this mortgage will show as a schedule B exception.

**General Matters:**

- Purchaser has completed its physical and analytical reviews of the property and has satisfied itself that the property is suitable to purchase, subject to the rehabilitation work to be performed by the Village prior to Closing Date.
- Purchaser's proposed Tenant has completed its physical and analytical reviews of the property and has satisfied itself that the property is suitable for Tenant's needs, including reviews of the Village improvements and the Environmental Site Assessment.

Subject to this Feasibility Period Letter, Purchaser hereby waives its conditions and rights under paragraph 17 of the Contract.

  
\_\_\_\_\_

**DECLARATION OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS,  
RESERVATIONS,  
EQUITABLE SERVITUDES,  
GRANTS AND EASEMENTS  
UNIT #1 OF VILLAS OF  
GLENWOOD TOWNHOMES**



Doc#: 0518753072  
Eugene "Gene" Moore Fee: \$68.00  
Cook County Recorder of Deeds  
Date: 07/08/2005 10:41 AM Pg: 1 of 23

RECORDER'S STAMP

THIS DECLARATION made and entered into this 6<sup>th</sup> day of July, 2005, by First National Bank of Manhattan, an Illinois Banking Corporation, as Trustee under Trust Agreement dated July 1, 2004, and known as Trust No. 441, and not individually (hereinafter sometimes referred to a "the Trustee"):

**WITNESSETH:**

**WHEREAS**, the Trustee is the owner in fee simple of certain real estate, hereinafter described, in the Village of Glenwood, Cook County, Illinois; and

**WHEREAS**, the Trustee intends to create on portions thereof from time to time a residential community of townhomes with common open spaces; and

**WHEREAS**, the Trustee desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and to provide for the harmonious, beneficial and proper use and conduct of the real estate; and

**WHEREAS**, the Trustee desires and intends that the several Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

Prepared By:  
Lincoln-Way Partners, Inc.  
931 Country Creek Drive  
New Lenox, Illinois 60451

After Recording Return To:  
Lincoln-Way Partners, Inc.  
931 Country Creek Drive  
New Lenox, Illinois 60451

**NOW, THEREFORE, the Trustee DECLARES AS FOLLOWS:**

- 1. DEFINITIONS.** Certain words and terms used in this Declaration are defined as follows:
- (a) **ASSOCIATION:** Villas of Glenwood Townhome Owners Association, the association of all the property owners acting pursuant to the ByLaws attached hereto as Exhibit A, through its duly elected Board, its successors and assigns.
  - (b) **BOARD:** The board of managers of the Association as constituted at any time from time to time. In the event the Association is incorporated the Board shall mean the Board of Directors of the incorporated Association.
  - (c) **BUILDINGS:** All structures, attached or unattached, located upon a Unit.
  - (d) **BYLAWS:** The ByLaws of the Association, which are attached hereto as Exhibit "A", and are incorporated herein by reference and made a part hereof.
  - (e) **COMMON EXPENSES:** The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.
  - (f) **DEVELOPER:** Lincoln-Way Partners, Inc., its successors and assigns, or such other persons or entities as the beneficiary of the Trustee may from time to time designate.
  - (g) **FIRST MORTGAGE:** An owner of a bona fide first mortgage or first trust deed covering any portion of the Property.
  - (h) **MAINTENANCE FUND:** All monies collected or received by the Association pursuant to the provisions of the Declaration and ByLaws.
  - (i) **MAJORITY:** More than 50 percent.
  - (j) **OCCUPANT:** A person or persons, other than a Unit Owner, in possession of a Unit.
  - (k) **PARCEL:** The tract of land described in paragraph 2 hereof.
  - (l) **PERSON:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
  - (m) **PLAT:** The Plat of Subdivision for the Villas of Glenwood Unit #1 Subdivision of Single Family Attached or Detached Townhome Villas.
  - (n) **PROPERTY:** All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, and all easements, rights and appurtenances belonging thereto, and all Common Areas.
  - (o) **RECORD:** To record in the Office of the Recorder of Deeds of Cook County, Illinois.
  - (p) **RESERVES:** Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board.
  - (q) **SUBDIVISION:** The Villas of Glenwood Subdivision of Single Family Attached or Detached Townhome Villas.
  - (r) **TOWNHOME:** A single-family dwelling, constructed on a Unit, which Townhome may be attached to not to exceed one additional Townhome by common party walls.
  - (s) **UNIT:** A lot (or portion thereof) within the Subdivision and such improvements as may be located thereon and which is designated for use as a separate single family dwelling unit.
  - (t) **UNIT OWNER:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

**2. LEGAL DESCRIPTION OF PARCEL.** The parcel which shall be subject to the provisions hereof is legally described as follows:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, AND 25 IN THE VILLAS OF GLENWOOD SUBDIVISION UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 23, 2004, AS DOCUMENT NO. 0405427082.

PIN: Part of 32-10-102-003-0000

3. **MAINTENANCE BY ASSOCIATION.**

(a) The Association shall be responsible for the maintenance of the driveways, sidewalks and yards located within a Unit. For purposes of the foregoing, maintenance shall be deemed to include grass cutting and customary lawn maintenance, trimming of trees, bushes and shrubs, and snow removal from driveways and sidewalk areas (both lying within the Unit area and in the public right-of-way). The Association shall be further responsible for providing exterior maintenance upon each Unit as follows: painting, repair, replacement (as necessary) of gutters, downspouts, all exterior building surfaces including siding and shingles. The expense of the foregoing shall be charged to the Maintenance Fund as more fully set forth in the ByLaws. Participation in said maintenance program shall be deemed mandatory and no credit against assessments payable by a Unit Owner shall be given in the event that any Unit Owner causes such maintenance to be performed in any other manner. The Association and/or its duly authorized agents and/or employees shall have, and by virtue hereof are granted, the right of, and an easement for access to the Units for the purpose of performing the foregoing maintenance and such other activities as may be incidental thereto.

(b) Such exterior maintenance, repair and replacement shall not include glass, doors and decks, if any (provided, however, that the style, design and quality of such glass, doors, and decks, if any, shall be subject to such Rules and Regulations as may be promulgated from time to time with regard thereto by the Association, or the Developer prior to the creation of the Association); nor shall such exterior maintenance include the replacement or repair of any portion of a Unit for which replacement or repair is the result of damage caused by a hazard which is normally insured against under a standard form homeowner's hazard insurance policy. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Unit Owner, his family, or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which his Unit is subject and shall be paid as determined by the Board.

(c) The extent and frequency of the activities of the Association in carrying out the duties of maintenance and management set forth herein may be decided by the Board and the Board may appoint committees to advise the Board on such matters. The Board may also promulgate Rules and Regulations to aid in carrying out said maintenance duties and may amend such Rules and Regulations from time to time.

4. **ENCROACHMENTS AND EASEMENTS.**

(a) If any part of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so encroaching so long as all or any part of the Building containing such Unit so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Trustee or the Developer if such encroachment occurred due to the willful conduct of said owner or owners.

(b) All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

(c) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence or obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and right were recited fully and set forth in their entirety in such documents.

5. **PARTY WALLS.**

(a) Each wall which is built as part of the original construction of the townhomes and placed on the dividing line established between the Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this paragraph 5, the general rules of law regarding party walls shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the respective Unit Owners who make use of the wall in proportion to their respective use.

(c) Due to the fact that some of the individual townhomes in a building are or will be aesthetically and functionally designed with structures that may encroach and/or overhang adjoining Units, each such adjoining Unit shall be subject to a perpetual easement for any such overhang and/or encroachment.

(d) If a party wall is destroyed or damaged by fire or other casualty, either of the Unit Owners who have used the wall may restore it, and, if the other Unit Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use.

6. **ASSOCIATION.**

(a) The Developer, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated,

(i) each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) the provisions of Exhibit A of this Declaration shall be adopted as the ByLaws of such Association;

(iii) The name of such Association shall be Villas Of Glenwood Townhome Owners Association, or a similar name.

7. **INSURANCE, REPAIR AND RECONSTRUCTION.**

(a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(i) Such insurance as the Association is required to obtain pursuant hereto and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Areas. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration.

(ii) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, provided that such limits shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage - insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the Property.

(iii) Such other forms of insurance as the Association shall elect to effect including such Worker's Compensation insurance as may be necessary to comply with applicable laws.

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(i) with respect to the insurance provided for in (a) (I) of this paragraph, for coverage of cross liability claims of one insured against another; and

(ii) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:  
 (i) with respect to the insurance provided for in (a) (i) of this paragraph, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners.

(e) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(f) In the event of the damage or destruction of any of the Common Areas, the insurance proceeds, if sufficient to reconstruct the Common Areas, shall be applied to restore the Common Area suffering such damage or destruction to substantially the same condition in which it existed prior to such damage or destruction.

(g) If, in the event of the damage or destruction of the Common Areas, the insurance proceeds are insufficient to restore the Common Areas as set forth in the preceding subparagraph, then such deficiency shall be paid by funds secured by special assessment levied against the Unit Owners.

(h) Nothing contained herein shall in any manner be construed as imposing an obligation upon the Trustee, the Developer or the Association to secure homeowner's hazard insurance coverage (and customary other coverage incidental thereto) upon the Unit owned by any Unit Owner the securing of the same being the sole obligation to the respective Unit Owners.

8. **SEPARATE REAL ESTATE TAXES.** It is understood that the real estate taxes are to be separately taxed to each Unit Owner for his Unit. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole (or upon some portion of the Property representing less than the whole of the same but consisting of an area consisting of greater than one Unit), then the Association, or the Developer prior to the creation of such Association, shall collect from each Unit Owner his proportionate share thereof to assure timely payment thereof.

9. **USE OF OCCUPANCY OF UNITS AND COMMON AREAS.** The Units shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be utilized as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. No building or structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the Property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Trustee and the Developer or their agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units. The Trustee and the Developer shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

(c) Except to the extent responsibility for the same is delegated to the Association pursuant to the Declaration, each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other materials visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) No Unit Owner shall permit anything to be done or kept in his Unit which would be in violation of any law.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of

windows or placed on the outside walls of any Building and no sign, awning, canopy, shutter, radio or television antenna (except as installed on the date this Declaration is recorded or except as there after installed by the Developer or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Areas, without the prior written consent of the Association. No air conditioning unit of whatever type other than those installed as of the date this Declaration is recorded or those thereafter installed by the Developer or the Association may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any Unit except that household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(h) Except as constructed or altered by or with the permission of the Developer or the Association, nothing shall be done in any Unit which would impair the structural integrity, safety, or soundness of any Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Property. The Units shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys boats, trailers, recreational vehicles, campers and the like, or other vehicles be permitted on any part of the Property without prior consent of, and subject to any regulations of the Association, pursuant to rules and regulations of the Association.

(k) If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Areas or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association.

(l) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgement of the Association, an unreasonable disturbance to others.

(m) Each Unit Owner shall maintain the temperature in his Unit, whether or not said Unit may be occupied, at a minimum temperature of fifty (50) degrees Fahrenheit.

(n) No exterior additions or alterations to any townhome shall be commenced, erected, or maintained (except such as are installed or approved by the Developer in connection with the initial construction of the Buildings), until the plans and specifications showing the nature, kind, shape, height, materials, location, and approximate cost of same shall have been submitted to the Association (or Developer prior to the creation of the Association) and approved in writing as to harmony of external design and location in relation to surrounding Buildings by the Association or such committee as the Association may appoint with regard thereto. Any such committee, if so appointed, shall be known as the Villas of Glenwood Townhomes Architectural Committee.

(o) This Paragraph 9 shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone call, or conferring with business or professional associates, clients or customers, in his Unit.

10. **VIOLATION OF DECLARATION.** The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the ByLaws contained, shall, in addition to

any other rights provided for in this Declaration or the ByLaws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the ByLaws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) The Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 10, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the ByLaws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all attorneys' fees incurred by the Association in enforcing the provisions of the ByLaws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such fees are paid by the Unit Owner, the amount thereof shall constitute a lien on the interest of the Unit Owner in the Property. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

11. **ENTRY BY ASSOCIATION.** The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

12. **GRANTEES.** Each grantee of the Trustee of the Developer, each purchaser under Articles of Agreement for Deed and each tenant under a lease accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the ByLaws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

13. **FAILURE TO ENFORCE.** No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

14. **NOTICES.** Whenever any notice is required to be given under the provisions of the Declaration, or in the ByLaws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

15. **AMENDMENTS.** Except as hereinafter otherwise provided, the provisions of paragraphs 1, 2, 4, and 5 and this paragraph 15 of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board and all of the Unit Owners. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified, upon approval by at least 60% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by an authorized officer of the Association certifying that at least 60% of the Unit Owners have approved such amendment, change or modification. Any amendment, change, or modification shall be effective without the prior written consent of the Trustee or Developer. The ByLaws may be amended in accordance with the provisions of Article XI thereof.

16. **VIOLATIONS OF CERTAIN RULES.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the Rule Against Perpetuities or some other analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or

common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, the President of the United States of America, and Richard Cheney, the Vice-President of the United States of America.

17. **SEVERABILITY**. The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

18. **CONSTRUCTION**. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class townhome development.

19. **CHANGES OR MODIFICATIONS BY THE DEVELOPER**. Until the first annual meeting of the Unit Owners is called, the Developer, or its successors or assigns, shall have the right to change or modify this instrument, which change or modification shall be effective upon the recording thereof; provided that such right shall only be exercised (i) to bring the Declaration into compliance with applicable laws and Ordinances, or (ii) to correct clerical or typographical errors in the Declaration, or (iii) for the purpose of compliance with requirements of the Veterans Administration, the Department of Housing and Urban Development, and/or FNMA or FHLMC. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to the Developer as aforesaid.

20. **VILLAGE**. In the event the Villas of Glenwood Townhome Homeowners Association ("Association") fails to properly maintain the common areas, the Village of Glenwood (the "Village") shall have the right, but not the obligation, to maintain the common areas at the expense of the Association. In order to exercise its rights under this paragraph, the Village shall serve written notice upon the Association's registered agent or president setting forth the deficiencies existing in the maintenance of the common areas. In the event any noted deficiencies are not corrected within two weeks from the date of the Village's notice, then, the Village shall have the right, but not the obligation, to correct the deficiencies noted. The Village shall be reimbursed by the Association for all expenses incurred by the Village for the correction of the noted deficiencies. The Village shall have a license to enter the common areas for the exercise of its rights under this paragraph. Any actions taken by the Village pursuant to this paragraph shall not preclude the Village from pursuing any other legal or equitable remedy or penalty pertaining to the correction of any deficiency or otherwise for the Association's failure to properly maintain the common areas. Any other remedy or penalty imposed as a result of the Village's pursuit of any other such legal or equitable remedy shall be in addition to the Association's obligation to reimburse the Village for work performed by the Village pursuant to this paragraph.

21. **TRUSTEES**. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated or sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

22. **EXECUTION BY THE TRUSTEE.** It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank of Manhattan or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the First National Bank of Manhattan as Trustee as aforesaid and not individually has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents on the day and year first above written.

FIRST NATIONAL BANK OF MANHATTAN, As Trustee as aforesaid, and not individually,

By:

*John E. Kenner*  
President

ATTEST:

*Kathleen Benn*  
Its: *Cashier*



STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

I, Christine Putman, a Notary Public in and for said County and State, do hereby certify that John E. Kenner and Kathleen Benn, President and Cashier respectively, of First National Bank of Manhattan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Cashier, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Cashier did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of July, 2005.



*Christine Putman*  
Notary Public

**EXHIBIT A  
BYLAWS OF  
VILLAS OF GLENWOOD**

**ARTICLE I  
GENERAL PROVISIONS**

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration.

**ARTICLE II  
MEMBERS**

**SECTION 1. CLASSES OF MEMBERS, MEMBERSHIP, AND TERMINATION THEREOF.** The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

**SECTION 2. VOTES AND VOTING RIGHTS.**

(a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers. All such members of the Board of Managers shall be appointed and shall hold office as provided in Article IV, Section 2 of these ByLaws.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be equal to the total number of Units. Each member shall be entitled to one vote.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. If only one of such persons constituting such Unit Owner is present, he shall be entitled to cast the votes allocated to such Unit. If more than one of such persons constituting such Unit Owner are present, the votes allocated to such Unit may be cast only in accordance with the agreement of a majority in interest of such persons shall be deemed to exist if any of such persons cast the votes allocated to such Unit without protest being made promptly to the person presiding over the meeting by any such persons constituting such Unit Owner.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these ByLaws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners as provided in the Declaration.

SECTION 3. TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1 hereof.

### ARTICLE III

#### MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than on hundred twenty (120) days following the date when 75% of the Units have been conveyed by the Trustee, provided, however, that (i) the words "75% of the Units" as heretofore used in this sentence shall be deemed to mean 75% of all of the Units which the Developer contemplates constructing on the Property. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other businesses as may come before the meeting shall be held on such date as is selected by the Board which date is within thirty (30) days before or after the anniversary of the first annual meeting of the members. If the election of Members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called by the Board, the President, or not less than 10% of the members. All matters to be considered at special meetings of the members called by not less than 10% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

SECTION 3. PLACE AND TIME OF MEETING. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the board or the person or persons calling the meeting.

SECTION 4. NOTICE OF MEETING. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the, except that the notice of the first annual meeting of the members shall be given at least twenty-one (21) days prior thereto. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

SECTION 5. QUORUM. The members present at a meeting in person or by proxy, holding 25% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these ByLaws.

SECTION 6. PROXIES. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Every proxy must bear the date of its execution.

SECTION 7. MANNER OF ACTING. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matter shall require the affirmative vote of 66 2/3% or more of all the members at a meeting duly called for that purpose: the purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE IV  
BOARD

SECTION 1. IN GENERAL. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Villas of Glenwood Townhomes Owners Association as provided in the Declaration.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of members of the Board shall be five. Until the date of the first annual meeting of the members as hereinabove provided, the members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the members of the Board shall each be elected at large solely by, from, and among, the members. Each member of the Board shall serve for a term of one year and until his successor shall have been elected and qualified. The Board elected at such first annual meeting shall be the initial Board of Managers, as provided in the Act. Each member of the Board shall hold office without compensation. Only a member of the Association may be a member of the Board. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. Notwithstanding the above, only one person from each Unit may be a member of the Board. A member of the Board may succeed himself in office.

SECTION 3. ELECTION. At each annual meeting of the Unit Owners, the Unit Owners shall elect the entire Board for the forthcoming year. In all elections for the members of the Board, the five candidates receiving the highest number of votes shall be deemed elected. Each candidate for election to the Board (or such candidate's representative) shall have the right to be present at the counting of the ballots at such election. Members of the Board shall serve without compensation for a term of one year, and until their successors are elected.

SECTION 4. REGULAR MEETINGS. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time, adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board may be called by or at the request of the President or any two members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meetings of the Board called by them.

SECTION 6. NOTICE. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least 48 hours prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice.

SECTION 7. QUORUM. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are

present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these ByLaws. In the event of a resale of a Unit the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract for purchase shall during such time or times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly elected to and serve on the board unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this SECTION 7, "installment contract" shall have the same meaning as set forth in Section 1(e) of "an Act relating to installment contracts to sell dwelling structures," approved Aug. 11, 1967, as amended, as set forth in the Illinois Compiled Statutes.

SECTION 8. MANNER OF ACTING. The act of majority of the members of the Board present at the meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in this instrument.

SECTION 9. VACANCIES. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members; provided that if a petition is filed with the Board signed by members holding 20% of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no members may be called to fill all vacancies for the unexpired terms of the members of the Board.

SECTION 10. REMOVAL. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 66 2/3% of all members of the Association at a special meeting called for such purpose.

SECTION 11. ADOPTION OF RULES AND REGULATIONS. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the Declaration and these ByLaws. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States of America or Section 4 of Article I of the Constitution of the State of Illinois. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto the rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all the members of the Association.

SECTION 12. OPEN MEETINGS. All meetings of the Board, whether regular or special, shall be open to the members of the Association, except for meetings:

(a) to discuss litigation when an action against or on behalf of the Association has been filed and pending in a court or administrative tribunal, or when the Board finds such action is probable or imminent;

- (b) to consider information regarding appointment, employment or dismissal of an employee;
- or
- (c) to discuss violations of rules and regulations of the Association or a Member's unpaid share of Common Expenses. Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record these proceedings at meetings required to be open by the Act or these ByLaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

**ARTICLE V**  
**OFFICERS**

**SECTION 1. OFFICERS.** The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board), a Treasurer and a Secretary.

**SECTION 2. ELECTION AND TERM OF OFFICE.** The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Association, provided the President must also be a member of the Board. If the election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

**SECTION 3. REMOVAL.** Any officer elected by the Board may be removed by a majority vote of the members of the Board.

**SECTION 4. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

**SECTION 5. PRESIDENT.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration, and, in general, shall perform all duties incident to the offices of President and such other duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

**SECTION 6. VICE-PRESIDENT.** In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents, in order of their election) shall perform the duties of the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.

**SECTION 7. TREASURER.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of the ByLaws; and in general perform all the duties as from time to time may be assigned to him by the President or by the Board.

**SECTION 8. SECRETARY.** The Secretary shall keep the minutes of the meetings of the members and

of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these ByLaws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to documents as required or permitted by the Declaration, these ByLaws or the Act; be custodian of the records and, if incorporated, of the seal of the Association, if any, and, if the Association is incorporated, see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these ByLaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

## ARTICLE VI

### POWERS AND DUTIES OF THE ASSOCIATION AND BOARD

SECTION 1. GENERAL DUTIES, POWERS, ETC. OF THE BOARD. The board shall exercise for the Association all powers, duties and authority vested in the Association by the Declaration and these ByLaws, including but not limited to the following:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Areas and such portions of the Units as is more fully set forth in Paragraph 3 of the Declaration.
- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Areas.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Adoption and amendment of rules and regulations covering the details with Units conveyed to or purchased by it.
- (h) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) To borrow money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article III, Section 7, of these ByLaws.
- (k) To pay real estate property taxes, special taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Association (other than assessments on Units not owned by the Association).
- (l) To impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, ByLaws, and rules and regulations of the Association.
- (m) To assign its rights to future income, including the right to receive Common Expense assessments.
- (n) To record the dedication of a portion of the Common Areas to a public body for use, as, or in connection with, a street or utility where authorized by the members.

In the performance for their duties, the officers and members of the Board shall exercise, whether appointed by the Developer or elected by the member, the care required of a fiduciary of the members.

## SECTION 2. SPECIFIC POWERS AND DUTIES.

- (a) Anything herein contained to the contrary notwithstanding, the Association shall have the power:
- (i) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice;
  - (ii) to engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel;
  - (iii) to establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Association.
- (b) The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:
- (i) such insurance as the Association is required or permitted to obtain as provided in the Declaration;
  - (ii) landscaping, gardening, snow removal, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Areas and such portions of the Units as is more fully set forth in Paragraph 3 of the Declaration and such equipment for the Common Areas as the Association shall determine is necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas;
  - (iii) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein;
  - (iv) any amount necessary to discharge any mechanics' lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Areas, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property;
  - (v) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect any other portion of the Property, and the Owner of said Unit has failed or refused to perform said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property;
  - (vi) maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.
- (c) all expenses, charges and costs of the maintenance, repair or replacement of the Common Areas and such portions of the Units as is more fully set forth in Paragraph 3 of the Declaration, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the

Association, and a written memorandum thereof prepared and signed by the Treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Areas, (other than for purposes of repairing, replacing and restoring portions of the Common Areas) and such portions of the Units as is more fully set forth in Paragraph 3 of the Declaration requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without the prior approval of 66 2/3% of the Unit Owners.

(d) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: The total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof which proposed Annual Budget shall indicate which portions thereof are intended for capital expenditures or repairs or payment of real estate taxes. The Association shall give Unit Owners notice as provided in Section 4, Article III of the ByLaws of the meeting of the Board at which the board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted. Said Annual Budget shall be assessed to the Unit Owners in equal shares. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such Owner in equal quarterly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of April, July and October of said year. The Association shall have no authority to forebear the payment of assessments by any Unit Owner except as otherwise expressly herein set forth.

If an Annual Budget adopted by the Board requires assessments against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners with 20% of the votes of the Association filed within 14 days of the Board action, shall call a Special Meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the Annual Budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the Annual Budget, it shall be deemed to be ratified, whether or not a quorum is present. If a majority of the votes of the Unit Owners are cast at the meeting to reject the Annual Budget, but a quorum is not present, a second Special Meeting of the Unit Owners will be called to consider the Annual Budget. If a quorum is not present at such second meeting, the Annual Budget shall be deemed to be ratified. If a majority of votes of the Unit Owners are cast to reject the Annual Budget at a Special Meeting of the Unit Owners, a meeting of the Board shall be held within 30 days of the date of such Special Meeting to prepare a revised Annual Budget to send to the Unit Owners together with a notice of the meeting of the Board at which adoption of such Annual Budget will be considered.

In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Common Areas, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

On or before the 1st day of April of each calendar year commencing in 2006, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited in equal amounts to all Unit Owners toward the next quarterly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added equally with respect to each Unit Owner to the installments due in the succeeding two quarters after rendering of the accounting.

The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by the Trustee of a Unit to such Unit Owner, an amount equal to one-sixth of the Annual Budget as initially established by the Developer and allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association deems appropriate. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Association may at any time levy a further assessment, which shall be assessed to the Unit Owners in equal shares, and which may be payable in one lump sum or such installments as the Association may determine. The Board shall serve notice of such further assessment on all Unit Owners (in the manner provided in the ByLaws) by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable at such time or times as determined by the Association, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five times such Unit's most recent Common Expense assessment calculated on a monthly basis or \$400.00, such further assessment for all Units Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

The failure or delay of the Association to prepare or serve the annual or adjusted budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the quarterly assessment charges at the then existing quarterly rate established for the previous period until the quarterly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed.

(e) The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in equal shares.

(f) Each Unit shall be exempt from all assessments, charges and liens arising by virtue of this instrument until such permit issued therefore. Each Unit, shall further be exempted from all assessments, charges and liens until the same is sold and conveyed by the Trustee or the Developer. Upon the conveyance by the Trustee or the Developer, to a Unit Owner other than the Developer of a Unit which was theretofore entitled to the above exemption, such exemption shall be terminated and such unit shall thereafter be subject to the full amount of assessments arising pursuant to this instrument, prorated from the date of such conveyance. All Units used as models by the Developer or the Trustee (or their respective agents) shall further be exempt from assessments arising by virtue of this instrument.

(g) If a Unit Owner is in default in the quarterly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof, remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the quarterly payment of the aforesaid charges or assessments for sixty (60) days, all other quarterly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due

and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore, as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys fees to be fixed by the Court. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit. Each such assessment, together with interest, costs, and attorney's fees shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

(h) Upon ten (10) days notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

(i) Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the quarterly assessment when due shall be superior to the lien of such unpaid Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit free from, claims for unpaid Common Expenses or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

(j) The Association may, pursuant to the provisions of Section 11, Article IV of these ByLaws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Areas and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

(k) The provisions of the Declaration, these ByLaws, and the rules and regulations that relate to the use of the individual Unit or to the Common Areas shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed after the date of recording of this instrument.

(l) Nothing hereinabove contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

(m) Except as provided in sub-paragraph (f) of this Article with respect to legal action for collection of unpaid maintenance expenses, and for the enforcement of liens with respect thereto, or with respect to enforcement of liens or other litigation for collection of unpaid Common expenses, the Association shall not commence litigation, either in its own name or on behalf of the Unit Owners, without the affirmative approval of 66 2/3% of the Unit Owners obtained at an annual meeting of the Unit Owners or a special meeting of Unit Owners called for such purposes. In the event that any legal action is commenced against the Developer by the Association, either in its own right or in some other capacity as a representative of the Unit Owner(s), and the Developer prevails in such legal action, the Developer shall be entitled to reimbursement from the Association of the Developer's reasonable costs and attorneys' fees which Developer may incur in connection with legal consultations by Seller with regard to such legal action by the Association and/or in defending itself with regard to such legal action.

## ARTICLE VII

### CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these ByLaws, to enter into any contract or execute and

deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

SECTION 3. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

SECTION 4. GIFTS. The Board may accept on behalf of the Association any contributions, gifts, bequest or devise for the general purposes or for any special purposes of the Association.

**ARTICLE VIII**  
**BOOKS AND RECORDS**

SECTION 1. MAINTAINING BOOKS AND RECORDS. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

SECTION 2. AVAILABILITY FOR EXAMINATION. The manager of the Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration and ByLaws and any amendments, Articles of Incorporation of the Association if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association or the Board shall be available. Prior to the first annual meeting of members of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying;

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Areas and such portions of the Units as is more fully set forth in Paragraphs 3 of the Declaration, specifying and itemizing the maintenance and repair expenses of the Common Areas and such portions of the Units as is more fully set forth in Paragraph 3 of the Declaration, and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained;

(c) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than 7 years;

(d) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained; and

(e) A record giving the names and addresses of the members entitled to vote. A reasonable fee may be charged by the Association or its Board for the cost of copying.

**ARTICLE IX**  
**FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

**ARTICLE X**  
**WAIVER OF NOTICE**

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or ByLaws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XI**

**AMENDMENTS TO BYLAWS**

These ByLaws, except paragraphs (d), (f) and (i) of Section 2 of Article VI, Article XIII and this Article XI may be altered, amended or repealed and new ByLaws may be adopted upon the affirmative vote of 66 2/3% of all of the members at a regular meeting or at any special meeting called for such purpose, by recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by an authorized member of the Board and which contains an affidavit by authorized member of the Board and which contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the members of the Association has been obtained. Article XIII, this Article XI and paragraphs (d), (f) and (I) of Section 2 of Article VI may be amended as set forth in the first sentence of paragraph 15 of the Declaration.

**ARTICLE XII**

**INDEMNIFICATION**

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of the Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

#### ARTICLE XIII CONSTRUCTION

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these ByLaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these ByLaws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.



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May 22, 2013

Mr. Patrick McAneney  
Director of Public Works  
Village of Glenwood  
One Asselborn Way  
Glenwood, Illinois 60425

Dear Mr. McAneney,

M.E. Simpson Co., Inc. is pleased to present our "Proposal for Water Distribution System Leak Survey" for the Village of Glenwood, Illinois.

M.E. Simpson Co., Inc. is a Technical Service Company performing services designed to aid a Utility in improving accountability, increasing revenues, heightening distribution system performance and optimizing distribution system data, records and mapping programs. As a part of our services we also manufacture the Polcon® flow and pressure monitoring equipment. Our wastewater services provide improvement to collection systems through flow monitoring, smoke testing, and manhole inspections.

This Proposal is being submitted as follows:

- ◆ **Scope of Services**
- ◆ **Project Scope**
  - Project Overview
  - Assumptions and Services Provided by the Utility
  - Equipment Used
  - Safety
- ◆ **Qualifications / Personnel**
- ◆ **References**
- ◆ **Proposed Project Schedule**
- ◆ **Proposal Fee**

We thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Survey services. If there are any inquiries regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you soon.

Sincerely yours,

Randy Lusk  
Regional Manager – Dyer  
RL/jph

## PROJECT SCOPE

The **Water Distribution Leak Survey** program is conducted using the latest state of the art leak computers, the Fluid Conservation Systems' **AC Digital, DigiCALL** with an outstation preamplifier-transducer system. All of these correlators are manufactured by Fluid Conservation Systems of Milford, Ohio. These Correlators have a proven record of achievement in locating leaks on water distribution systems under some very extreme circumstances. M.E. Simpson Co., Inc. uses FCS equipment exclusively in its leak detection programs for water utilities. Our experienced Project Team (M.E. Simpson Co., Inc. uses **TWO** trained technicians on each leak survey team) will use these devices, along with the **S30**, or **L-MIC** electronically enhanced listening device, to survey the pipeline network.

Every hydrant and accessible valve will be used as a listening point to identify leaks. For non-PVC pipes, services are used on an "as needed" basis to keep the distance between listening points less than five hundred feet (500'); for PVC pipes all accessible services will be listened to. When a leak is detected correlation will be used to verify the existence of the leak as well as to pin-point it. "Pinpointing" of the leak, as well as locating leaks other methods fail to reveal, is also done with the FCS correlation equipment mentioned above. These electronic instruments are microprocessor units measures the time it takes the sound of the leak to travel from the leak to the point where the leak correlator is connected to the water line. By connecting the leak correlator to the water line at two locations we receive data describing the distance from the leak to each connection point thus enabling us to determine the exact leak location.

The **Water Distribution Leak Survey** includes M.E. Simpson Co., Inc. furnishing all labor, material, transportation, tools, and equipment necessary to survey the water system. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. These personnel are required to have a minimum of three years field experience in leak location and pinpointing. There will be a minimum of two persons per team working on the survey at all times.

## PROJECT OVERVIEW

### **SURVEY**

- ◆ For non-PVC pipes, survey will be completed by listening on all fire hydrants, all accessible main line valves, and when necessary, services in the designated areas of the leak survey with the chosen electronic listening device. (The location and description of all listening points not accessible will be given to the *Utility* and once corrected they will be listened to as well.)
- ◆ For PVC pipes survey will be completed by listening on all fire hydrants and accessible valves and services.
- ◆ No two listening points (i.e.: hydrants, valves, services, etc.) should be more than 500' feet apart for non-PVC pipes or 150' for PVC pipes.
- ◆ When leak noise has been detected and / or suspected, M.E. Simpson Co., Inc. will use an electronic leak correlator to determine if a leak is present and use the same equipment to pinpoint the leak.

### **REPORTS**

M.E. Simpson Co., Inc. shall supply a written report on all leaks with their location and estimated water loss to the *Utility*. Included with the written reports will be a descriptive map of each leak location. M.E. Simpson Co., Inc. shall also supply a written report on all mechanical deficiencies discovered during the leak survey, i.e.: broken valves, hydrants, and services.

## ASSUMPTIONS AND SERVICES PROVIDED BY THE UTILITY

- ◆ The *Utility* will furnish all maps, atlases (two copies), and records necessary to properly conduct the survey.
- ◆ The *Utility* will assist as necessary in cleaning out services and valve boxes needed for listening.
- ◆ The *Utility* will make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the system.

## EQUIPMENT USED

- ◆ FCS AC Digital, FCS DigiCALL Correlating System Leak Correlator, or Vivax-Metrotech HL6000
- ◆ FCS S-30 or FCS L-MIC electronically enhanced listening device
- ◆ RADIO DETECTION LINE LOCATORS
- ◆ SCHONSTEDT or CHICAGO TAPE magnetic locator

## SAFETY

**Safety** is a major part of this project; the *Utility* requires a safe work environment for its employees, technical service providers and the general public. The technical service provider is required to provide a safe work environment at all times during this project. The technical service provider will provide personnel trained in **Confined Space Entry & Self-Rescue, Work Place First Aid, CPR and Traffic Control**. While in the field on this project, the technical service provider and its employees will follow all of the necessary safety procedures to protect themselves, the *Utility* staff and general public. **A minimum of Two-Person Teams will be used at all times for Safety and Quality Assurance.**

**Therefore, the technical service provider will adhere to the following:**

- Any water meter and/or valve locations located in a "*confined space*" such as pit or vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry** as is designated by the *Utility, The Department of Labor and OSHA*. Project personnel will be **trained** (certified where applicable) in Confined Space Entry & Self-Rescue.
- Proper PPE (personal protection equipment) shall be worn at all times. A class III reflective safety vest will be worn for all work. Class II will not be accepted.
- The Project Team will follow all **traffic safety rules**, as is designated by the *Utility, The Department of Labor, OSHA and the State Department of Transportation*. Project personnel will be **trained** (certified where applicable) by an organization such as the *AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)*, in Traffic Control and Safety (MUTCD Standards).
- The Project Team will follow all procedures regarding **Work Place First Aid & CPR**, as is designated by the *Utility, The Department of Labor and OSHA*. Project personnel will be **trained** (certified where applicable) in First Aid & CPR.
- The Project Manager and the Project Leader will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an **OSHA 10 Hour or 30 Hour Card**.

## QUALIFICATIONS / PERSONNEL

### PRIMARY LINES OF BUSINESS

M.E. Simpson Co., Inc. is a Technical Service Company performing services designed to aid a Utility in improving accountability, increasing revenues, heightening your distribution system performance and optimizing your distribution system data, records and mapping programs. As a part of our services we also manufacture the Polcon<sup>®</sup> flow and pressure monitoring equipment. Our wastewater services provide improvement to collection systems through flow monitoring, smoke testing, and manhole inspections

### LENGTH OF SERVICE

In 1979, M.E. Simpson Co., Inc. was formed to provide "Technical Services" to Municipal and Private Water Utilities. M.E. Simpson Co., Inc. was founded by Marvin E. Simpson who had spent the twenty four years prior to 1979 working within the water works industry for a few major manufacturers of piping, valves, and water meters. The company began operations in Rochester, Indiana and moved the corporate headquarters to Valparaiso, Indiana in 1988. In 1989, the Indiana Section of AWWA honored Marvin with the "Water Wheel Award" for his outstanding service to the water profession. In 1995, Marvin was honored as a life Member of the American Water Works Association.

### M.E. SIMPSON CO, INC. EMPLOYEE QUALIFICATIONS

***Michael D. Simpson, CEO***, has been with the company since February 1983 after completing two years at Purdue University studying Industrial Technology. Michael developed many of the techniques used today by M.E. Simpson Co., Inc. for performing water distribution system evaluations. Michael has completed classes and given lectures on hydraulics specifically related to the Polcon<sup>®</sup> Flow Testing equipment and performed flow testing from 1986 through 1998. He has been personally responsible for over 100 water distribution evaluation programs. In addition, Michael is experienced in sewer flow monitoring using ISCO equipment, experienced in sewer smoke testing, and manhole inspections. Michael has maintained an active role in several local and state water works organizations. Michael has held offices on various Boards of Directors, as well as served on various committees. At this time, Michael is Chair - "***Water for People***" committee for the Illinois Section of AWWA; Chair - MAC committee for the Indiana Section of AWWA; and is a member of the National AWWA "***Water Loss Control Committee***", and a member of the Water Environment Federation (WEF). As a part of his involvement in different organizations Michael continues to teach Water Loss Reduction and Water Distribution System Improvement classes. He is a multi-section member of the AWWA and a member of Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin Rural Water organizations. Michael was awarded the "***Water Wheel Award***" by the Indiana Section for his outstanding contributions to the water profession and the Water-for-People's "***Kenneth J. Miller Founders Award***" for his commitment to their efforts.

***Dan E. Hood, President***, has been with the company since October 1985. Dan is a graduate of Purdue University with a B.S. in Industrial Technology. Dan has implemented certain computer programs which have greatly improved the water distribution systems evaluations. Having attended classes on hydraulics specifically related to our Polcon<sup>®</sup> Flow Testing equipment, Dan has ten years of experience performing flow tests. Dan is experienced in sewer flow monitoring using ISCO equipment, experienced in sewer smoke testing, and manhole inspections. Dan has extensive experience in meter evaluation, maintenance and installation. After completing numerous schools and lectures related to the operation and maintenance of water meters he has taught these techniques to employees. Dan was instrumental in pioneering the development of our valve assessment programs and the early development of our Polcon Pro-Valve<sup>®</sup> software and has trained all of our personnel in this area. Dan has taught Water Loss Reduction and Water Distribution System Improvement classes for the Indiana Section of AWWA and the Indiana Department of Environmental Management. Dan has published articles in News Leaks, Indiana Section of AWWA newsletter; Splash, Illinois Section of AWWA newsletter, and American Backflow Prevention Association newsletter. Dan is a multi-section member of AWWA and a member of Indiana and Wisconsin Rural Water organizations, as well as the Water Environment Federation (WEF). He is the Past Chair (2007) for the Indiana Section of AWWA. He is also a member of the National AWWA "***Meter Standards***" Committee and the "***Section Management***" Committee. Dan received the Indiana Section's "***Water Wheel Award***" for his outstanding service to the water profession and the Water-for-People's "***Kenneth J. Miller Founders Award***" for his commitment to their efforts.

**John H. Van Arsdel, Vice President**, has been with the company since May 1989. He is a graduate of Valparaiso University with a B.A. in Geography with an emphasis in locational evaluation and research design. He has completed Water Operators classes and seminars on Water Filtration and Distribution; Vulnerability Assessment Class for the Sandia Labs RAM-W method and the RAM-W “modified” for small to medium systems (*licensed to use the Sandia Labs RAM-W Method, and licensed to teach the RAM-W “modified” for small to medium water systems*); Operation and Maintenance of Water Meters, and Flow Testing. John has extensive experience in the use of state of the art leak detection equipment and meter evaluation and maintenance. His expert knowledge includes the use of the Polcon<sup>®</sup> Flow Testing method in flow testing; valve location, exercising and mapping programs and fire hydrant and main capacity flow testing programs. John is experienced in sewer flow monitoring and evaluation using ISCO equipment, experienced in sewer smoke testing, and manhole inspections and inventory. John helped develop our Unidirectional Main Flushing Program. He is responsible for the analysis, evaluation, and CAD updating of Water Distribution, Sanitary, and Storm Atlases using GPS locating. He has lectured to several local and state Water Works Organizations on Water Loss Reduction and Flow Testing and served on the North Suburban Water Works Association Board of Directors. John has published articles in News Leaks, Indiana Section of AWWA newsletter; Splash, Illinois Section of AWWA newsletter. He has present papers at national AWWA conferences. John is a multi-section member of the AWWA and a member of Illinois and Wisconsin Rural Water organizations. He currently serves as Chair -Elect of the Illinois Section AWWA, and is the current Chair of the National AWWA “*Water Loss*” Committee.

**Jeffrey A. Morris, Vice President**, has been with the company since March 1996. He previously worked in the plumbing/pipe fitting and construction industry for 12 years. Jeff is a graduate of Lawrence County Vocational/Technical School where he studied Industrial Electricity. Jeff has attended numerous schools, classes and lectures related to the operation, maintenance and installation of water meters and completed classes in plumbing. Jeff has extensive experience in operation, maintenance and installation of water meters; valve location, exercising and mapping; fire hydrant and main capacity flow testing; and use of state of the art leak detection equipment. He is also experienced in the use of all of our Polcon<sup>®</sup> Flow Testing equipment. He has operated and supervised numerous wastewater flow monitoring, smoke testing and mapping projects. He also has knowledge and training in the use of ISCO equipment and its deployment. Jeff is a member of the Indiana and Ohio Sections of AWWA. As a member of the Indiana Section of AWWA, he serves as Chair - Competition Committee and Small Systems Committee. He is a member of Indiana and Ohio Rural Water organizations as well as the Water Environment Federation (WEF), and serves as Chair - Associate Member Events & Exhibits Committee of Indiana Rural Water Association. Jeff received the Indiana Section’s “*Water Wheel Award*” for his outstanding service to the water profession. Jeff is also currently the Chair for the National AWWA Meter Madness Committee.

**Matthew S. Brown, Regional Manager-Valparaiso**, has been with the company since May 1990. He previously worked in the farming industry. Matt has completed classes and attended lectures related to the operation and maintenance of water meters and backflow testing. He has extensive experience in all aspects of evaluation and maintenance of water meters, valve location, and exercising and mapping programs. Matt is also experienced in the use of state of the art leak detection equipment and the operation of our Polcon<sup>®</sup> Flow Testing equipment. Matt is a member of the Indiana and Michigan Sections of AWWA as well as the Indiana and Michigan Rural Water organizations.

**Randahl Lusk, Regional Manager-Dyer**, has been with the company since November 2000. He previously worked in retail business. Randy has attended classes and lectures on the operation and maintenance of water meters. Randy has experience in valve location, exercising and mapping, and the use of state of the art leak detection equipment. He is experienced in the operation and maintenance of water meters, fire hydrant, main capacity flow testing, and the operation of our Polcon<sup>®</sup> Flow Testing equipment. Randy is the Past President of the South Suburban Water Works Association, member of the Indiana and Illinois Sections of AWWA, and member of the “Tops Ops” and “Young Professionals” Committees in Illinois.

**Todd Schaefer, Regional Manager-Waukegan,** has been with the company since July of 1999 after completing three years at Purdue University in the Krannert School of Management. He previously worked in production quality control and also worked in the automotive industry. Todd has completed classes and attended lectures on the operation and maintenance of water meters and backflow testing. Todd's expert knowledge in valve location, exercising and mapping, and the use of the state of the art leak detection equipment. He is experienced in the operation and maintenance of water meters, fire hydrant and main capacity flow testing, unidirectional water main flushing, sewer smoke testing, and the operation of our Polcon® Flow Testing equipment. He has also lectured several state and local water works organizations. Todd is a member of the North Suburban Water Works Association Board of Directors (2011-2013) Mid Central Water Works Association, Kane County Water Association, West Shore Water Producers Association, APWA-Lake Branch Chapter and the Wisconsin and Illinois Sections of AWWA, Society of Water Professionals (WRWA), and MAC in Illinois and Wisconsin.

**Scott McElroy, Regional Manager - Phoenix,** has been with the company since August 1997. He completed one year at Purdue University in Business Management. Scott previously worked in the construction industry and retail business. He has completed classes and attended lectures on the operation and maintenance of water meters. Scott is experienced in the operation and maintenance of water meters, valve location, exercising and mapping, use of the state of the art leak detection equipment, and the operation of our Polcon® Flow Testing equipment. He has supervised wastewater manhole inspection, inventory, and mapping projects. Scott currently serves on the Safety Committee for the AZ Water Association.

**Alex Hood, Operations and Production Manager,** has been with the company since October of 1998. Alex spent seven years in the United States Marine Corps Reserve and is a graduate of Purdue University with a Bachelor of Science in Organizational Leadership and Supervision. He has experience in valve location, exercising and mapping, and the use of the state of the art leak detection equipment. Alex also has experience in the operation and maintenance of water meters, fire hydrant and main capacity flow testing, and the operation of our Polcon® Flow Testing equipment. Alex has attended classes and lectures on the operation and maintenance of water meters. He has operated and supervised wastewater flow monitoring, manhole inspection, smoke testing and mapping projects. He is an authorized trainer for: OSHA 10/30 hr. for General Industry; Instructor for American Red Cross certified First Aid and CPR with AED; Flagging Instructor, Traffic Control Technician, and Traffic Control Supervisor for the American Traffic Safety Services Association (ATSSA). He is certified as a Traffic Control Supervisor, Traffic Control Technician, holds a General Industry & Construction Industry OSHA 10hr Card, OSHA 30hr Card, and First Aid and CPR. Alex is a member of the American Traffic and Safety Services Association (ATSSA), the American Society of Safety Engineers (ASSE), the National Safety Council (NSC). Alex is a member of the Indiana Section AWWA and serves on the Safety Committee.

**Jerry Reiling, Field Services Manager,** has been with the company since May 1996. He is a graduate of Purdue University with a B.A. in Physical Education. Jerry previously worked in both the Environmental Services Industries and HVAC for 10 years. He has completed classes and attended lectures on the operation and maintenance of water meters. Jerry is experienced in the operation and maintenance of water meters, valve location, exercising and mapping, use of the state of the art leak detection equipment, and the operation of our Polcon® Flow Testing equipment. He has supervised leak detection, valve exercising, hydrant flow testing, wastewater manhole inspection, inventory, and mapping projects.

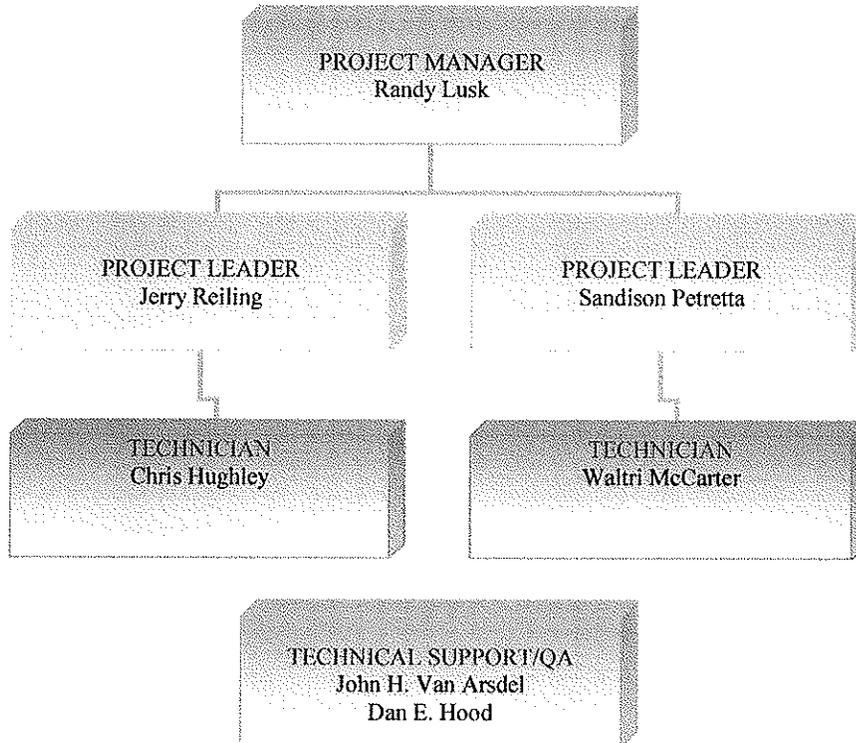
**Glen Lewis, Territory Manager,** Glen joined the M.E. Simpson Co., Inc. team in September of 2010. Glen joins us with many years of sales experience in the Western United states. He completed his Bachelor of Political Science from California State University, Fullerton, Contract and Tort Law from Western State University, College of law and holds a Master of Public Administration degree from California State University, Long Beach. Glen has extensive knowledge in asset management operations and maintenance contracting services, specializing in water distribution systems. Glen holds many professional certifications including Public Speaking, Project Management, Water Rate Case Methods, Utility Rate Certification, and many others.

**Owen Keenan, P.E. – Waukegan.** Owen joined M.E. Simpson Co., Inc. in August of 2010. Owen has numerous years of experience as a Project Engineer with the City of Chicago Water Department and HDR Engineering, Inc. Owen received his Bachelor of Science in Construction from Bradley University in Peoria, Illinois. Owen has extensive knowledge in various water and wastewater projects performed for clients in Illinois and Indiana. Owen also performed various duties as an engineer for the Department of Water Management for the City of Chicago for twenty-nine years. He worked with the Design and Construction Section serving as a Resident Engineer on various projects, including construction of ductile iron grid mains, tunnels and a coffer dam across the Des Plaines River. In the Planning Section, Owen worked on the Hardy Cross computer application of hydraulic network analysis which simulated the City's water distribution system under various conditions. Using the computer model, he originated reports and recommended many grid and feeder main improvements. He also gained invaluable experience working with the Operation Section working with telemetry equipment which transmits pressure and flow information from pumping stations and distribution system locations in order to ensure an adequate supply of water is available for Chicago and suburban customers. Owen is a Registered Professional Engineer (Illinois - #062-049304) and holds a Class "A: Water Supply Operator (Illinois -#6012)" license.

**Aaron Horbovetz, P.E., E.I.T.** Aaron Horbovetz has been with the company since September of 1999. He previously worked in retail and industrial businesses. Aaron has completed his degree in Mechanical Engineering from Purdue University. Aaron has attended numerous classes and lectures related to the operation, maintenance, and installation of water meters, and completed classes in plumbing. Aaron has experience in the following: maintenance and installation of water meters; valve location, exercising and mapping, fire hydrant and main capacity flow testing, and the use of state of the art leak detection equipment; and is also experienced in the use of all of our Polcon<sup>®</sup> Flow Testing equipment.

**PROJECT STAFFING**

The chart below outlines the **Project Team** to be used during the Water Distribution System Leak Survey Program for Village of Glenwood. One of the two Project Leaders listed will lead the **Project Team** in the field. **Two-Man Project Teams will be used at all times during the course of the Project for reasons of Safety and Quality Assurance.**



## QUALIFICATIONS OF STAFF FOR WATER DISTRIBUTION SYSTEM LEAK SURVEY SERVICES

In the following section, you will find information about the M.E. Simpson Co., Inc. personnel who will be acting as Project Manager and Project Leaders for the proposed project. With each Project Manager and Project Leader you will find a history of projects previously staffed by these individuals. For more information about any of these projects or contact information, please call us at (800) 255-1521.

### PROJECT MANAGER

#### *Randy Lusk, Regional Manager-Dyer*

Randy was the Project Manager for the following selected Leak projects.

- ◆ (2012) *Village of Tinley Park*—Tinley Park, IL
- ◆ (2012) *Village of Flossmoor*—Flossmoor, IL
- ◆ (2012) *Village of Mokena*—Mokena, IL
- ◆ (2012) *Village of Glenwood*—Glenwood, IL
- ◆ (2012) *City of Hickory Hills*—Hickory Hills, IL
- ◆ (2012) *City of Markham*—Markham, IL
- ◆ (2012) *City of South Chicago Heights*—South Chicago Heights, IL
- ◆ (2012) *Town of Lowell*—Lowell, IN
- ◆ (2012) *City of Country Club Hills* – Country Club Hills, IL
- ◆ (2012) *Village of Evergreen Park* – Evergreen Park, IL
- ◆ (2007 – 2008, 2011) *Village of Hazel Crest* – Hazel Crest, IL
- ◆ (2008, 2011) *Village of Westmont* – Westmont, IL

### PROJECT LEADERS

#### *Jerry Reiling, Field Services Manager*

Jerry was the Project Leader for the following selected Leak projects.

- ◆ (2012) *Village of Mokena*—Mokena, IL
- ◆ (2012) *Village of Glenwood*—Glenwood, IL
- ◆ (2012) *City of Hickory Hills*—Hickory Hills, IL
- ◆ (2012) *City of Markham*—Markham, IL
- ◆ (2012) *City of South Chicago Heights*—South Chicago Heights, IL
- ◆ (2005, 2011) *City of Countryside Water Department* – Countryside, IL
- ◆ (2008 - 2011) *Village of Mokena* – Mokena, IL.
- ◆ (2011) *Village of Tinley Park* – Tinley Park, IL.
- ◆ (2011) *City of Chicago Heights* – Chicago Heights, IL
- ◆ (2010) *Village of Hickory Hills* – Hickory Hills, IL
- ◆ (2010) *Village of Elwood* – Elwood, IL

#### *Sandison Petretta, Project Leader*

Sandison was the Project Leader for the following selected Leak projects.

- ◆ (2008, 2012) *Village of Flossmoor* – Flossmoor, IL
- ◆ (2009 – 2010, 2012) *Village of Palos Hills* – Palos Hills, IL
- ◆ (2007, 2011) *City of Country Club Hills* – Country Club Hills, IL
- ◆ (2011) *City of Countryside* – Countryside, IL
- ◆ (2010 – 2011) *Village of Downers Grove* – Downers Grove, IL
- ◆ (2007, 2011) *Village of Evergreen Park* – Evergreen Park, IL
- ◆ (2007, 2011) *Village of Henry* – Henry, IL
- ◆ (2009, 2011) *Village of Hickory Hills* – Hickory Hills, IL
- ◆ (2011) *City of Palos Heights* – Palos Heights, IL
- ◆ (2011) *City of Springfield Light and Water* – Springfield, IL

## REFERENCES

### RELATED PROJECT EXPERIENCE

M.E. Simpson Co., Inc. has been in business since 1979. The company continues to perform services for numerous cities across Indiana, Illinois, Michigan, Wisconsin, Ohio, Arizona, Georgia, California, and other regions of the United States. We have listed below a few project examples with references. Please feel free to call any of these gentlemen and ask them about their project and our services.

#### **City of South Bend, IN (2005 - 2011)**

M.E. Simpson Co., Inc. has been working with the City of South Bend, IN for many years. One of the city's more recent projects was a leak survey conducted in 2009 on approximately 2,772,000 feet of water main. This leak survey was successful, finding 108 leaks across the City. Using an estimated production price of \$.36 per thousand gallons, these leaks were costing South Bend in excess of \$197.38 per day or \$72,043.99 annually. M.E. Simpson Co., Inc. has recommended South Bend repeat this survey every two years.

Mr. Bob Krol  
Manager of Operations  
City of South Bend, IN  
(574) 235-5660

#### **City of Joliet, IL (2008-2009, 2010-2011)**

In early 2009, a leak survey was performed on **180 miles** of water main out of an estimated 375 miles of water main in the City of Joliet's distribution system and continued in 2010. This program was based on an RFP issued by the City for the leak survey program. In years past, low bid was used to solicit leak detection vendors. The 2009 program discovered 149 leaks. There were **33** main breaks, **59** service line leaks (7 on the customer side of the shut off valve), **46** hydrant leaks, and **11** valve leaks (packing and bonnet bolts). The majority of these leaks did not surface because the local geology of Joliet is limestone. The estimate of the annualized water losses in dollars was **\$918,354** based on the average costs of pumpage and water treatment (wholesale costs) for this 180 mile survey. GPS coordinates were taken for each leak location as a part of this contract. The City has since extended the contract for the remainder of the system with a renewal of the contract for the next year.

Mr. James Eggen, P.E.  
Director of Utilities  
921 East Washington Street  
Joliet, Illinois 60433  
(815) 724-4222  
[jeggen@jolietcity.org](mailto:jeggen@jolietcity.org)

#### **City of West Bend, Wisconsin (1997, 1999, 2001, 2003, 2005, 2007, 2009, 2011, 2013)**

M.E. Simpson Co., Inc. has been conducting a Leak Survey on the **125 mile distribution system** every other year as a way for the West Bend Water Utility to reduce water losses occurring in the distribution system. The Utility owns Leak detection equipment; however, the staff of M.E. Simpson Co., Inc. performs leak detection work daily and has a greater understanding of the parameters of detection and locating leaks. The leak surveys have found numerous leaks on this system since the start of the leak detection program; however, because of the vigilance of the program, these water losses have subsided to a point of regular distribution system preventative maintenance.

Mr. John Hemauer  
Water Utility Superintendent  
251 Municipal Drive  
West Bend, Wisconsin 53095  
262-335-5040  
[wbwu@ci.west-bend.wi.us](mailto:wbwu@ci.west-bend.wi.us)

### **ADDITIONAL REFERENCES**

Dan Lueder  
Development Services GM  
Cottonwood, AZ  
(928) 634-8033

Gale Gerber  
Water Superintendent  
Nappanee, IN  
(574) 773-4623

Steve Gerdes  
Director of Water  
Normal, IL  
(309) 454-9564

Scott Ham  
Manager  
Silver Creek Water Corp.  
(812) 246-2889

Jeff Musinski  
Superintendent of Utilities  
Arlington Heights, IL  
847-368-5806

John Crooks  
Water Superintendent  
Shakopee, MN  
(952) 445-1988

### **AREA TO BE SURVEYED**

The total area to be surveyed for the *Utility* is approximately **40 miles** of main line pipe. The area to be surveyed may vary from the estimated number above. Any additional pipe to be surveyed shall be charged a per mile price.

### **PROPOSED SCHEDULE**

**Project Start Date:** To be Determined

**Hold Kick-off meeting:** TBD, to cover goals and objectives of Project.

**Fieldwork to be completed and documented:** 4 - 5 days depending area to be surveyed.

**Leak Location Reports:** Twenty (20) working days after fieldwork is completed for the Leak Survey project.

## PROPOSAL FEE

M.E. Simpson Co., Inc. is pleased to offer the Village of Glenwood our proposal for a Water Distribution System Leak Survey Program. The leak survey program will be conducted on approximately 40 miles of pipe in the Utility's water distribution system. The survey will be completed by listening on the main line valves, fire hydrants and necessary services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

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A Water Distribution System Leak Survey on 40 miles of water main for a lump sum fee:

SIX THOUSAND DOLLARS ----- (\$6,400.00)

\*\*Any water main surveyed in addition to the above 40 original miles of pipe will be surveyed at the rate of \$160.00 per mile of AC and Iron Pipe.

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All procedures will be followed according to the above project scope. The data gathered will be compiled and a report of all leaks found will be submitted to your Utility as the survey takes place.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Survey services. Please call us if you wish to discuss our services in more detail.

Sincerely Yours,



Randy Lusk  
Regional Manager -- Dyer  
RL/jph