

BOARD OF TRUSTEES MEETING
TUESDAY, OCTOBER 15, 2013
7:30 P.M.
AGENDA NO. 2013-10-03

CALL TO ORDER BY *Mayor Durkin*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Ernestine Dobbins*

PRESENTATION OF MINUTES OF BOARD MEETING OCTOBER 1, 2013
PRESENTATION OF MINUTES OF SPECIAL BOARD MEETING OCTOBER 8, 2013

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of \$211,272.38, Sewer & Water Fund \$177,326.41, IEPA Loan Account \$9,425.00, 2010 Project Fund BAB \$25,716.25, TIF Industrial Park \$6,156.25, TIF Main Street \$6,232.50, TIF Holbrook Road \$341.25, Glenwoodie Golf Course \$42,173.00, Youth Sports Program \$400.00.
Total \$479,043.03.
2. Payroll as of the date October 4, 2013, Glenwoodie in the amount of \$29,911.80 and Corporate in the amount of \$160,823.99
3. Financial Report

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

COMMUNICATIONS

MAYOR'S OFFICE:

Mountain Park and Driving Range Sporting Field (Discussion)

ATTORNEY'S REPORT *John Donahue*

1. Approval of Redevelopment Agreement between the Village of Glenwood and Glenwood Oaks
2. Approval of a Redevelopment Agreement between the Village of Glenwood and Landauer, Inc.
3. Landauer, Inc.

VILLAGE ADMINISTRATOR *Donna Gayden*

Approval of Request for Executive Closed Session under Section 2(c)(1) Personnel and Section 2(c)(5) Real Estate Acquisition 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*
Report

C. Fire *Chief Kevin Welsh*
Report

D. Public Works *Patrick McAneney*
1. Hickory Glen Park Update
2. Report

E. Building *Chief Kevin Welsh*
Report

F. Glenwoodie *Eric Swanson/Tim Donohoe*
Report

G. Senior Programs/Park Programs
Report

JoAnne Alexander

NEW BUSINESS

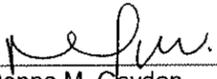
OLD BUSINESS

Approval of an Intergovernmental Agreement with Brookwood School District 167

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,



Donna M. Gayden
Village Administrator

Posted and distributed 10/11/13

MINUTES OF THE REGULAR BOARD MEETING
OF THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF
GLENWOOD, COOK COUNTY, ILLINOIS
HELD AT THE MUNICIPAL BUILDING ON TUESDAY, OCTOBER 1, 2013

The October 1, 2013 Regular Board Meeting was called to order at 7:26 PM by Mayor Kerry Durkin who led the audience in the Pledge of Allegiance.

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

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

PRESENTATION OF MINUTES: Motion to approve the September 17, 2013 Regular Board Meeting Minutes.

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

TREASURER'S REPORT: Motion to approve the Bills Payable as presented by Treasurer Toleda Hart.

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

Corporate: \$224,667.70; Motor Fuel Tax Fund: \$39,839.54; Sewer & Water Fund: \$571,690.43; 2010 Project Fund BAB: \$3,023.18; CDBG Fund: \$510.69; Glenwoodie Golf Course: \$27,433.41.

Total All Funds: \$867,164.95

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

Discussion: Village Attorney explained that a "Recues" is not on one item but on the entire Motion.

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

Ayes: Campbell, Nielsen, Plott, Styles

Naes: 0

Recues: Trustee Gardiner

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

PAYROLL:

Motion to approve Payroll as of September 20, 2013 as presented by Toleda Hart, Village Treasurer. Glenwoodie Golf Course in the amount of \$28,102.52; Corporate in the amount of: \$129,500.23

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

OPEN TO PUBLIC:

No one approached the Board regarding items on the agenda.

**COMMUNICATIONS
MAYOR'S OFFICE:**

1) Approval to direct the Village Attorney to prepare a Redevelopment Agreement for Landauer.

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

Discussion: Lyda Hagen, Global Tax Director for Landauer gave a brief summary and asked the Board if there were any questions or concerns.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

2) Approval to direct the Village Attorney to prepare a Redevelopment Agreement for Glenwood Oaks Restaurant.

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

3) Approval of Appointment of Angela Dixon as Chair of the Economic Development Committee.

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

4) Approval of Appointment of JoAnne Alexander as liaison Representative on Economic Development Committee.

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

Discussion: The Mayor stated that JoAnne Alexander would be replacing Trustee Gardiner on the Economic Development Committee.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

ATTORNEY'S REPORT:

1) Approval of a Resolution approving a Cell Tower Construction Option and Lease Agreement with new Cingular Wireless PCS, LLC.

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

2) Approval of a Resolution approving: (1) an Assignment of Loan Documents between RBS Citizens, N.A. and the Village of Glenwood; (2) a Real Estate Sale Contract to sell property and accept a deed in lieu of debt; (3) the Village's closing upon and taking title to said loan documents and property; and (4) the use of the Village's existing line of credit to fund the Village's acquisition of the loan documents, its purchase of the subject property, and any transaction expenses.

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

3) Approval of a Resolution approving (1) a Contract for the purchase of the Real Estate Sale known as 473 Glenwoodie Drive (PIN: 32-10-105-013-0000) and (2) the Village's closing upon and taking title to said property.

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

VILLAGE ADMINISTRATOR: 1) Motion TO TABLE Approval of Travel and Business related Expenses.

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

Discussion: Discussion was held during COW meeting which was took place prior to the Regular Board Meeting.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

2) Motion TO TABLE Approval of Purchasing Policy.

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

Discussion: Discussion was held during the COW meeting which took place prior to the Regular Board Meeting.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

3) Approval to hire Mike Lucia as Full-time Firefighter.

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

ENGINEER'S REPORT:

No Report

FINANCE:

Finance Director, Linda Brunette explained that letters are being sent to all residents regarding an energy company based in Texas (Clearview Energy) which has solicited door-to-door allegedly informing residents that they are the Village's aggregation program supplier and enrolling residents at the rate of 8.9 cents per kWh; residents are being urged to file complaints with the Illinois Commerce Commission if they were a victim.

POLICE:

1) **Approval to purchase a Police vehicle at a cost not to exceed 40,000.00.**

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

Discussion: Chief Cook stated the initial vehicle that was to be purchased was sold; the vehicle desired is a SUV; questions were asked by Trustees Plott, Campbell and Gardiner; Trustee Gardiner asked what plan is in place for the replacement of police vehicles.

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

Ayes: Campbell, Plott, Styles, Mayor Durkin

Naes: Gardiner, Nielsen

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

2) Chief Cook reported on police activities, seized assets and Federal Forfeiture Funds.

FIRE:

Chief Welsh announced that the Fire Prevention Pancake Breakfast will Be held Sunday, October 20th.

PUBLIC WORKS:

Hickory Glen Park Update was given by the Public Works Director, Patrick McAneney; he stated that progress is now being made; there are weekly meetings with the firm; the Village Administrator announced that the fields will not be ready for Spring/Summer sports; the Public Works Director stated that the seeds will not be strong enough to have sports; it was reported that removal of the Ash Trees continues.

BUILDING:

Chief Welsh provided updates on Annie Lee Property and the Paintball Building and property demolition of 105 Willow Lane.

GLENWOODIE:

1) **Approval to purchase server and monitor at a cost not to exceed \$13,600.00.**

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

Discussion: Chief Cook explained the use and function of the server and the monitor; the Mayor stated that the agenda states camera but it is the server.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

2) **Approval to purchase Oak and Cypress Trees at an amount not to Exceed \$60,000.00.**

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

SENIOR/PARK PROGRAMS: JoAnne Alexander provided an update on the calendar of upcoming events and activities at the Senior Center and announced that the Youth sports banquet and golf outing will be held Friday, October 4th and Saturday, October 5th.

NEW BUSINESS: **Approval of Service Contract with Heritage Technology Solutions (HTS) for monitoring and maintenance in an amount not to exceed \$28,000.00.**

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

Discussion: Finance Director Brunette explained that there are many technology problems and issues; these funds will be coming from the Sewer & Water Fund as a loan.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

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

Motion "dies" for lack of a Motion

OPEN TO PUBLIC: 1) Lyda Hagen (2 Science Road) approached the Board as a representative from Landauer to answer any questions regarding the Redevelopment Agreement.

2) Angela Dixon (234 Pleasant Drive) approached the Board to give comments on her appointment as Chair of the Economic Development Committee.

MOTION TO ADJOURN: **Motion to adjourn the October 1, 2013 Regular Board Meeting.**

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

Discussion: No discussion.

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

Ayes: Campbell, Gardiner, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Hopkins

Abstain: 0

Motion Approved: Yes

ADJOURNMENT: The October 1, 2013 Regular Board Meeting adjourned at 8:15 PM.

Ernestine T. Dobbins, Village Clerk

MINUTES OF THE SPECIAL BOARD MEETING
OF THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF
GLENWOOD, COOK COUNTY, ILLINOIS
HELD AT THE MUNICIPAL BUILDING ON TUESDAY, OCTOBER 8, 2013

The October 8, 2013 Special Board Meeting was called to order at 7:00 PM by Mayor Kerry Durkin who led the audience in the Pledge of Allegiance.

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

VILLAGE ADMINISTRATOR: **Approval of an Intergovernmental Agreement with Brookwood School District 167.**

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

Discussion: Trustee Plott asked about the Administration Fee; the Village Administrator stated that this Fee must be included; the Mayor, Trustees Gardiner and Hopkins asked questions and made comments; Trustee Plott asked who would be in charge of disciplinary action; Chief Cook that the School Board and the Superintendent is over the hiring and the firing; Trustee Gardiner stated that he is confused by the hiring process; School Board member Carl Smith explained the importance and purpose of the Crossing Guards; it was stated that this is a one-year Agreement and the School District will eventually take over the Crossing Guards.

Upon completion of Discussion, no Roll Call for Vote was taken even though the Motion was still on the floor.

The Mayor called for a Motion TO TABLE the Intergovernmental Agreement with Brookwood School District 167.

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

Discussion: No discussion.

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

Ayes: Gardiner, Plott, Styles

Naes: Hopkins, Nielsen

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved:

MOTION TO ADJOURN: **Motion to adjourn the October 8, 2013 Special Board Meeting.**

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

Discussion: No discussion.

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

Ayes: Gardiner, Hopkins, Nielsen, Plott, Styles

Naes: 0

Recues: 0

Absent: Trustee Campbell

Abstain: 0

Motion Approved: Yes

AJDOURNMENT:

The October 8, 2013 Special Board Meeting adjourned at 7:25 PM.

Ernestine Dobbins, Village Clerk

ACS FINANCIAL
10/10/2013 10:13:04 Schedule of Bills (Fund/Dept)

VILLAGE OF GLENWOOD
GL050S-V07.20 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 101513 COMMENT... BOARD MEETING 10/15/2013

DATA-JE-ID DATA COMMENT

D-10152013-605 BOARD MEETING 10/15/2013
M-10152013-635 BOARD MEETING 10/15/2013

Run Instructions:

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
BALANCE SHEET	.....				
FIDELITY SECURITY LIFE OCTOBER 2013	296.88	VOLUNTARY EMPLOYEE DED P	01.000.2119	6235779		605 00038
INCHARD LLC REF 426 LONGWOOD	2,500.00	BUILDING REPAIR ESCROW	01.000.2132	09/25/13		605 00082
INCHARD LLC REF 448 KENNETH CT	2,500.00	BUILDING REPAIR ESCROW	01.000.2132	09/25/13		605 00083
MR. JAMES COLEMAN REF 702 GLENWOOD DYER RD	500.00	BUILDING REPAIR ESCROW	01.000.2132	10/01/13		605 00003
MR. JAMES GAMBOA REF 522 KENNETH CT	250.00	BUILDING REPAIR ESCROW	01.000.2132	10/01/13		605 00205
TIRELL LLC REF 104 S SPRUCE LANE	1,500.00	BUILDING REPAIR ESCROW	01.000.2132	09/25/13		605 00095
	7,546.88	.....			

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	*****					
LICENSES & PERMITS	.....				
GINA M. PIERDZIOCH, CSR HEARING 09/07/13	300.00	ZONING BOARD/HEARING APP	01.082.8209	10/01/13		605 00053
VAN BRUGGEN SIGNS, INC. REFUND CONTRACTORS LIC	50.00	BUSINESS LICENSES	01.082.8220	09/27/13		605 00065
	350.00	.....			

ACS FINANCIAL
10/10/2013 10:13:04

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	.....				
ILLINOIS DEPARTMENT OF RETURN UNUSED FUND/GRAN	1,020.25	GRANTS	01.089.8950	10/09/13		605 00258
	1,020.25	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....				
AM AUDIT						
UTILITY AUDIT	542.64	UTILITY CONSULTING	01.100.9178	1042		605 00002
UTILITY AUDIT	7.88	UTILITY CONSULTING	01.100.9178	1053		605 00001
	550.52	*VENDOR TOTAL				
AT & T						
MONTHLY BILLING	86.58	TELEPHONE	01.100.9120	10032013		605 00218
CHICAGO LASER & COMPUTER						
OFFICE SUPPLIES	100.00	OFFICE SUPPLIES	01.100.9111	00127047		605 00204
DEMLIN ENTERPRISES DBA						
LETTERHEAD & ENVELOPES	418.28	OFFICE SUPPLIES	01.100.9111	13262		605 00005
ENVELOPES	222.00	OFFICE SUPPLIES	01.100.9111	13263		605 00006
	640.28	*VENDOR TOTAL				
DIVERSITY INC						
18TH ANNUAL DINNER	210.00	TRAVEL LODGING MEALS - M	01.100.9182	2013-0006		605 00007
DONNA M GAYDEN						
REIMBURSE CELL SEPT 2013	75.00	TELEPHONE	01.100.9120	10/08/13		605 00263
E-COMM						
NOV DEC 13 & JAN 14	47,774.68	E-COMM ANNUAL EXPENSE	01.100.9155	351		605 00103
GOVERNMENTCOMM.CO.						
WIRELESS PROJECT	25,000.00	WIFI CONNECTION/SIGN EXP	01.100.9356	10/07/13		605 00276
HOMWOOD FLORIST						
IRWIN	61.55	DONATIONS/MEMORIALS	01.100.9187	10/04/13		605 00241
MCGLADREY & PULLEN, LLP						
AUDIT 2013	15,000.00	AUDITING	01.100.9152	M-4182112-541		605 00266
OFFICE MAX INCORPORATED						
OFFICE SUPPLIES	19.99	OFFICE SUPPLIES	01.100.9111	467035		605 00270
OFFICE SUPPLIES	77.94	OFFICE SUPPLIES	01.100.9111	472435		605 00208
	97.93	*VENDOR TOTAL				
P.F. PETTIBONE & CO.						
OFFICE SUPPLIES	46.60	OFFICE SUPPLIES	01.100.9111	28727		605 00209
PITNEY BOWES						
SUPPLIES	65.59	POSTAGE	01.100.9114	310172		605 00210

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
ADMINISTRATION	.....				
PITNEY BOWES PURCHASE PO POSTAGE	1,423.24	POSTAGE	01.100.9114	09/22/13		605 00113
PROVEN BUSINESS SYSTEMS TOSHIBA SHIPPING FEE	1,556.87 10.00 1,566.87	COPIER SUPPLIES AND MAIN OFFICE SUPPLIES *VENDOR TOTAL	01.100.9113 01.100.9111	0163473 162807		605 00089 605 00056
ROBINSON ENGINEERING, LTD MENARDS 187TH & HALSTED HAZARD MITIGATION APPLIC ITEP APPLICATION	1,072.50 3,420.00 6,266.25 10,758.75	ENGINEER SERVICES ENGINEER SERVICES ENGINEER SERVICES *VENDOR TOTAL	01.100.9685 01.100.9685 01.100.9685	13090168 13090238 1309037		605 00090 605 00129 605 00128
ROSENTHAL, MURPHEY LEGAL SERVICES	13,183.07	LEGAL SERVICES	01.100.9151	09/26/13		605 00225
SOUTH SUB MAYORS & ANNUAL MEMBERSHIP DUES DINNER MTG ASSESMENT	4,087.00 400.00 4,487.00	DUES SUBSCRIPT. MEMBERSH TRAVEL LODGING MEALS - M *VENDOR TOTAL	01.100.9140 01.100.9182	2014-0103 2014-0103		605 00028 605 00029
THE GALLERY COLLECTION CHRISTMAS CARDS 2013 CHRISTMAS CARDS 2013	187.18 114.04 301.22	OFFICE SUPPLIES OFFICE SUPPLIES *VENDOR TOTAL	01.100.9111 01.100.9111	13AD0724 13AD0725		605 00126 605 00127
TOSHIBA FINANCIAL SERVIC TOSHIBA MJ1106	488.53	PURCHASE OF COPY MACHINE	01.100.9606	238092274		605 00215
TWIST OFFICE PRODUCTS OFFICE SUPPLIES	67.77	OFFICE SUPPLIES	01.100.9111	658464-0		605 00062
U.S. BANK EQUIPMENT FINA CANON IFF65 COPIER	308.19	COPIER SUPPLIES AND MAIN	01.100.9113	237669353		605 00064
WALTON OFFICE SUPPLY OFFICE SUPPLIES	193.56	OFFICE SUPPLIES	01.100.9111	277997-0		605 00099
	122,486.93	.....			

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PUBLIC WORKS	.....				
AL WARREN OIL COMPANY, I FUEL	318.56	GAS AND OIL	01.300.9210	10801268		605 00222
ALEXANDER EQUIPMENT CO EQUIPMENT	788.65	PURCHASE-GENERAL TOOLS/E	01.300.9550	96288		605 00032
COM ED						
1924139007	18.54	ENERGY STREET LIGHTING	01.300.9221	09/18/13		605 00072
2049042008	110.34	ENERGY STREET LIGHTING	01.300.9221	09/18/13		605 00075
0612091031	801.51	ENERGY STREET LIGHTING	01.300.9221	10/01/13		605 00102
0603011043	50.25	ENERGY STREET LIGHTING	01.300.9221	10/04/13		605 00259
0283059209	692.13	ENERGY STREET LIGHTING	01.300.9221	10/04/13		605 00260
	1,672.77	*VENDOR TOTAL				
GREEN GLEN NURSERY, INC.						
LANDSCAPE	1,092.00	TREE CONTRACTOR/REPLACEM	01.300.9610	14904		605 00079
LANDSCAPE	1,221.50	TREE CONTRACTOR/REPLACEM	01.300.9610	14914		605 00012
LANDSCAPE	1,137.50	TREE CONTRACTOR/REPLACEM	01.300.9610	14928		605 00150
	3,451.00	*VENDOR TOTAL				
HAGEMEYER NORTH AMERICA HORNET & WASP SPRAY	139.05	MAINT - MUNICIPAL GROUND	01.300.9441	YS-77114-11		605 00043
HAMILTON LANDSCAPING LANDSCAPE REPAIR	4,255.00	MAINT - MUNICIPAL GROUND	01.300.9441	24997		605 00081
LEEP'S SUPPLY CO., INC						
PARTS	47.98	REPAIR/MAINT MUNICIPAL B	01.300.9430	S2528959.001		605 00017
PARTS	6.67	REPAIR/MAINT MUNICIPAL B	01.300.9430	S2535979.001		605 00016
	54.65	*VENDOR TOTAL				
MENARDS						
HOSE	44.97	REPAIR/MAINT MUNICIPAL B	01.300.9430	22658		605 00152
SUPPLIES	11.23	REPAIR/MAINT MUNICIPAL B	01.300.9430	26908		605 00086
EQUIPMENT	18.07	MISCELLANEOUS	01.300.9891	27009		605 00046
	74.27	*VENDOR TOTAL				
MERTS HVAC						
ARQUILLA PARK	249.37	HVAC MAINTENANCE	01.300.9614	071137		605 00268
SERVICE VILLAGE HALL	250.00	HVAC MAINTENANCE	01.300.9614	071141		605 00087
	499.37	*VENDOR TOTAL				
MILLERS READY MIX, LLC CONCRETE	345.93	STREETS SIDEWALKS & ROAD	01.300.9460	74090		605 00050

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	.....				
PATRICK MCANENEY CELL PHONE OCTOBER 2013	75.00	TELEPHONE	01.300.9120	10/07/13		605 00238
PCS INDUSTRIES SUPPLIES	72.96	CLEANING SUPPLIES	01.300.9115	E139765		605 00154
SUPPLIES	422.50	CLEANING SUPPLIES	01.300.9115	142069		605 00269
	495.46	*VENDOR TOTAL				
PITNEY BOWES PURCHASE PO POSTAGE	49.18	POSTAGE	01.300.9114	09/22/13		605 00117
ROEDA SIGNS & SCREEN TEC ESTATE/ARQUILLA SIGNS	65.00	SIGNS FOR TRAFFIC CONTRO	01.300.9270	110089		605 00058
STANLEY CONVERGENT SERVICE PW GARAGE	222.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	10613124		605 00094
T & T MAINTENANCE NOVEMBER 2013	2,800.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	24		605 00247
TRAFFIC CONTROL & PROTEC SIGNS	237.60	SIGNS FOR TRAFFIC CONTRO	01.300.9270	78317		605 00030
ULINE LAWN EQUIPMENT EQUIPMENT	77.44	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	09/30/13		605 00159
	15,620.93	.....			

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
PARKS	.....				
COM ED 1044645008	118.11	UTILITIES	01.400.9180	09/18/13		605 00074
ELMER & SONS LOCKSMITHS, KEYS	12.00	REPAIR/MAINT MUNICIPAL B	01.400.9430	302711		605 00008
FOREST VIEW FARMS 2013 FALL FESTIVAL	531.00	HALLOWEEN/HAYRIDE EXPENS	01.400.9284	09/27/13		605 00011
PORTABLE JOHN, INC. ARQUILLA PARK	97.22	MAINT - MUNICIPAL GROUND	01.400.9441	A-188513		605 00054
BROOKWOOD SCHOOL	97.22	MAINT - MUNICIPAL GROUND	01.400.9441	A-188591		605 00055
ARQUILLA PARK	98.95	MAINT - MUNICIPAL GROUND	01.400.9441	A-188941		605 00157
BROOKWOOD SCHOOL	98.95	MAINT - MUNICIPAL GROUND	01.400.9441	A-188954		605 00156
	392.34	*VENDOR TOTAL				
	1,053.45	.....			

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
POLICE	*****					
A PLUS PROFESSIONAL TOWI TOW FEES	90.00	3M OPTICOM LIGHTING	01.500.9505	09/30/2013		605 00144
AL WARREN OIL COMPANY, I FUEL	3,692.20	GAS AND OIL	01.500.9210	10801268		605 00223
AT & T MONTHLY BILLING	115.52	TELEPHONE	01.500.9120	10032013		605 00217
CURRIE MOTORS 2013 FORD EXPLORER	33,561.00	PURCHASE OF VEHICLES	01.500.9684	E1779		605 00261
DE LAGE LANDEN TOSHIBA	295.47	REPAIR & MAINT. COPY MAC	01.500.9412	19525062		605 00077
DEMLIN ENTERPRISES DBA CRASH REPORTS	85.35	OFFICE SUPPLIES	01.500.9111	13259		605 00036
FIRESTONE 2009 FORD CROWN VIC	324.76	REPAIR & MAINTENANCE-VEH	01.500.9420	145579		605 00078
2013 FORD EDGE	19.99	REPAIR & MAINTENANCE-VEH	01.500.9420	145624		605 00009
2011 CHEVY TAHOE	405.10	REPAIR & MAINTENANCE-VEH	01.500.9420	145787		605 00273
	749.85	*VENDOR TOTAL				
INTOXIMETERS SUPPLIES	56.95	REPAIR/MAINT-GEN TOOLS/E	01.500.9425	401815		605 00084
JDM COLLISION AT RIDGEWA 2011 CHEVY TAHOE	2,587.34	REPAIR & MAINTENANCE-VEH	01.500.9420	10/01/13		605 00014
KIESLER'S POLICE SUPPLY, AMMUNITION	3,285.30	RANGE USAGE/AMMUNITION	01.500.9508	0708126B		605 00105
LEROY ELMORE EQUIPMENT	56.95CR	REPAIR/MAINT-GEN TOOLS/E	01.500.9425	401815A		635 00001
LEXISNEXIS RISK DATA MGM SEPTEMBER 2013	50.00	DUES SUBSCRIPT. MEMBERSH	01.500.9140	20130930		605 00272
MICHAEL F. CARROLL SEPTEMBER 2013	437.50	LEGAL SERVICES	01.500.9151	VOG1123		605 00033
PEP BOYS VEHICLE MAIN SUPPLIES	13.00	REPAIR & MAINTENANCE-VEH	01.500.9420	05141006408		605 00088

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	.....				
PEP BOYS PARTS	10.44 23.44	REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.500.9420	05141006439		605 00023
PITNEY BOWES PURCHASE PO POSTAGE	369.18	POSTAGE	01.500.9114	09/22/13		605 00115
RAY & WALLY'S TOWING SEPTEMBER 2013	100.00	TOW FEE EXPENSE	01.500.9509	27132		605 00158
RIVERDALE BODY SHOP 2008 FORD CROWN VIC	427.00	REPAIR & MAINTENANCE-VEH	01.500.9420	57117		605 00057
ROSENTHAL, MURPHEY LEGAL SERVICES	682.50	LEGAL SERVICES	01.500.9151	09/26/13		605 00226
UNIVERSITY OF ILLINOIS TRAINING/WHITE	540.00	PERSONNEL TRAINING	01.500.9181	UPIN6871		605 00274
VAN DRUNEN FORD CO. 2008 FORD CROWN VIC	423.04	REPAIR & MAINTENANCE-VEH	01.500.9420	FOCS71262		605 00066
VILLAGE OF HOMEWOOD NETWORK 3	3,000.00	REPAIR/MAINT COMMUNICATI	01.500.9410	5918		605 00271
	50,514.69				

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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	825.66	GAS AND OIL	01.600.9210	10801268		605 00220
COMPLETE DIESEL CARE INC UNIT #440	646.44	REPAIR & MAINTENANCE-VEH	01.600.9420	2892		605 00004
EMERGENCY REPORTING WELSH/ZABELKA	645.00	COMPUTER-PROGRAMS & EQUI	01.600.9634	2013-2030		605 00037
GLEN'S UNIFORMS BUCKLEY/MCKINNEY	236.69	UNIFORMS	01.600.9200	2461		605 00206
INGALLS MEMORIAL HOSPITA TRAINING	60.00	PERSONNEL TRAINING	01.600.9181	2013-1010		605 00211
LYNWOOD TIRE UNIT #426	25.65	REPAIR & MAINTENANCE-VEH	01.600.9420	074216		605 00207
MENARDS	379.00	MAINTENANCE-STATION #2	01.600.9432	26806		605 00047
STA 2 COMPRESSOR	20.70	MAINTENANCE-STATION #2	01.600.9432	26839		605 00048
STA 2 COMPRESSOR	15.55	MAINTENANCE-STATION #2	01.600.9432	26890		605 00049
SUPPLIES	19.98	MAINTENANCE-STATION #2	01.600.9432	27068		605 00108
STA #2 SUPPLIES	71.66	MAINTENANCE-STATION #2	01.600.9432	27127		605 00110
STA #2 SUPPLIES	60.86	MAINTENANCE-STATION #2	01.600.9432	27168		605 00109
STA #2 SUPPLIES	19.98	MAINTENANCE-STATION #2	01.600.9432	27190		605 00107
STA #2 SUPPLIES	12.54	REPAIR & MAINTENANCE-VEH	01.600.9420	27303		605 00106
SUPPLIES	600.27	*VENDOR TOTAL				
MICHAEL F. CARROLL SEPTEMBER 2013	437.50	LEGAL SERVICES	01.600.9151	VOG1123		605 00034
NICOR GAS	30.81	UTILITIES	01.600.9180	09/25/13		605 00112
0345271000 1	35.15	UTILITIES	01.600.9180	09/27/13		605 00111
5412261000 6	65.96	*VENDOR TOTAL				
NIX NAX ACTIVE WEAR STORMTECH JACKETS	195.00	UNIFORMS	01.600.9200	07/23/13		605 00022
PIONEER OFFICE FORMS, IN BUILDING PERMITS	125.15	PRINTING AND ADVERTISING	01.600.9109	89910		605 00025
ROOFING PERMITS	155.61	PRINTING AND ADVERTISING	01.600.9109	89911		605 00024
	280.76	*VENDOR TOTAL				

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
CORPORATE FUND	*****				
FIRE	.....			
PITNEY BOWES PURCHASE PO POSTAGE	165.26	POSTAGE	01.600.9114	09/22/13	605 00114
ROSENTHAL, MURPHEY LEGAL SERVICES	292.50	LEGAL SERVICES	01.600.9151	09/26/13	605 00227
SAFELITE FULFILLMENT, IN UNIT #440	78.93	REPAIR & MAINTENANCE-VEH	01.600.9420	06010165430	605 00125
SCHILLING SUPPLIES	621.92	MAINTENANCE-STATION #1	01.600.9431	73760	605 00233
SOUTH SUBURBAN COLLEGE TRAINING BANKS	1,006.00	PERSONNEL TRAINING	01.600.9181	09/17/13A	605 00212
TRAINING ZELEK	1,006.00	PERSONNEL TRAINING	01.600.9181	09/17/13B	605 00213
	2,012.00	*VENDOR TOTAL			
THIRD DISTRICT FIRE CHIEF 4TH QUARTER 2013	816.25	MABAS EXPENSE	01.600.9423	2203	605 00214
WALTON OFFICE SUPPLY	68.93	OFFICE SUPPLIES	01.600.9111	277997-0	605 00098
OFFICE SUPPLIES	80.78	OFFICE SUPPLIES	01.600.9111	278005-0	605 00067
OFFICE SUPPLIES	149.71	*VENDOR TOTAL			
	8,155.50			

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
CORPORATE FUND	*****					
SENIOR CENTER FUND	.....				
JOANNE ALEXANDER REIMBS JUNE JULY AUG SEP	300.00	TELEPHONE/INTERNET	01.800.9120	10/02/13		605 00031
NICOR GAS 9961941000 6	823.45	UTILITIES	01.800.9180	09/26/13		605 00019
74 66 15 1000 3	39.07	UTILITIES	01.800.9180	09/26/13		605 00021
	862.52	*VENDOR TOTAL				
	1,162.52				
CORPORATE FUND	207,911.15	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
SEWER & WATER FUND	*****					
BALANCE SHEET	.....				
INCHARD LLC REF 34 ARQUILLA	12.05	WATER ESCROW DEPOSITS	10.000.2130	10/01/13		605 00013
INCHARD LLC REF 448 KENNETH	14.99	WATER ESCROW DEPOSITS	10.000.2130	10/07/13		605 00151
MACK INDUSTRIES REF 15 N ELM	45.82	WATER ESCROW DEPOSITS	10.000.2130	10/02/13		605 00018
MICHAEL HELD REF 510 VIRGINIA	51.03	WATER ESCROW DEPOSITS	10.000.2130	10/01/13		605 00044
	123.89				

Schedule of Bills (Fund/Dept)
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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	.....				
AL WARREN OIL COMPANY, I FUEL	508.13	GAS AND OIL	10.110.9210	10801268		605 00221
ALTERNATIVE ENERGY SOLUT KOMAR PUMP STATION	922.83	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	25668		605 00143
ARRO LABORATORY, INC 5 SAMPLES 09/20/13	66.50	CONTRACT SERVICES	10.110.9020	46199		605 00070
5 SAMPLES 10/04/13	66.50	CONTRACT SERVICES	10.110.9020	46263		605 00130
	133.00	*VENDOR TOTAL				
AT & T MONTHLY BILLING	255.73	TELEPHONE	10.110.9120	10032013		605 00219
BEVERLY CONSTRUCTION REPAIR BUILDING SIGN	250.00	MAINT - MUNICIPAL GROUND	10.110.9441	101/04/13		605 00146
CERTIFIED LABORATORIES CHEMICLAS	2,429.51	CHEMICALS	10.110.9225	1253550		605 00147
CITY OF CHICAGO HEIGHTS AUGUST 2013	95,686.80	WATER PURCHASES/CHGO HTS	10.110.9608	10/02/2013		605 00224
COM ED 9957046006	22.79	UTILITIES	10.110.9180	09/17/13		605 00071
0553143114	94.00	UTILITIES	10.110.9180	09/19/13		605 00073
0831121030	383.30	ENERGY FOR PUMPING	10.110.9223	10/02/13		605 00132
0143096066	40.62	ENERGY FOR PUMPING	10.110.9223	10/02/13		605 00148
	540.71	*VENDOR TOTAL				
COMCAST 8771 40 050 0136801	116.52	COMPUTER-PROGRAMS & EQUI	10.110.9634	09/27/13		605 00101
CONSERV FS EQUIPMENT	135.03	MAINT - MUNICIPAL GROUND	10.110.9441	0358601		605 00149
CONSTELLATION NEW ENERGY 0609127059	976.85	ENERGY FOR PUMPING	10.110.9223	09/20/13		605 00076
FLOW-TECHNICS 187TH ST PUMP STATION	1,592.95	REPAIR/MAINT - SEWER SYS	10.110.9450	INV000003353		605 00010
KOMAR PUMP STATION	1,261.50	REPAIR/MAINT - WATER SYS	10.110.9411	INV000003383		605 00262
	2,854.45	*VENDOR TOTAL				

Schedule of Bills (Fund/Dept)
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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	.....				
G & K SERVICES SEPTEMBER 2013	330.34	PURCHASE-PERSONNEL EQUIP	10.110.9590	09/30/2013		605 00135
HAMILTON LANDSCAPING LANDSCAPE REPAIR	6,985.00	MAINT - MUNICIPAL GROUND	10.110.9441	24945		605 00275
LANDSCAPE REPAIR	8,039.00	MAINT - MUNICIPAL GROUND	10.110.9441	25077		605 00264
LANDSCAPE REPAIR	15,024.00	*VENDOR TOTAL				
HD SUPPLY WATERWORKS LTD EQUIPMENT & PARTS METERS	1,431.75	REPAIR/MAINT - WATER SYS	10.110.9411	B505935		605 00080
	966.86	REPAIR/MAINT - WATER SYS	10.110.9411	B526740		605 00042
	2,398.61	*VENDOR TOTAL				
HERITAGE TECHNOLOGY SOLU UPGRADE VILLAGE NETWORK	15,580.33	COMPUTER-PROGRAMS & EQUI	10.110.9634	10/03/13		605 00104
KATHLEEN FIELD ORR & ASS WATER CONTRACTS	50.00	LEGAL SERVICES	10.110.9151	14121		605 00235
LAGONE PAVING & SEALCOAT VARIOUS PATCHING	3,885.00	MAINT - MUNICIPAL GROUND	10.110.9441	2013-183		605 00085
CEDAR & TULIP	3,485.00	MAINT - MUNICIPAL GROUND	10.110.9441	2013-184		605 00015
TULIP/BIRCH/WILLOW	4,983.00	MAINT - MUNICIPAL GROUND	10.110.9441	2013-185		605 00237
	12,353.00	*VENDOR TOTAL				
M.E. SIMPSON COMPANY, IN GLNWD CHGO HTS & 194TH S	375.00	CONTRACT SERVICES	10.110.9020	24379		605 00265
MCGLADREY & PULLEN, LLP WATER BILLING PROCEDURE	7,600.00	CONTRACT SERVICES	10.110.9020	M-4182474-541		605 00267
MENARDS WOOD	23.57	MAINT - MUNICIPAL GROUND	10.110.9441	27535		605 00153
NICOR GAS 31 35 27 1000 3	79.67	UTILITIES	10.110.9180	09/24/13		605 00051
8413831000 2	80.72	UTILITIES	10.110.9180	09/27/13		605 00052
	160.39	*VENDOR TOTAL				
PITNEY BOWES FOLDER/STUFFER AGREE	1,418.00	OFFICE SUPPLIES	10.110.9111	646086		605 00155
PITNEY BOWES PURCHASE PO POSTAGE	867.63	POSTAGE	10.110.9114	09/22/13		605 00116

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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	.....				
RAIN FOR RENT PUMP & EQUIPMENT	4,557.00	REPAIR/MAINT - SEWER SYS	10.110.9450	023000176		605 00119
ROBINSON ENGINEERING, LTD NPDES COMPLIANCE	818.75	ENGINEERING SERVICES	10.110.9685	13090140		605 00092
ARQUILLA PK PROTECTION	2,072.50	ENGINEERING SERVICES	10.110.9685	13090169		605 00091
WATER PURCHASE AGREEMENT	3,307.50	ENGINEERING SERVICES	10.110.9685	13090236		605 00026
	6,198.75	*VENDOR TOTAL				
ROSENTHAL, MURPHEY LEGAL SERVICES	1,365.00	LEGAL SERVICES	10.110.9151	09/26/13		605 00228
ROYAL CRANE SERVICE INC. 187TH LIFT STATION	1,760.00	REPAIR/MAINT - SEWER SYS	10.110.9450	33780		605 00059
STANDARD EQUIPMENT COMPA PARTS	769.09	REPAIR & MAINTENANCE-VEH	10.110.9420	A37153		605 00093
TWIST OFFICE PRODUCTS OFFICE SUPPLIES	8.89	OFFICE SUPPLIES	10.110.9111	658464-0		605 00063
UNDERGROUND PIPE & VALVE B-BOXES & PARTS	533.70	REPAIR/MAINT - WATER SYS	10.110.9411	183845		605 00096
VERIZON WIRELESS 587118582-00001	304.08	TELEPHONE	10.110.9120	9711529548		605 00097
WRIGHT CONCRETE RECYCLIN DIRT	220.00	MAINT - MUNICIPAL GROUND	10.110.9441	12926		605 00068
DIRT	220.00	MAINT - MUNICIPAL GROUND	10.110.9441	12986		605 00100
	440.00	*VENDOR TOTAL				
	176,926.94				
SEWER & WATER FUND	177,050.83	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
IEPA LOAN ACCOUNT	*****					
IEPA LOAN ACCOUNT	.....				
FASO EXCAVATING, LLC STORM SEWER REPAIR	9,425.00	FOREST OUTFALL EXPENSE	17.170.9907	VGAR92513		605 00124
	9,425.00	.....			
IEPA LOAN ACCOUNT	9,425.00	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
2010 PROJECT FUND BAB	*****					
SEWER BOND EXPENDITURES	.....				
ROBINSON ENGINEERING, LTD OSLAD APPLICATION	5,966.25	OSLAD GRANT EXPENSE PARK	40.440.9670	13090239		605 00027
ROSENTHAL, MURPHEY LEGAL SERVICES	97.50	OSLAD GRANT EXPENSE PARK	40.440.9670	09/26/13		605 00232
THORNCREEK MATERIAL HICKORY GLEN PARK	19,362.50	OSLAD GRANT EXPENSE PARK	40.440.9670	19638		605 00122
HICKORY GLEN PARK	75.00	OSLAD GRANT EXPENSE PARK	40.440.9670	19639		605 00060
	19,437.50	*VENDOR TOTAL				
	25,501.25				
2010 PROJECT FUND BAB	25,501.25	*****				

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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	.....				
ANGEL ABATEMENT LLC PAINT BALL BUILDING	3,950.00	TIF DISTRICT EXPENSES	60.660.9631	13023-1		605 00069
KATHLEEN FIELD ORR & ASS TIF EXPENSES	500.00	LEGAL SERVICES	60.660.9151	14121		605 00234
ROSENTHAL, MURPHEY LEGAL SERVICES	1,706.25	LEGAL SERVICES	60.660.9151	09/26/13		605 00229
	6,156.25	.....			
TIF-INDUSTRIAL PARK	6,156.25	*****				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF-MAIN STREET	*****					
TIF MAIN STREET EXPENDITURES	.....				
ROBINSON ENGINEERING,LTD GLNWD OAKS & AT&T	5,257.50	ENGINEERING SERVICES	62.620.9685	13090240		605 00120
ROSENTHAL, MURPHEY LEGAL SERVICES	975.00	LEGAL SERVICES	62.620.9151	09/26/13		605 00230
	6,232.50				
TIF-MAIN STREET	6,232.50	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
TIF HOLBROOK ROAD	*****					
TIF HOLBROOK RD EXPENDITURES	.....				
ROSENTHAL, MURPHEY LEGAL SERVICES	341.25	LEGAL SERVICES	63.630.9151	09/26/13		605 00231
	341.25				
TIF HOLBROOK ROAD	341.25	*****				

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
GOLF COURSE MAINTENANCE	.....				
APEX INDUSTRIAL AUTOMATI PARTS	16.58	REPAIR/MAINT BUILDINGS	70.771.9430	1071379A		605 00145
APEX SERVICES PART	16.58CR	REPAIR/MAINT BUILDINGS	70.771.9430	1071379A		635 00002
ARTHUR CLESEN INC. FERTILIZER	90.00	FERTILIZER	70.771.9741	14967/00		605 00131
CONSERV FS FUEL	1,346.33	GAS AND OIL	70.771.9210	1778129-IN		605 00134
FUEL	1,306.98	GAS AND OIL	70.771.9210	1778130-IN		605 00133
	2,653.31	*VENDOR TOTAL				
G & K SERVICES SEPTEMBER 2013	286.70	UNIFORMS	70.771.9200	09/30/2013		605 00136
J.W.TURF, INC PARTS	35.56	REPAIR/MAINT-TURF EQUIPM	70.771.9425	784347		605 00139
PARTS	68.05	REPAIR/MAINT-TURF EQUIPM	70.771.9425	784416		605 00138
	103.61	*VENDOR TOTAL				
NICOR GAS 00 25 20 2968 1	25.99	UTILITIES	70.771.9180	09/24/13		605 00020
PORTABLE JOHN, INC. 09/06 THRU 10/03	187.05	CONTRACT SERVICES	70.771.9020	A-188484		605 00118
10/04 THRU 10/31	187.05	CONTRACT SERVICES	70.771.9020	A-188935		605 00140
	374.10	*VENDOR TOTAL				
REINDERS, INC. EQUIPMENT & PARTS	130.80	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1457134-00		605 00142
EQUIPMENT	64.10	REPAIR/MAINT-TURF EQUIPM	70.771.9425	1457134-01		605 00121
	194.90	*VENDOR TOTAL				
RR MULCH & SOIL LLC TURF FOOD	144.00	LANDSCAPING	70.771.9435	10/01/2013		605 00141
TORO NSN NOVEMBER 2013	134.00	EQUIPMENT LEASE PAYMENTS	70.771.9838	10/01/13		605 00248
	4,006.61	.....			

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	.....				
AT & T MONTHLY BILLING	185.87	TELEPHONE	70.773.9120	10032013		605 00216
BLANFORD DESIGN OUTDOOR WEDDING FACILITY	4,900.00	CONTRACT SERVICES	70.773.9020	09/28/2013		605 00236
CHICAGO DISTRICT GOLF AS SEPTEMBER 2013	40.00	DUES SUBSCRIPT. MEMBERSH	70.773.9140	09/25/13		605 00035
COM ED 0465144003	3,508.25	UTILITIES	70.773.9180	09/24/2013		605 00239
COZZINI BROS., INC. KNIFE SERVICE	18.00	REPAIR/MAINT-GEN TOOLS/E	70.773.9425	C528818		605 00164
DIRECTV OCTOBER 2013	311.98	UTILITIES	70.773.9180	21475789231		605 00240
DSG TAG SYSTEMS INC. RENTAL AGREEMENT	380.00	GOLF CAR LEASE	70.773.9683	6218		605 00165
FARMERS STATE BANK OF HA NOVEMBER 2013	2,333.20	EQUIPMENT RENTAL	70.773.9433	10/01/2013		605 00178
GLENWOODIE PETTY CASH OFFICE SUPPLIES	9.69	OFFICE SUPPLIES	70.773.9111	10/09/13		605 00255
HARRIS GOLF CARS SALES & PARTS SERVICE CHARGE	474.56 60.06 534.62	REPAIR/MAINT GOLF CARS REPAIR/MAINT GOLF CARS *VENDOR TOTAL	70.773.9419 70.773.9419	01-85749 09/24/13		605 00137 605 00180
HOMWOOD FLORIST SHOW/CC	695.85	MARKETING/BUS DEVELOPEME	70.773.9175	10/04/13		605 00242
J & M GOLF EQUIPMENT EQUIPMENT	360.00 541.27 901.27	COGS-SPECIAL ORDERS COGS-GOLF MERCHANDISE *VENDOR TOTAL	70.773.9707 70.773.9701	0442839-IN 0443257-IN		605 00045 605 00185
J & S PUBLISHING OCTOBER 2013	350.00	PRINTING AND ADVERTISING	70.773.9109	2408		605 00244
ORKIN EXTERMINATING OCTOBER 2013	90.20	UTILITIES	70.773.9180	10/02/2013		605 00187

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	.....				
PHILLIP ROBBINS REIMBURSE CELL AUGUAT 20	75.00	UTILITIES	70.773.9180	10/07/13		605 00249
PING GOLF CLUBS	502.86	COGS-SPECIAL ORDERS	70.773.9707	11775010		605 00245
STANLEY CONVERGENT 11/01/13 THRU 01/31/14	261.00	UTILITIES	70.773.9180	10654757		605 00246
STERLING CUT GLASS 2013 CHAMPION AWARDS	197.79	COGS-SPECIAL ORDERS	70.773.9707	0310423-IN		605 00192
TITLEIST TAG:HINICH	753.50	COGS-GOLF MERCHANDISE	70.773.9701	2055312		605 00193
YAMAHA MOTOR CORPORATION OCTOBER 2013	7,777.95	GOLF CAR LEASE	70.773.9683	508734		605 00123
	23,827.03	.....			

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD AND BEVERAGE	.....				
CHANTAL'S WEDDING & LOTT WEDDING	370.00	LINEN SERVICE	70.775.9704	3001		605 00161
CITY BEVERAGE-MARKHAM DELIVERY 09/26/13	100.77	COGS-ALCOHOLIC BEVERAGE	70.775.9738	417726		605 00162
DELIVERY 10/03/13	160.08	COGS-ALCOHOLIC BEVERAGE	70.775.9738	427866		605 00163
	260.85	*VENDOR TOTAL				
DENORMANDIE SEPTEMBER 2013	649.32	LINEN SERVICE	70.775.9704	09/30/13		605 00166
ECOLAB MACHINE RENTAL FEE	167.15	EQUIPMENT RENTAL	70.775.9433	3083134		605 00167
GLENWOODIE PETTY CASH						
BAKING SUPPLIES	5.91	COGS-FOOD	70.775.9736	10/09/13		605 00250
FOOD SUPPLIES	3.06	COGS-FOOD	70.775.9736	10/09/13		605 00251
PRODUCE	16.00	COGS-FOOD	70.775.9736	10/09/13		605 00252
FOOD SUPPLIES	41.45	COGS-FOOD	70.775.9736	10/09/13		605 00253
FOOD SUPPLIES	3.96	COGS-FOOD	70.775.9736	10/09/13		605 00254
FOOD SUPPLIES	5.50	COGS-FOOD	70.775.9736	10/09/13		605 00256
NITE GOLF SUPPLIES	46.01	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	10/09/13		605 00257
	121.89	*VENDOR TOTAL				
GLUNZ BEER DELIVERY 09/26/13	60.72	COGS-ALCOHOLIC BEVERAGE	70.775.9738	605703		605 00179
GORDON FOOD SERVICE, INC						
DELIVERY 09/23/13	457.62	COGS-FOOD	70.775.9736	153338892		605 00039
DELIVERY 09/26/13	1,942.42	COGS-FOOD	70.775.9736	153387653		605 00040
DELIVERY 09/30/13	1,485.99	COGS-FOOD	70.775.9736	153443752		605 00173
DELIVERY 10/03/13	936.54	COGS-FOOD	70.775.9736	153492248		605 00171
DELIVERY 10/07/13	1,193.19	COGS-FOOD	70.775.9736	153547897		605 00243
DELIVERY 09/25/13	75.31	COGS-FOOD	70.775.9736	766141794		605 00041
DELIVERY 09/27/13	184.48	COGS-FOOD	70.775.9736	766141900		605 00176
DELIVERY 09/28/13	42.97	COGS-FOOD	70.775.9736	766141929		605 00177
DELIVERY 09/28/13	127.37	COGS-FOOD	70.775.9736	766141930		605 00175
DELIVERY 09/30/13	52.00	COGS-FOOD	70.775.9736	766142003		605 00174
DELIVERY 10/02/13	142.74	COGS-FOOD	70.775.9736	766142066		605 00168
DELIVERY 10/02/13	45.19	COGS-FOOD	70.775.9736	766142081		605 00172
DELIVERY 10/03/13	86.91	COGS-FOOD	70.775.9736	766142141		605 00169
DELIVERY 10/05/13	160.85	COGS-FOOD	70.775.9736	766142218		605 00170
	6,933.58	*VENDOR TOTAL				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GLENWOODIE GOLF COURSE	*****					
FOOD AND BEVERAGE	.....				
HAYES BEER DISTRIBUTING						
DELIVERY 09/24/13	678.42	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1552105		605 00181
DELIVERY 10/03/13	805.35	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1552147		605 00183
DELIVERY 09/24/13	113.79	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1557282		605 00182
DELIVERY 10/01/13	173.79	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1557340		605 00184
	1,771.35	*VENDOR TOTAL				
MENARDS						
GLOVES	14.99	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	27368		605 00186
PEPSIAMERICAS, INC						
DELIVERY 10/02/13	343.98	COGS-NON-ALCOHOLIC BEV	70.775.9737	29781305		605 00188
DELIVERY 09/25/13	315.84	COGS-NON-ALCOHOLIC BEV	70.775.9737	34540755		605 00189
	659.82	*VENDOR TOTAL				
SOUTHERN WINE & SPIRITS						
DELIVERY 10/03/13	409.05	COGS-ALCOHOLIC BEVERAGE	70.775.9738	9529129		605 00190
TRI-MARK MARLINN, INC.						
DELIVERY 09/27/13	697.40	COGS-FOOD	70.775.9736	1893284		605 00191
TURBODRAUGHT, LLC						
SERVICE 09/24/2013	72.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	6583		605 00061
WIRTZ BEVERAGE ILLINOIS						
DELIVERY 09/27/13	466.46	COGS-ALCOHOLIC BEVERAGE	70.775.9738	1011280020		605 00194
Z BAKING COMPANY						
DELIVERY 09/23/13	36.58	COGS-FOOD	70.775.9736	09/23/2013		605 00201
DELIVERY 09/24/13	19.38	COGS-FOOD	70.775.9736	86105		605 00202
DELIVERY 09/26/13	43.04	COGS-FOOD	70.775.9736	86842		605 00198
DELIVERY 09/27/13	120.37	COGS-FOOD	70.775.9736	87256		605 00196
DELIVERY 09/28/13	52.92	COGS-FOOD	70.775.9736	87573		605 00197
DELIVERY 09/30/13	42.90	COGS-FOOD	70.775.9736	88078		605 00195
DELIVERY 10/02/13	93.46	COGS-FOOD	70.775.9736	88684		605 00203
DELIVERY 10/04/13	59.62	COGS-FOOD	70.775.9736	89503		605 00200
DELIVERY 10/05/13	106.03	COGS-FOOD	70.775.9736	89952		605 00199
	574.30	*VENDOR TOTAL				
	13,228.88	.....			
GLENWOODIE GOLF COURSE	41,062.52	*****				

ACS FINANCIAL
10/10/2013 10:13:04

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

VILLAGE OF GLENWOOD
GL540R-V07.20 PAGE 28

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	473,680.75					

RECORDS PRINTED - 000277

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10/10/2013 10:13:04

Schedule of Bills (Fund/Dept)

VILLAGE OF GLENWOOD
GL060S-V07.20 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	207,911.15
10	SEWER & WATER FUND	177,050.83
17	IEPA LOAN ACCOUNT	9,425.00
40	2010 PROJECT FUND BAB	25,501.25
60	TIF-INDUSTRIAL PARK	6,156.25
62	TIF-MAIN STREET	6,232.50
63	TIF HOLBROOK ROAD	341.25
70	GLENWOODIE GOLF COURSE	41,062.52
TOTAL ALL FUNDS		473,680.75

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BABS	2010 PROJECT FUND BABS	25,501.25
BLUE	CORPORATE	207,911.15
GREN	SEWER AND WATER	177,050.83
HOLB	TIF HOLBROOK ROAD	341.25
IEPA	IEPA LOAN ACCOUNT	9,425.00
MAIN	TIF-MAIN STREET	6,232.50
RED	GLENWOODIE GOLF COURSE	41,062.52
TIF	TAX INCREMENT FINANCE FUND	6,156.25
TOTAL ALL BANKS		473,680.75

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

DATE APPROVED BY

CHARTER ONE CREDIT CARD

Kerry Durkin

\$43.78 01.100.9182 travel lodge & meals
\$36.13 01.100.9182 travel lodge & meals
\$79.91

Donna Gayden

\$25.03 01.100.9006 misc
\$25.23 01.100.9182 travel lodge & meals
\$50.26

Demitrous Cook

\$23.57 01.500.9210 fuel
\$23.86 01.500.9210 fuel
\$200.00 01.500.9140 membership dues
\$110.01 01.500.9430 equipment
\$179.99 01.500.9550 equipment
\$360.70 01.500.9182 travel lodge & meals
\$24.00 01.500.9182 travel lodge & meals
\$8.77 01.500.9420 vehicle maintenance
\$26.56 01.500.9182 fuel
\$42.99 01.500.9111 office supplies
\$18.99 01.500.9550 vehicle maintenance
\$3.00 01.500.9420 vehicle maintenance
\$103.12 01.500.9425 vehicle maintenance
\$209.99 01.500.9550 computer equipment
\$100.00 01.500.9181 training
\$602.52 01.500.9508 supplies
\$295.00 01.500.9181 training
\$2,333.07

Patrick McAneny

\$23.59 10.110.9182 travel lodge & meals
\$86.79 10.110.9441 supplies
\$35.57 10.110.9182 travel lodge & meals
\$214.99 40.440.9907 equipment
\$64.54 01.300.9182 travel lodge & meals
\$65.78 10.110.9441 supplies
\$30.36 10.110.9441 supplies
\$33.49 10.110.9632 equipment
\$43.17 01.300.9441 supplies
\$598.28

Kevin Welsh
\$82.98 01.600.9634 computer equipment
\$60.04 01.600.9891 misc
\$17.26 01.600.9891 misc
\$160.28

Eric Swanson
\$10.24 70.771.9111 supplies
\$10.24

Linda Brunette
\$110.00 01.100.9181 training
\$269.94 70.773.9838 lease agreement
\$379.94

Tim Donohoe
\$101.31 70.773.9115 supplies
\$45.00 70.773.9182 travel lodge & meals
\$34.54 70.773.9742 equipment
\$74.90 70.773.9891 memorial
\$9.20 70.773.9109 flag
\$37.69 70.775.9739 supplies
\$5.25 70.773.9182 travel lodge & meals
\$5.25 70.773.9182 travel lodge & meals
\$12.99 70.775.9140 monthly lease
\$40.00 70.771.9140 monthly lease
\$96.92 70.775.9736 supplies
\$32.72 70.775.9736 food supplies
\$520.00 01.100.9187 donation
\$20.03 70.773.9182 travel lodge & meals
\$66.81 70.773.9109 office supplies
\$12.00 70.775.9736 food supplies
\$195.00 70.773.9181 training
\$8.35 70.775.9736 food supplies
\$32.34 70.773.9175 marketing
\$1,350.30

Donald Stone
\$0.00

\$0.00

\$4,962.28

VILLAGE OF GLENWOOD
GLENWOOD YOUTH SPORTS GOLF OUTING
1 ASSELBORN WAY
GLENWOOD, IL 60425

10007

2-173/710

DATE 10/4/13

PAY TO THE ORDER OF Lyndell Fola

\$ 400.00

Four Hundred and no cents***** DOLLARS

mb financial bank
South Holland, IL 60473

FOR 50.550.9442

[Signature]
Linda Brunette

⑈010007⑈ ⑆071001737⑆ 1660001198⑈

**Schedule of Bills Recap
Board Meeting 10/15/2013**

Fund	Disbursements
Corporate	\$ 211,272.38
Sewer and Water Fund	\$ 177,326.41
IEPA Loan Account	9,425.00
2010 Project Fund Bab	25,716.24
TIF - Industrial Park	6,156.25
TIF - Main Street	6,232.50
TIF - Holbrook Road	341.25
Glenwoodie Golf Course	\$ 42,173.00
Youth Sports Program	\$ 400.00
Total All Funds	\$ 479,043.03

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

DATE 10-15-13

APPROVED BY :

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

[NEED LEGAL NAME FOR THE GLENWOOD OAKS OWNER]

Dated as of October ___, 2013

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the ___st day of _____, 2013 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and _____ ("Developer"). (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act") the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. In 2001, the Village, in accordance with the Act, approved a Redevelopment Plan and Project, designated the Redevelopment Project Area known as the Main Street Redevelopment Project Area ("Redevelopment Project Area") and adopted tax increment financing for the Main Street Redevelopment Project Area.

C. The "Subject Property" as used in this Agreement is the property described by PINs 32-04-400-004-0000, 32-04-400-011-0000, 32-04-400-012-0000 and 32-04-400-013-0000 which consists of the Glenwood Oaks restaurant and its related parking areas. The Subject Property has a common address of 106 N. Main St., Glenwood, IL. 60425. The Subject Property is located in the Main Street Redevelopment Project Area.

D. The corporate authorities of the Village, after due and careful consideration, have concluded that the renovation/remodeling of the Subject Property's parking area and the installation of stormwater drainage will improve the environment of the Village; increase the assessed valuation of real estate situated within the Village; increase economic activity within the Village; provide and/or retain jobs within the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

E. The Developers desire to rehabilitate and remodel the existing parking area located within the Subject Property.

F. The rehabilitation and remodeling of the parking area of the Subject Property would not occur but for the incentives provided for in this agreement which the Village deems to be reasonable and necessary for the development contemplated by this Agreement.

G. No shareholder, officer or director of the Developer is an elected official, officer or employee of the Village.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
RECITALS PART OF AGREEMENT

1.1 **Incorporation of Recitals.** The recitations set forth in the foregoing recitals are true, material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II
MUTUAL ASSISTANCE

2.0 **Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not enact any ordinances or resolutions removing the Subject Property from the Main Street Redevelopment Project Area without the prior written consent of the Developer.

2.1 [_____] represents and warrants that it is the beneficial owner of the land trust which holds legal title to the Subject Property and that it is the owner and operator of the Glenwood Oaks restaurant located within the Subject Property.

ARTICLE III
REQUIRED APPROVALS

3.1 **Plan Approval.** The Developer shall submit to the Village a complete permit application, with all required documentation including engineering, development and other required plans (the "Plans") for the Redevelopment Project to be constructed by the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

3.2 **Redevelopment Project.** In order to further the development of the Main Street Redevelopment Project Area, the Developer desires to rehabilitate and renovate the existing parking area on the Subject Property as described in Exhibit A and continue to utilize the Subject Property for its operation of the Glenwood Oaks restaurant. The Developers' renovation of the parking area of the Subject Property as described in Exhibit A and the continued use of the Subject Property as the Glenwood Oaks restaurant shall herein be referred to as the Redevelopment Project.

3.3 **Construction Approval.** Prior to commencing any work on the Redevelopment Project, Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes. The Developer shall expeditiously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to Illinois Prevailing Wage requirements. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's

prior consent. The Developer shall allow the Village's Engineer to inspect and oversee the construction activities on the Subject Property pursuant to section 4.6 from time to time for the purpose of determining that the work is proceeding in accordance with the approved plans.

3.4 **Indemnification.** The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developer, its agents, contractors and subcontractors with respect to the Redevelopment Project and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against such claims, damages, demands, expenses, liabilities and losses, including, but not limited to, any claims against the Village for the Developer's failure to comply with the Illinois Prevailing Wage Act.

ARTICLE IV
REDEVELOPMENT AND USE OF THE PROPERTY AND
CONSTRUCTION OF THE REDEVELOPMENT PROJECT

4.1 **The Redevelopment Project.** The Parties agree that the Subject Property shall be developed substantially in accordance with the objectives of the Redevelopment Project as set forth in Exhibit A as modified or revised from time to time as mutually agreed to by the Parties and as required by law. The Developer shall be required to obtain and maintain all necessary site plan and other Village reviews and approvals that are a prerequisite to construction, including but not limited to approvals from any other agency having jurisdiction of the Subject Property. Until such requirements have been satisfied, Developer shall have no right to proceed with site preparation or construction.

4.2 **Construction of Redevelopment Project.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer's Plans. The Developer agree to cause construction of the Redevelopment Project to proceed in a timely manner and substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time pursuant to the agreement of the Parties. The Developers shall undertake or cause to be undertaken the Redevelopment Project in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency. The completion of construction and the receipt of any final occupancy permit that may be necessary for the Redevelopment Project must be completed on or before December 31, 2014.

4.3 **No Liens.** No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any Village funds in connection with the Redevelopment Project for labor or materials furnished in connection with any acquisition, demolition, site preparation, construction, additions, modifications, improvements, repairs, renewals or replacements so made; provided, however, that the Developer shall not be in default hereunder if mechanics' or other liens are filed or established and the Developer contest in good faith said mechanics' liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not

be in violation of this Section if Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics' or other liens. The Developer shall pay in full any and all liens for which it is found liable.

4.4 **Agreement to Pay Taxes.** The Developer agree that it shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills.

4.5 **Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability the Village may suffer or incur in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement.

4.6 **Village's Right to Monitor and Inspect Redevelopment Project Site.** In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Redevelopment Project, the Village shall have the right but not the obligation to inspect the Subject Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice and during normal business hours, Village representatives shall be allowed access to the site as necessary for the Village to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances and regulations, subject to limitations required by safety considerations. The rights set forth herein and the Village's exercise of said rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable Village codes, regulations and ordinances or as a waiver of any further rights of the Village regarding the construction and maintenance of the Redevelopment Project, including the right to require code compliance and issue stop work orders or violation notices.

ARTICLE V
PAYMENT AND REIMBURSEMENT OF
REDEVELOPMENT PROJECT COSTS

5.1 Definitions.

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the Act (as now or thereafter provided) which are necessary for the completion of the renovation work described in Exhibit A, permanently affixed to and attached to the Subject Property and eligible for payment and reimbursement under the Act. "Eligible Redevelopment Project Costs" means Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) "Real Estate Tax Increment" means the amount of incremental property tax revenue collected from the Main Street Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Main Street Redevelopment Project Area which is not otherwise pledged to the payment of any particular obligation. **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY OUT OF THE REAL ESTATE TAX INCREMENT COLLECTED FROM THE MAIN STREET REDEVELOPMENT PROJECT AREA.** In the event the Real Estate Tax Increment is insufficient to pay any portion of the amount due, the unpaid amounts shall only be paid, if at all, only when additional Real Estate Tax Increment revenue has been received by the Village.

Developers recognizes that the receipt of "Real Estate Tax Increment" and/or its utilization to reimburse the Developer pursuant to this agreement may be affected by any number of factors, including but not limited to: (1) the payment of property tax refunds by the County; (2) the late payment of, or non-payment of, property taxes from parcels in the Main Street Redevelopment Project Area; (3) a reduction in the EAV ("Equalized Assessed Value") for parcels in the Main Street Redevelopment Project Area (including an EAV reduction which reduces the EAV to an amount which is less than the base EAV for that parcel); (4) the County's use of paid tax increment to correct errors made by the County in prior years or to make adjustments determined to be necessary by the County and (5) the receipt of a Cook County Class 8 incentive for property within the Main Street Redevelopment Project Area; (6) amounts due under other Redevelopment agreements; (7) acts of God or other causalities affecting the Main Street Redevelopment Project Area. Where the Real Estate Tax Increment received by the Village is insufficient to immediately fully pay every obligation that may be owed, the Village reserves the discretion to allocate payments in the manner it best deems to be necessary to further the goals and principles of the Act.

5.2 Incentive, Method of Payment.

(a) The Developer shall pay the first \$50,000.00 towards the costs of the Redevelopment Project and shall provide the Village with necessary documentation establishing that it has met this requirement. After the Developer has satisfied its \$50,000.00 obligation, the

subsequent costs for the Redevelopment Project for the Subject Property as contemplated by this Agreement will be assisted in part by the reimbursement to the Developer of an amount equal to the lesser of either: (1) 100% of the Developers' Certified Eligible Redevelopment Project Costs incurred after the Developer pays its \$50,000.00 obligation for the Redevelopment Project described in Exhibit A; or (2) \$250,000.00 (Two Hundred Fifty Thousand Dollars). Upon the request of the Developer, and in lieu of reimbursing the Developer, the Village reserves the right, but does not have the obligation to, directly pay for any Eligible Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) The Developers recognizes that its reimbursement will depend upon the extent to which Real Estate Tax Increment is received by the Village and other obligations for which said funds may be used. Accordingly, the Developers recognizes that the Village shall not be in default of this Agreement or in any manner held liable if the Real Estate Tax Increment actually received by the Village is not sufficient to fully reimburse the Developer or immediately reimburse the Developer for its Eligible Redevelopment Project Costs, as certified by the Village.

(c) At no time shall the Developers receive any interest on any amounts owed to it under this Agreement.

(d) All the payments due to the Developer pursuant to this Agreement are contingent upon the Developer's continued ownership and utilization of the Subject Property and its continued operation of the Glenwood Oaks restaurant on the Subject Property.

(e) All reimbursement payments due under this Agreement shall be made to the Developer.

5.3 Certification of Redevelopment Project Costs.

The Developer shall apply for the issuance of a Certificate of Eligibility for Redevelopment Project Costs for the remodeling and renovation of the existing parking area on the Subject Property by submitting to the Village a written request for certification that describes in detail the cost item for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such bills, contracts, canceled checks evidencing payment, lien waivers, engineers and owner certificates or other evidence that the Village shall reasonably require to establish satisfactory completion of the work for which reimbursement is sought, payment of the costs for the work by the Developer, and that the cost constitutes a Redevelopment Project Cost under the provisions of this Agreement and the TIF Act. No application shall be made until the Developer establishes that it has met its obligation to pay the first \$50,000.00 of the eligible costs.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so,

shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are Eligible Redevelopment Project Costs and that there has otherwise been compliance with the provisions of this Agreement, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are Eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute Eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developers shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute an Eligible Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The Village shall have thirty-five (35) days after submission of the last required item containing information relating to a Certification Application or the submission of the Certification Application, whichever occurs last, to approve or disapprove a Certification Application and, if the Certification Application is approved, issue a Certificate of Eligibility. If the Certification Application is not approved, the Village shall identify specifically those items that it is not approving and shall issue a Certificate of Eligibility for all other items in the Certification Application.

The issuance of a Certificate of Eligibility by the Village shall not constitute approval of or acceptance of the work for which the cost was incurred that is covered by the Certificate of Eligibility for the purpose of indicating that such work complies with the Village Requirements, including, but not limited to, codes, ordinances and regulations pertaining to the issuance of occupancy permits.

5.4 **Village Accounting.** The Village shall maintain complete books and records showing the Real Estate Tax Increment generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Main Street Redevelopment Project Area and the disbursement of such funds; which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The Village shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

5.5 **Village's Right to Inspect Books and Records.** The Developer agrees that, up to four years after completion and approval of the Redevelopment Project, the Village, with

reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all loan statements, contractor's sworn statements, general contracts, subcontracts, bills, material purchase orders, waivers of lien, paid receipts and invoices, bank statements, cancelled checks) in order to confirm that reimbursement is being made, or was made, for Redevelopment Project Costs or other purposes permitted under the Act.

ARTICLE VI GENERAL PROVISIONS

6.1 Time of Essence.

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.2 Default.

(a) Except as provided for in Sections 5.2(b), a Party shall be deemed in default and be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due.

(d) If and when any Default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to

constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

6.3 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

6.4 Entire Agreement.

This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties. The prior redevelopment agreement approved by the Village for the Developer shall be null, void, of no further effect and replaced by this Agreement in all respects.

6.5 Severability.

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.6 Illinois Law.

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

6.7 Notice.

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered man, return receipt requested.

If to the Village:

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

with a copy to:

John F. Donahue
Rosenthal, Murphey, Coblantz & Donahue
30 South LaSalle, Suite 1624
Chicago, IL 60602

If to the Developers:

Attn:

with a copy to:

Attn:

6.8 Assignment.

Prior to the completion of the Redevelopment Project, the Developer agrees that they shall not sell, assign or otherwise transfer their rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

6.9 Successors and Assigns.

The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) as limited by Section 6.8.

6.10 Term of Agreement.

The term of this Agreement shall commence on the date first above written and shall terminate upon the earlier of the following: (1) the completion of the Redevelopment Project and the reimbursement of all amounts due the Developer for which a Certificate of Eligibility has been issued by the Village; (2) the termination of the Main Street Redevelopment Project Area; or (3) the proper termination of this Agreement under, or as a result of, any term of this Agreement.

6.11 Interpretations.

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

6.12 Exhibits.

All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

6.13 Independent Contractors.

The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

6.14 Rights of Third Parties.

This Agreement does not create any rights on the part of any person or other entity who is not a Party, or an approved assignee of a Party, to this Agreement.

6.15 Headings.

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

6.16 Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

6.17 Non-waiver.

The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by an appropriate remedy.

EXHIBIT A

**DESCRIPTION OF DEVELOPER'S REDEVELOPMENT PROJECT AND
DEVELOPER'S ESTIMATED TOTAL PROJECT COSTS**

The Developer's Redevelopment Project is described below:

The rehabilitation and renovation of the parking area of the Subject Property which work shall include the repaving and restriping of the existing parking area on the Subject Property; the installation of stormwater drainage; and the installation of streetscape and parking area beautification components. All work shall be performed in accordance with Village approved plans which may from time to time be amended by agreement of the parties.

Developer's estimated Eligible Redevelopment Project Costs are set forth below:

Total estimated budget for the above described work:	\$300,000.00
Developer's share:	\$ 50,000.00
Maximum Village Incentive:	\$250,000.00

The Developer's estimates of eligible Redevelopment Project Costs are not binding upon the Village. The Village shall make its determination of whether a particular expense is an eligible Redevelopment Project Cost under the terms of this Agreement and the Tax Increment Allocation Redevelopment Act ("Act") upon receipt of the Developer's application to certify a cost as an eligible Redevelopment Project Cost and any additional information that may be required.

No Certificate of Eligibility shall be issued for any expense which is not a Redevelopment Project Cost for purposes of the Act and which does not otherwise constitute a cost which the Village is authorized to pay pursuant to the Act or this Agreement. Developer shall only be entitled to be reimbursed pursuant to this Agreement for costs which constitute a Redevelopment Project Cost as defined in Section 11-74.4-3(q) of the Act.

Developers acknowledge and agree that the actual cost of its improvements and expenses may exceed the amounts specified in this Exhibit and that Developer will not be entitled to reimbursement pursuant to the Agreement for costs which are incurred to the extent such costs exceed the amounts payable by the Village as specified in this Agreement.

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

LANDAUER, INC.

Dated as of October __, 2013

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the _____st day of _____, 2013 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **LANDAUER, INC.**, ("Landauer" or "Developer"), a Delaware Corporation located at 1, 2 & 3 Science Road, Glenwood, Il. (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act") the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. The Village has, in accordance with the Act, by Ordinances nos. 1991-14, 1991-15, and 1991-16, adopted a Redevelopment Plan and Project and designated the Redevelopment Project Area known as the Glenwood Industrial Park Redevelopment Project Area. These Ordinances were subsequently amended by: (1) Ordinances 1991-24, 1991-25 and 1991-26 (the "First Amendment"); (2) Ordinances 1992-3, 1992-4 and 1992-5 (the "Second Amendment"); (3) Ordinances 2011-25, 2011-26 and 2011-27 which removed certain property from the Glenwood Industrial Park Redevelopment Project Area (the "Third Amendment"); and Ordinances 2012-18, 2012-19, and 2012-20 which adopted a new budget and extended the term of the Glenwood Industrial Park Redevelopment Project Area by an additional 12 years to December 31, 2027, which is the December 31st of the year in which the payment of property tax increment funds will be made to the Village with respect to *ad valorem* taxes levied in the 35th calendar year (2026) after the year in which the Industrial Park Redevelopment Project Area was initially adopted (1991) (the "Fourth Amendment").

C. The Village has adopted tax increment financing for the Industrial Park Redevelopment Project Area, as amended. The "Subject Property" as used in this Agreement is the property identified by PINs#: 32-04-301-001-0000, 32-04-301-002-0000 and 32-04-301-003-0000 and is further commonly known as 1, 2 and 3 Science Road, Glenwood, Illinois. The Subject Property is owned by Landauer and is used for its business operations. The Subject Property is located in the Industrial Park Redevelopment Project Area.

D. The corporate authorities of the Village, after due and careful consideration, have concluded that the renovation/remodeling of the existing structure located within the Subject Property will further the growth of the Village, facilitate the redevelopment of the Industrial Park Redevelopment Project; improve the environment of the Village; increase the assessed valuation of real estate situated within the Village; increase the economic activity within the Village; provide and/or maintain jobs within the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

E. The Developers desire to rehabilitate and remodel the existing buildings on the Subject Property.

F. The rehabilitation and remodeling of the Subject Property would not occur but for the incentives provided for in this agreement which the Village deems to be reasonable and necessary for the development contemplated by this Agreement.

G. No shareholder, officer, director or employee of the Developer is an elected official, officer or employee of the Village.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
RECITALS PART OF AGREEMENT

1.1 **Incorporation of Recitals.** The recitations set forth in the foregoing recitals are true, material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II
MUTUAL ASSISTANCE

2.0 **Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not enact any ordinances or resolutions removing the Subject Property from the Industrial Park Redevelopment Project Area without the prior written consent of the Developer.

2.1 The Developer represents and warrants that it is authorized to do business in Illinois and that it is in good standing.

ARTICLE III
REQUIRED APPROVALS

3.1 **Plan Approval.** The Developer shall submit to the Village a complete permit application, with all required documentation including engineering, development and other required plans (the "Plans") for the Redevelopment Project to be constructed by the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

3.2 **Redevelopment Project.** In order to further the development of the Industrial Park Redevelopment Project Area, the Developer desires to rehabilitate and renovate the existing buildings on the Subject Property as described in Exhibit A and continue to utilize the Subject Property for its business operations. The Developer's renovation of the Subject Property as described in Exhibit A and the continued use of the Subject Property for its business purposes shall herein be referred to as the Redevelopment Project.

3.3 **Construction Approval.** Prior to commencing any work on the Redevelopment Project, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes. The Developer shall expeditiously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to Illinois Prevailing Wage requirements. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent.

3.4 **Indemnification.** The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developer, its agents, contractors and subcontractors with respect to the Redevelopment Project and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against such claims, damages, demands, expenses, liabilities and losses, including, but not limited to, any claims against the Village for the Developer's failure to comply with the Illinois Prevailing Wage Act.

ARTICLE IV
REDEVELOPMENT AND USE OF THE PROPERTY AND
CONSTRUCTION OF THE REDEVELOPMENT PROJECT

4.1 **The Redevelopment Project.** The Parties agree that the Subject Property shall be developed substantially in accordance with the objectives of the Redevelopment Project as set forth in Exhibit A as modified or revised from time to time as mutually agreed to by the Parties and as required by law. The Developer shall be required to obtain and maintain all necessary site plan and other Village reviews and approvals that are a prerequisite to construction, including but not limited to approvals from any other agency having jurisdiction of the Subject Property. Until such requirements have been satisfied, the Developer shall have no right to proceed with site preparation or construction.

4.2 **Construction of Redevelopment Project.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer's Plans. The Developer agrees to cause construction of the Redevelopment Project to proceed in a timely manner and substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time pursuant to the agreement of the Parties. The Developer shall undertake or cause to be undertaken the Redevelopment Project in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency. The completion of construction and the receipt of any final occupancy permit that may be necessary for the Redevelopment Project must be completed on or before December 31, 2014. This Agreement shall not apply to any Redevelopment Project work that is completed after December 31, 2014.

4.3 **No Liens.** No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any Village funds in connection with the Redevelopment Project for labor or materials furnished in connection with the Redevelopment

Project or any portion of it; provided, however, that the Developer shall not be in default hereunder if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not be in violation of this Section if Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics' or other liens. The Developer shall pay in full any and all liens for which it is found liable.

4.4 **Agreement to Pay Taxes.** The Developer agree that it shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills.

4.5 **Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability the Village may suffer or incur in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement.

4.6 **Village's Right to Monitor and Inspect Redevelopment Project Site.** In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Redevelopment Project, the Village shall have the right but not the obligation to inspect the Subject Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice and during normal business hours, Village representatives shall be allowed access to the site as necessary for the Village to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances and regulations, subject to limitations required by safety considerations. The rights set forth herein and the Village's exercise of said rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable Village codes, regulations and ordinances or as a waiver of any further rights of the Village regarding the construction and maintenance of the Redevelopment Project, including the right to require code compliance and issue stop work orders or violation notices.

ARTICLE V
PAYMENT AND REIMBURSEMENT OF
REDEVELOPMENT PROJECT COSTS

5.1 Definitions.

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the Act (as now or thereafter provided) which are necessary for the completion of the renovation work described in Exhibit A, permanently affixed to and attached to existing buildings on the Subject Property and eligible for payment and reimbursement under the Act. "Eligible Redevelopment Project Costs" means Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) "Real Estate Tax Increment" means the amount of incremental property tax revenue collected from the Industrial Park Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area which is not otherwise pledged to the payment of any particular obligation. **In the event the Real Estate Tax Increment is insufficient to reimburse Developer for any portion of the amount due from the Village, the Village shall reimburse the Developer from other sources.**

5.2 Incentive, Method of Payment.

(a) The Parties acknowledge that the development of the Redevelopment Project for the Subject Property as contemplated by this Agreement will be assisted in part by the reimbursement to the Developers of an amount equal to the lesser of either: (1) 100% of the Developers' Certified Eligible Redevelopment Project Costs for the remodeling and renovation of the existing buildings on the Subject Property as described in Exhibit A; or (2) \$500,000.00 (Five Hundred Thousand Dollars).

(b) At no time shall the Developer receive any interest on any amounts owed to it under this Agreement.

(c) All the payments due to the Developer pursuant to this Agreement are contingent upon the Developer's continued ownership and continued operation of the Subject Property for its current business purposes for 7 years from the final completion date of all work on the Redevelopment Project as described in Exhibit A (the "operation period"). In the event the Developer, at any time during the 7 year operation period, either: (1) sells any portion of the Subject Property, (2) ceases its business operations at the Subject Property, (3) is the subject of a petition seeking any nature of debtor relief, (4) makes an assignment for the benefit of creditors, (5) files for bankruptcy, or (6) admits its inability to meet its debts as they become due during the operations period, then Developer shall pay the Village an amount equal to the total payment received from the Village pursuant to this agreement multiplied by a ratio that has a numerator equal to the number of full months remaining until the expiration of the 7 year operation period and a denominator of 84.

(d) The Developer agrees that all reimbursement payments due under this Agreement shall be made to Landauer, Inc.

5.3 Certification of Redevelopment Project Costs.

The Developer shall apply for the issuance of a Certificate of Eligibility for Redevelopment Project Costs for the remodeling and renovation of the existing building on the Subject Property by submitting to the Village a written request for certification that describes in detail the cost item for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such bills, contracts, canceled checks evidencing payment, lien waivers, engineers and owner certificates or other evidence that the Village shall reasonably require to establish satisfactory completion of the work for which reimbursement is sought, payment of the costs for the work by the Developer, and that the cost constitutes a Redevelopment Project Cost under the provisions of this Agreement and the TIF Act.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so, shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are Eligible Redevelopment Project Costs and that there has otherwise been compliance with the provisions of this Agreement, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are Eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute Eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute an Eligible Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The Village shall have thirty-five (35) days after submission of the last required item containing information relating to a Certification Application or the submission of the Certification Application, whichever occurs last, to approve or disapprove a Certification

Application and, if the Certification Application is approved, issue a Certificate of Eligibility. If the Certification Application is not approved, the Village shall identify specifically those items that it is not approving and shall issue a Certificate of Eligibility for all other items in the Certification Application.

The issuance of a Certificate of Eligibility by the Village shall not constitute approval of or acceptance of the work for which the cost was incurred that is covered by the Certificate of Eligibility for the purpose of indicating that such work complies with the Village Requirements, including, but not limited to, codes, ordinances and regulations pertaining to the issuance of occupancy permits.

5.4 **Village Accounting.** The Village shall maintain complete books and records showing the Real Estate Tax Increment generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area and the disbursement of such funds; which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The Village shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

5.5 **Village's Right to Inspect Books and Records.** The Developer agrees that, up to four years after completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all loan statements, contractor's sworn statements, general contracts, subcontracts, bills, material purchase orders, waivers of lien, paid receipts and invoices, bank statements, cancelled checks) in order to confirm that reimbursement is being made, or was made, for Redevelopment Project Costs or other purposes permitted under the Act.

ARTICLE VI GENERAL PROVISIONS

6.1 Time of Essence.

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.2 Default.

(a) A Party shall be deemed in default and be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due.

(d) If and when any Default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

6.3 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

6.4 Entire Agreement.

This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties. The prior redevelopment agreement approved by the Village for the Developer shall be null, void, of no further effect and replaced by this Agreement in all respects.

6.5 Severability.

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.6 Illinois Law.

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

6.7 Notice.

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered man, return receipt requested.

If to the Village:

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

with a copy to:

John F. Donahue
Rosenthal, Murphey, Coblenz & Donahue
30 South LaSalle, Suite 1624
Chicago, IL 60602

If to the Developer:

Landauer, Inc.

Attn:

with a copy to:

Attn:

6.8 Assignment.

Prior to the completion of the Redevelopment Project, the Developer agrees that they shall not sell, assign or otherwise transfer their rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

6.9 Successors and Assigns.

The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) as limited by Section 6.8.

6.10 Term of Agreement.

The term of this Agreement shall commence on the date first above written and shall terminate upon the earlier of the following: (1) the expiration of the 7 year operation period; (2) the termination of the Industrial Park Redevelopment Project Area; or (3) the proper termination of this Agreement under, or as a result of, any term of this Agreement.

6.11 Interpretations.

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

6.12 Exhibits.

All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

6.13 Independent Contractors.

The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

6.14 Rights of Third Parties.

This Agreement does not create any rights on the part of any person or other entity who is not a Party, or an approved assignee of a Party, to this Agreement.

6.15 Headings.

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

6.16 Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

6.17 Non-waiver.

The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by an appropriate remedy.

6.18 Severability.

If any provision or part of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part not held invalid or unenforceable. Any provisions or parts of this Agreement not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Agreement meaningless or grossly inequitable.

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

VILLAGE OF GLENWOOD

By: _____
Kerry Durkin, Village President

Date: _____

LANDAUER INC.

By: _____

_____ [insert printed name]

Its: _____

EXHIBIT A

**DESCRIPTION OF DEVELOPER'S REDEVELOPMENT PROJECT AND
DEVELOPER'S ESTIMATED TOTAL PROJECT COSTS**

The Developer's Redevelopment Project is described below:

The rehabilitation and renovation of the building on the Subject Property which work shall include: (1) construction of new walls and workstations; (2) carpet installation; (3) new electrical installation; (4) wall patching, priming and painting; (5) new wiring/communications lines with related wire cabinets; (6) new HVAC work; (7) building 1 roof replacement; (8) asbestos removal; (9) window improvements; (10) kitchen renovations; (11) restroom renovations; and (12) parking lot paving.

Developer's estimated Eligible Redevelopment Project Costs are set forth below:

Walls and workstation construction:	\$ 79,000.00
Carpet:	\$ 57,000.00
Electrical installation:	\$ 6,000.00
Patching, priming and painting;	\$ 7,500.00
Wiring/communication lines with cabinets:	\$ 16,500.00
HVAC:	\$ 37,000.00
Roof replacement building 1:	\$120,000.00
Asbestos removal:	\$ 10,000.00
Window improvements:	\$ 18,500.00
Kitchen renovations:	\$ 15,000.00
Repave Parking lot:	\$ 80,000.00
Restroom renovations;	<u>\$ 15,000.00</u>
Total (estimate):	\$461,500.00

The Developer's estimates of eligible Redevelopment Project Costs are not binding upon the Village. The Village shall make its determination of whether a particular expense is an eligible Redevelopment Project Cost under the terms of this Agreement and the Tax Increment Allocation Redevelopment Act ("Act") upon receipt of the Developer's application to certify a cost as an eligible Redevelopment Project Cost and any additional information that may be required.

No Certificate of Eligibility shall be issued for any expense which is not a Redevelopment Project Cost for purposes of the Act and which does not otherwise constitute a cost which the Village is authorized to pay pursuant to the Act or this Agreement. Developer shall only be entitled to be reimbursed pursuant to this Agreement for costs which constitute a Redevelopment Project Cost as defined in Section 11-74.4-3(q) of the Act.

Developer acknowledges and agree that the actual cost of its improvements and expenses may exceed the amounts specified in this Exhibit and that Developer will not be entitled to reimbursement pursuant to the Agreement for costs which are incurred to the extent such costs exceed the amounts as specified in this Agreement.