BOARD OF TRUSTEES MEETING
TUESDAY, SEPTEMBER 17, 2019
7:00 P.M.
AGENDA NO. 2019-9-02

CALL TO ORDER BY *Mayor Ronald J. Gardiner*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Dion Lynch*

PRESENTATION OF MINUTES OF BOARD MEETING AUGUST 20, 2019

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of $89,343.11, Sewer and Water $35,399.75, TIF Main Street $62,112.95, Glenwoodie Golf Course $25,747.45, TIF Halsted South $161.58.**TOTAL ALL FUNDS $212,764.84.**
2. Payroll as of the date September 13, 2019, Corporate in the amount of $114,473.00, Glenwoodie in the amount of $28,913.00, Sewer & Water $14,962.00, Paid-on-Call Firefighters $23,389.00. **OVERTIME**: Police $5,239.00 ($1,379.00 of Police Overtime is reimbursable), Sewer & Water $1,095.00, Public Works $590.00. **TOTAL PAYROLL $188,661.00.**

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

COMMUNICATIONS
MAYOR'S OFFICE:

1. Approval of Exclusive Location and Video Gaming Terminal Use Agreement for Glenwoodie
2. Approval of Request for Executive Closed Session under Section 2 (c) (1) Personnel with action to be taken and reason to reconvene at the end of the meeting

ATTORNEY'S REPORT *John Donahue*

1. Approval of a Site Option/Lease Agreement with T-Mobile Central LLC
2. Approval of a Redevelopment Agreement between Village of Glenwood and James Walker Manufacturing Company

VILLAGE ADMINISTRATOR *Brian Mitchell*

ENGINEER'S REPORT *David Shilling*

DEPARTMENT REPORTS:

A. Finance Report *Linda Brunette*

B. Police Report *Chief Derek Peddycord*

C. Fire/Building Report *Chief Kevin Welsh*

D. Public Works Report

E. Glenwoodie Report *Eric Swanson/Phillip Robbins*

F. Senior Programs/Park Programs Report *JoAnne Alexander*

NEW BUSINESS

OLD BUSINESS

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,

Ronald J. Gardiner

Ronald J. Gardiner
Village President

Posted and distributed 09/13/19

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 AUGUST 20, 2019

The August 20, 2019 Regular Board Meeting was called to order at 7:00 PM by Village President Ronald J. Gardiner who led the audience in the Pledge of Allegiance.

ROLL CALL:

Upon Roll Call by Village Clerk **Dion Lynch**, the following Trustees responded: **Beckman, Clark, Dawson, Hadnott, Styles, Winston**

ALSO IN ATTENDANCE:

Brian Mitchell, Village Administrator; **John Donahue**, Village Attorney; **Chief Kevin Welsh** Fire/Building; **Linda Brunette,** Finance Director; **JoAnne Alexander**; Senior Center/Park Programs; Police Chief **Derek Peddycord; Dave Shilling,** Village Engineer

PRESENTATION OF MINUTES:

TREASURER'S REPORT:

1). **Motion to Approve Bills Payable as presented by the Treasurer Hart.**

Corporate Fund: $130,728.54; **MFT** $1,250.00; **Sewer & Water Account** $144,363.21; **Capital Acquisition** $1,545.34; **TIF Industrial** Park, $680.00; **Glenwoodie Golf Course**: $33,980.64; **TIF Halsted South** $57,597.02.
TOTAL ALL FUNDS: $**507,361.48**

Trustee: Clark moved; **Second by Trustee** Styles to accept the Motion as read.

Discussion: Trustee Styles asked what is the $194,000.00 to the TIF Industrial South? **VA** Mitchell replied, it's for lighting for the Plaza. **Trustee** Hadnott motioned to pass the Bills Payable with the exception of TIF Industrial South (Lighting) seconded by **Trustee** Winston

Vote was taken on original motion.

Upon Roll Call: Ayes: 4 Naes: 3 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Styles, Mayor Gardiner

Naes: Dawson, Hadnott, Winston

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2) **Motion to Approve Payroll as of the date, August 16, 2019 as presented by the Treasurer Hart**

Corporate: $110,603.00; **Glenwoodie**: $31,282.00 **Sewer & Water**: $13,647.00; **Paid on Call Firefighters** $24,267.00

OVERTIME: Police: $5,805.00 ($2,069.00 of Police Overtime reimbursable); **Sewer & Water**: $1,473.00; **Public Works** $793.00. **TOTAL PAYROLL**: $187,870.00

Trustee: Styles moved; **Second by Trustee** Dawson to accept the Motion as presented.

Discussion: No Discussion

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

OPEN TO THE PUBLIC: **No One Approached**

COMMUNICATIONS:

MAYOR'S OFFICE: **Summer Yard Contest Winners**

A. **Brookwood Point-Sallie Irons**
B. **Estates-Mr. & Mrs. Graham**
C. **Forest-G. Doria**
D. **Manor-Diane Dubois**
E. **Old Glenwood-Jorge Garibaldi**

Trustee: Dawson moved; **Second by Trustee** Hadnott to accept the Motion as presented.

Approval of a Resolution amending Section 62-441 of Glenwood Code of Ordinance.

Discussion: Trustee Hadnott asked, is there a penalty we can impose for individuals or Business selling loose cigarettes? Mayor Gardiner replied, Chief Peddycord has already made that request. We are currently working on that.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes:

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ATTORNEY REPORT

Approval of a Resolution approving the purchase of the Real Estate known as 245 Park Drive (Pin 32-04-109-011-0000)

Trustee: Styles moved; **Second by Trustee** Beckman to accept the Motion as presented.

Discussion: **Trustee** Dawson asked, do we have any traction on the other houses. Chief Welsh replied, the first one we are working through Lawyers and Landbank to assist us. The third one I do not have an update. This all needs to be settled by November of this year. We may get a short extension but we are awaiting word back. **Trustee** Winston what is different in this approval versus the original approval. **Chief** Welsh replied, nothing has changed same deal. It's just that as we complete each one the contract has to be approved.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

VILLAGE ADMINISTRATOR:

VA Mitchell stated, we received a quote for repairing the vandalism of Lieutenant Derwin Williams plaque. Amount of replacement will be $593.00. We have benches ordered for Estates Park. Lights under the canopy for a more visible sight will be installed. He congratulated all Departments and Staff that participated in National Night Out. President Preckwinkle provided the Humvee for National Night Out.

ENGINEER'S REPORT:

Project on Clark and Pickens has been substantially completed. We should be receiving a contract shortly. **Trustee** Hadnott asked, when was the last time the outfalls were inspected in Glenwood. **Engineer** Shilling stated, I am not sure that our Company has inspected the outfalls since I have been with the Company. They are required to be inspected by Public Works with the MS4 permit with the State.

FINANCE:

Board should have received monthly reports, which identify some significant savings where we came in under budget I several line items.

POLICE:

Chief Peddycord stated, July we had 880 calls for service. There were several Residents who were tricked out of money using eBay. He recognized Officer, Miller Sgt. Perry, Officer Conner for their professionalism and restraint while dealing with a Domestic Violence offender who was in custody. Traffic enforcement will step up as school will resume next week. Training was given to Officers for Psychology and Domestic Violence by Northwestern. Congratulated Officer Oldenburg for completing State Range Master Program.

Trustee Dawson asked do we track Alarm calls? Chief responded by saying yes after so many false alarms we then ticket and or violate Homeowners. **Trustee** Hadnott asked, regarding speeding, what tools can we give you to do more. Chief Welsh replied, we do patrol there and do more directly. We will also be posting speed signs that track data where we are informed of when high speed rates usually occur. **Trustee** Hadnott replied can we raise fines, **Chief** Peddycord replied it's set by that state. **Trustee** Winston asked, when does the renewal go out. **Chief** Welsh replied every 12 months.

FIRE/BUILDING:

Chief Welsh stated, this past week the FD responded to four structure fires. Fire Prevention Week will be October 6-13. Pancake Breakfast Sunday, October 6. Be aware of request from phone predators asking for support for firefighters and police officers

PUBLIC WORKS:

VA Mitchell stated, we are ensuring that branch pick up continues, we have been doing a lot of street clean up as well as getting a lot of hydrants that were out of use, ready to be used. They are also getting Hickory Glen Park ready to be used for football season. Trustee Winston stated fall baseball is also being played. On the 24th of August. That field still needs to be maintained.

GLENWOODIE:

No Report

SENIOR/PARK PROGRAMS:

Director Alexander stated, Senior Calendar is on the website. CEDA will be present next Wednesday at Blakey Center at 10:00am. September 18 Medicare will provide a presentation. Shredding event will be Sept 28 from 10:00 am until 12:00pm Cook County Sheriff will also be available to take unused medication. Oct 5,6 will be Glenwood Garage sell, more to come.

NEW BUSINESS:

Trustee. Hadnott asked there was something in the Gazette about lighting program, what is that about. **Mayor** Gardiner replied, it will be addressed at the COW meeting.

OLD BUSINESS:

No Old Business

OPEN TO THE PUBLIC:

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Natalie Newman
On the website there has been no Board Packet posted since June 4th and no Board Meeting Minutes since July 2. Clerk Lynch replied, we will check on that must be an oversight. Ms. Newman also asked, was there any further investigation into Ring app. **Chief** Peddycord replied we are working with a group, we reached out to them and have yet to get a response.

Miriam Slaughter
Asked Chief Peddycord for a report of moving violation. She also stated on center speeding and not stopping is continuing. She also stated, the benches are they donated or coming out of the Village budget.**VA**. Mitchell stated as of now it is coming out of the budget, I have reached out to several Vendors and they are very responsive.

MOTION TO ADJOURN:

Motion to adjourn

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

Discussion: No

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

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ADJOURNMENT:

The August 20, 2019 Board Meeting adjourned at 8:30 PM.

Dion Lynch, Village Clerk

Report Selection:

RUN GROUP... 091719 COMMENT... BOARD MEETING 09/17/2019

DATA-JE-ID	DATA COMMENT
W-09172019-554	BOARD MEETING 09/17/2019

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01		PRT08	N	S	6	066	10			

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
BALANCE SHEET	.....						
COLONIAL LIFE							
CONNER/PERRY	386.13	VOLUNTARY EMPLOYEE DED P	01.000.2119	194840	4478624		P 554 00032
FIDELITY SECURITY LIFE							
SEPTEMBER 2019	423.87	VOLUNTARY EMPLOYEE DED P	01.000.2119	194732	164014030		P 554 00055
FRANK J MINEO							
EAC RET 1119 E 192ND ST	1,000.00	BUILDING REPAIR ESCROW	01.000.2132	194762	082819		P 554 00062
	1,810.00	.....					
ADMINISTRATION	.....						
AZAVAR AUDIT							
TELECOMM AUDITS	130.69	UTILITY CONSULTING	01.100.9178	194751	148184		P 554 00012
ELECTRIC AUDITS	30.26	UTILITY CONSULTING	01.100.9178	194752	148191		P 554 00013
GAS AUDITS	17.60	UTILITY CONSULTING	01.100.9178	194753	148192		P 554 00014
	178.55	*VENDOR TOTAL					
COEO SOLUTIONS LLC							
SEPTEMBER 2019	127.63	TELEPHONE	01.100.9120	194725	1025027		P 554 00028
CURALINC LLC							
OCT NOVE & DEC 2019	504.00	GROUP INSURANCE AND HOSP	01.100.9160	194726	11302		P 554 00042
DUFF & PHELPS							
CAPITAL ASSET REPORT	1,200.00	CONTRACT SERVICES	01.100.9020	194731	MW00365196		P 554 00048
HERITAGE TECHNOLOGY SOLU							
QTRLY BILLING 3 SERVERS	900.00	COMPUTER-PROGRAMS & EQUI	01.100.9634	194757	210116		P 554 00082
QUARTERLY BILL EMAIL 85	3,302.25	COMPUTER-PROGRAMS & EQUI	01.100.9634	194758	210114		P 554 00081
	4,202.25	*VENDOR TOTAL					
HOMEWOOD DISPOSAL SERVIC							
YARD WASTE STICKERS	4,920.00	YARD WASTE STICKER EXP	01.100.9250	194759	6682447		P 554 00086
MUNICIPAL CODE CORP.							
SUPPLEMENTAL PAGES	1,459.62	CODE OF ORDINANCES EXPEN	01.100.9133	194764	00332416		P 554 00120
	12,592.05	.....					
PUBLIC WORKS	.....						
AT & T							
242 MINERVA DAMAGE	3,502.98	MISCELLANEOUS	01.300.9891	194749	AMER21 201812		P 554 00006

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
PUBLIC WORKS	.....						
B & F FABRICATING INC							
REPAIR M 12	3,960.00	REPAIR & MAINTENANCE-VEH	01.300.9420	194774	48476		P 554 00015
COM ED							
0612091031	757.34	ENERGY STREET LIGHTING	01.300.9221	194723	08/29/2019A		P 554 00034
0283059209	677.68	ENERGY STREET LIGHTING	01.300.9221	194785	09/04/19		P 554 00035
	1,435.02	*VENDOR TOTAL					
DMC SECURITY SERVICES IN							
MONITOR RADIO	82.50	REPAIR/MAINT MUNICIPAL B	01.300.9430	194728	284959		P 554 00044
ELMORE'S LAWN CARE SERVI							
GRASS CUTTING 08/26/19	2,039.02	LAWN CARE SERVICES	01.300.9021	194796	358		P 554 00051
EXPERT CHEMICAL & SUPPLY							
SUPPLIES	545.31	CLEANING SUPPLIES	01.300.9115	194795	849584		P 554 00054
FLEET TECH INCORPORATED							
INTERNATIONAL 7400	4,217.80	REPAIR & MAINTENANCE-VEH	01.300.9420	194756	9622		P 554 00060
ILLINOIS PUBLIC RISK FUN							
OCTOBER	16,278.00	WORKMENS COMP INSURANCE	01.300.9170	194761	55070		P 554 00090
LEEP'S SUPPLY CO., INC							
BUSHING GALV PIPE WRENCH	145.09	REPAIR/MAINT MUNICIPAL B	01.300.9430	194733	S3206593.001		P 554 00099
PLASTIC SEAT	145.83	REPAIR/MAINT MUNICIPAL B	01.300.9430	194748	S3202743		P 554 00098
	290.92	*VENDOR TOTAL					
MEADE, INC							
STREET LIGHT MAIN	848.16	STREET LIGHTING MAINTENA	01.300.9422	194735	689524		P 554 00101
MENARDS							
T STRIP / PLIERS	24.95	PURCHASE-GENERAL TOOLS/E	01.300.9550	194739	67883		P 554 00104
FUEL PREMIX	39.94	GAS AND OIL	01.300.9210	194821	67921		P 554 00106
WEED KILLER	9.64	MAINT - MUNICIPAL GROUND	01.300.9441	194822	67953		P 554 00107
	74.53	*VENDOR TOTAL					
RELIANCE SAFETY LANE & S							
SAFETY INSPECTIONS	56.00	REPAIR & MAINTENANCE-VEH	01.300.9420	194828	117556		P 554 00137
TECH ONE HEATING &							
SENIOR CENTER	200.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	194831	21726		P 554 00144
	33,530.24	.....					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
PARKS	.....						
PORTABLE JOHN, INC.							
WEEKLY SERVICE	174.15	MAINT - MUNICIPAL GROUND	01.400.9441	194766	238074		P 554 00129
WEEKLY SERVICE	174.15	MAINT - MUNICIPAL GROUND	01.400.9441	194768	238073		P 554 00128
	348.30	*VENDOR TOTAL					
	348.30	.....					
POLICE	.....						
A PLUS PROFESSIONAL TOWI							
TOW 8/24 & 8/26	110.00	TOW FEE EXPENSE	01.500.9509	194842	08/31/2019A		P 554 00002
AT & T							
708 753 2449 816 6	3.61	TELEPHONE	01.500.9120	194841	708753244908		P 554 00009
AXON ENTERPRISE INC.							
BUNDLE 2 YEAR BODY CAMS	24,096.00	COMPUTER-PROGRAMS & EQUI	01.500.9634	194865	SI-1608211		P 554 00011
CAVE ENTERPRISES BK#106							
AUGUST 2019	15.40	FOOD FOR PRISONERS	01.500.9226	194844	09/11/219		P 554 00019
COEO SOLUTIONS LLC							
SEPTEMBER 2019	127.64	TELEPHONE	01.500.9120	194725	1025027		P 554 00029
FIRESTONE							
2013 FORD INTERCEPTOR	611.36	REPAIR & MAINTENANCE-VEH	01.500.9420	194845	25901		P 554 00057
2015 FORD INTERCEPTOR	149.99	REPAIR & MAINTENANCE-VEH	01.500.9420	194846	205566		P 554 00056
2017 FORD INTERCEPTOR	52.56	REPAIR & MAINTENANCE-VEH	01.500.9420	194861	88326106		P 554 00058
2011 FORD CROWN VIC	31.98	REPAIR & MAINTENANCE-VEH	01.500.9420	194862	88327701		P 554 00059
	845.89	*VENDOR TOTAL					
ILLINOIS HOMICIDE							
PEDYCORD/MORACH/WILBANKS	675.00	PERSONNEL TRAINING	01.500.9181	194847	09/05/2019		P 554 00089
JEFF GOSSAGE							
TRAINING REIMBURSEMENT	330.39	TRAVEL LODGING MEALS - M	01.500.9182	194807	09/09/2019		P 554 00091
LEXISNEXIS RISK SOLUTION							
AUGUST 2019	150.00	DUES SUBSCRIPT. MEMBERSH	01.500.9140	194848	20190831		P 554 00100
MINER ELECTRONICS CORP.							
OCT NOV & DEC	1,059.00	REPAIR/MAINT COMMUNICATI	01.500.9410	194849	100338		P 554 00108

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
POLICE	.....						
MONARCH AUTO SUPPLY INC.							
2011 FORD CROWN VIC	10.00	REPAIR & MAINTENANCE-VEH	01.500.9420	194850	6981-471136		P 554 00113
SQUAD 1	193.59	REPAIR & MAINTENANCE-VEH	01.500.9420	194851	6981-471584		P 554 00116
2015 FORD INTERCEPTOR	346.92	REPAIR & MAINTENANCE-VEH	01.500.9420	194852	6981-470708		P 554 00111
2015 FORD INTERCEPTOR	101.10	REPAIR & MAINTENANCE-VEH	01.500.9420	194853	6981-470958		P 554 00112
2015 FORD INTERCEPTOR	11.94	REPAIR & MAINTENANCE-VEH	01.500.9420	194854	6981-471242		P 554 00115
PARTS	344.23	REPAIR & MAINTENANCE-VEH	01.500.9420	194855	6981-471215		P 554 00114
	1,007.78	*VENDOR TOTAL					
PACIFIC TELEMANAGMENT SE							
SEPTEMBER 2019	85.80	TELEPHONE	01.500.9120	194856	2026375		P 554 00125
R&R MAINTENANCE FIRE & F							
2015 FORD EXPLORER	60.00	REPAIR & MAINTENANCE-VEH	01.500.9420	194857	11829		P 554 00134
2015 FORD INTERCEPTOR	300.00	REPAIR & MAINTENANCE-VEH	01.500.9420	194858	11822		P 554 00133
2010 FORD EXPLORER	720.00	REPAIR & MAINTENANCE-VEH	01.500.9420	194859	11796		P 554 00131
	1,080.00	*VENDOR TOTAL					
SECRETARY OF STATE							
SUSPENSIONS	20.00	MISCELLANEOUS	01.500.9891	194860	09/04/2019		P 554 00139
UDOS CAR WASH							
AUGUST 2019	30.00	REPAIR & MAINTENANCE-VEH	01.500.9420	194863	194		P 554 00146
VAN DRUNEN FORD CO.							
ANIMAL CONTROL	452.84	REPAIR & MAINTENANCE-VEH	01.500.9420	194864	24584FOWG		P 554 00147
	30,089.35	.....					
FIRE	.....						
AIR ONE EQUIPMENT, INC							
CANNISTERS	416.09	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	194843	147981		P 554 00004
AT & T							
708 753 2442 266 1	169.92	TELEPHONE	01.600.9120	194718	70875.244208		P 554 00008
COEO SOLUTIONS LLC							
SEPTEMBER 2019	127.64	TELEPHONE	01.600.9120	194725	1025027		P 554 00030
COMCAST							
8771 40 050 0180817	149.37	MAINTENANCE-STATION #1	01.600.9431	194721	08/23/19		P 554 00036

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
FIRE	.....						
DILLON PRIM							
REPAIR PARTS	166.43	REPAIR & MAINTENANCE-VEH	01.600.9420	194791	09/09/2019		P 554 00043
KURTZ AMBULANCE SERVICE							
AUGUST 2019	5,662.83	CONTRACT SERVICES	01.600.9020	194816	10281		P 554 00093
MENARDS							
BACK TO SCHOOL BASH DAWN	35.76	PUBLIC EDUCATION PROGRAM	01.600.9185	194736	67523		P 554 00102
COFFEE AND CABLES	34.06	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	194737	67889		P 554 00105
	69.82	*VENDOR TOTAL					
MONARCH AUTO SUPPLY INC.							
FIRE TRUCK	38.22	REPAIR & MAINTENANCE-VEH	01.600.9420	194740	6981470569		P 554 00118
HEADLIGHT	4.02	REPAIR & MAINTENANCE-VEH	01.600.9420	194741	6981470568		P 554 00117
	42.24	*VENDOR TOTAL					
NICOR GAS							
7/26 TO 8/24/19	110.75	UTILITIES	01.600.9180	194743	54122610006		P 554 00123
R&R MAINTENANCE FIRE & F							
2011 FORD EXPEDITION	60.00	REPAIR & MAINTENANCE-VEH	01.600.9420	194745	11656		P 554 00130
WALLY'S TREE SERVICE							
421 MINERVA	100.00	MISCELLANEOUS	01.600.9891	194834	09/06/2019		P 554 00149
	7,075.09	.....					
E.S.D.A.	.....						
A PLUS PROFESSIONAL TOWI							
ESDA EXPLORER	45.00	MISCELLANEOUS	01.700.9891	194773	08/31/2019		P 554 00001
R&R MAINTENANCE FIRE & F							
2005 FORD EXPLORER	240.00	MISCELLANEOUS	01.700.9891	194827	11813		P 554 00132
	285.00	.....					
SENIOR CENTER FUND	.....						
AT & T							
708 753 2439 524 8	94.08	TELEPHONE/INTERNET	01.800.9120	194719	7087453243908		P 554 00007
ZIP TRANSPORTATION LLC							
AUGUST 2019	54.00	TAXI VOUCHER PROGRAM	01.800.9611	194839	406		P 554 00156

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
SENIOR CENTER FUND	.....						
	148.08	.....					
CORPORATE FUND	85,878.11	**TOTAL FUND**					
WATER ACCOUNT		**********					
SEWER & WATER EXPENDITURES	.....						
C & M PIPE & SUPPLY CO.							
PIPING & SUPPLIES	495.00	REPAIR/MAINT - WATER SYS	10.110.9411	194720	11673		P 554 00016
CALUMET CITY PLUMBING							
COTTAGE/GLEN LANSING	4,553.00	REPAIR/MAINT - WATER SYS	10.110.9411	194754	36210		P 554 00017
115 MAIN STREET	4,656.00	REPAIR/MAINT - SEWER SYS	10.110.9450	194776	36305		P 554 00018
	9,209.00	*VENDOR TOTAL					
COEO SOLUTIONS LLC							
SEPTEMBER 2019	127.64	TELEPHONE	10.110.9120	194725	1025027		P 554 00031
COM ED							
0831121030	648.61	ENERGY FOR PUMPING	10.110.9223	194722	08/29/2019		P 554 00033
CONSTELLATION NEW ENERGY							
0691025055	1,715.15	ENERGY FOR PUMPING	10.110.9223	194787	08/30/2019		P 554 00038
CORE & MAIN							
CLIPS	809.97	REPAIR/MAINT - WATER SYS	10.110.9411	194724	L079730		P 554 00039
METERS	296.22	REPAIR/MAINT - WATER SYS	10.110.9411	194788	L118032		P 554 00040
	1,106.19	*VENDOR TOTAL					
DMC SECURITY SERVICES IN							
PUMP STATION #2	66.00	CONTRACT SERVICES	10.110.9020	194727	284961		P 554 00046
MONITOR RADIO KOMER	66.00	CONTRACT SERVICES	10.110.9020	194746	284960		P 554 00045
	132.00	*VENDOR TOTAL					
ELMORE'S LAWN CARE SERVI							
GRASS CUTTING 08/26/19	509.76	LAWN CARE SERVICES	10.110.9021	194796	358		P 554 00052
FLOW-TECHNICS							
WEDGE ANCHOR & SUPPLIES	754.00	REPAIR/MAINT - SEWER SYS	10.110.9450	194797	INV00007525		P 554 00061
IL ENVIRONMENTAL PROTECT							
OCTOBER 2019	17,519.00	IEPA LOAN PAYMENT	10.110.9821	194867	08/19/2019		P 554 00087

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
WATER ACCOUNT		**********					
SEWER & WATER EXPENDITURES	.....						
MENARDS							
BOUNCE AND BOUNTY	18.93	PURCHASE-PERSONNEL EQUIP	10.110.9590	194738	67876		P 554 00103
MULCH MASTERS							
TOPSOIL	252.00	REPAIR/MAINT - WATER SYS	10.110.9411	194742	34702		P 554 00119
SUBURBAN LABORATORIES, I							
WATER TESTING	90.00	CONTRACT SERVICES	10.110.9020	194747	168733		P 554 00141
THORNCREEK MATERIAL							
BACKFILL	2,822.47	REPAIR/MAINT - WATER SYS	10.110.9411	194832	23818		P 554 00145
	35,399.75	.....					
WATER ACCOUNT	35,399.75	**TOTAL FUND**					
TIF-MAIN STREET		**********					
TIF MAIN STREET EXPENDITURES	.....						
IL ENVIRONMENTAL PROTECT							
OCTOBER 2019	62,112.95	IEPA LOAN PAYMENT	62.620.9821	194867	08/19/2019		P 554 00088
	62,112.95	.....					
TIF-MAIN STREET	62,112.95	**TOTAL FUND**					
GLENWOODIE GOLF COURSE		**********					
GOLF COURSE MAINTENANCE	.....						
ARTHUR CLESEN INC.							
PEAT MIX	295.00	MAINT - MUNICIPAL GROUND	70.771.9441	194750	346821		P 554 00005
CONSERV FS							
AKROGOLD	647.56	GAS AND OIL	70.771.9210	194755	105006413		P 554 00037
MINER ELECTRONICS CORP.							
PREMIUM BATTERY	185.00	REPAIR/MAINT IRRIGATION	70.771.9434	194763	14994		P 554 00109
PORTABLE JOHN, INC.							
WEEKLY SERVICE	207.74	EQUIPMENT RENTAL	70.771.9433	194767	238064		P 554 00127

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
GLENWOODIE GOLF COURSE		**********					
GOLF COURSE MAINTENANCE	.....						
REINDERS, INC.							
GOLF SPRINKLERS REPAIR	399.27	PURCHASE-GENERAL TOOLS/E	70.771.9550	194769	180034800		P 554 00135
TURBOTRIM	119.90	REPAIR/MAINT-TURF EQUIPM	70.771.9425	194770	180058300		P 554 00136
	519.17	*VENDOR TOTAL					
TCF EQUIPMENT FINANCE							
TORO GROUNDSMASTER	1,377.58	EQUIPMENT LEASE PAYMENTS	70.771.9838	194771	6165966		P 554 00143
VILLAGE OF GLENWOOD WATE							
AUGUST 2019	1,353.50	UTILITIES	70.771.9180	194838	09/05/2019		P 554 00148
	4,585.55	.....					
GENERAL & ADMINISTRATIVE	.....						
ACUSHNET COMPANY							
TRIAL BAGS	333.20	COGS-GOLF MERCHANDISE	70.773.9701	194833	908007014		P 554 00003
AT & T							
708 758 1233 897 7	107.56	TELEPHONE	70.773.9120	194772	708758123308		P 554 00010
CHICAGO DISTRICT GOLF AS							
AUGUST 2019	150.00	DUES SUBSCRIPT. MEMBERSH	70.773.9140	194777	1938-190		P 554 00020
DMC SECURITY SERVICES IN							
GGC	82.50	REPAIR/MAINT BUILDINGS	70.773.9430	194790	284962		P 554 00047
HARRIS GOLF CARS SALES &							
CART RENTAL	560.00	EQUIPMENT RENTAL	70.773.9433	194808	02-243466		P 554 00077
MIZUNO USA INC - NDC							
PFS AGREEMENT	500.00	COGS-GOLF MERCHANDISE	70.773.9701	194823	6201782 RI		P 554 00110
NADLER GOLF CAR SALES IN							
BEVERAGE CART BRAKES	75.00	REPAIR/MAINT GOLF CARS	70.773.9419	194824	3924771		P 554 00121
NICOR GAS							
20 54 67 180 7	261.52	UTILITIES	70.773.9180	194825	08/23/19A		P 554 00122
	2,069.78	.....					
FOOD AND BEVERAGE	.....						
CLARA'S CATERING							
MAHOGANY/COLLIS WEDDING	3,575.04	BANQUET CATERING	70.775.9722	194778	07/21/19		P 554 00021

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
GLENWOODIE GOLF COURSE		**********					
FOOD AND BEVERAGE	.....						
CLARA'S CATERING							
THORNWOOD HS REUNION	1,588.58	BANQUET CATERING	70.775.9722	194779	08/03/2019		P 554 00022
AFC MENS GOLF OUTING	1,065.00	BANQUET CATERING	70.775.9722	194780	08/10/19		P 554 00023
LABOR 8/23 8/27 9/8	770.75	CATERING EMPLOYEES	70.775.9013	194781	09/11/2019		P 554 00025
WEDDING SET UP	100.00	CATERING EMPLOYEES	70.775.9013	194782	09/01/2019		P 554 00024
	7,099.37	*VENDOR TOTAL					
CLEAROLIE JONES							
SUPPLIES	593.61	COGS-ALCOHOLIC BEVERAGE	70.775.9738	194783	08/13/2019		P 554 00026
SUPPLIES	528.66	KITCHEN/BAR EQUIPMENT	70.775.9730	194784	08/29/19		P 554 00027
	1,122.27	*VENDOR TOTAL					
COZZINI BROS., INC.							
KNIFE SERVICE	24.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	194789	C6954804		P 554 00041
ECOLAB							
CLEANING SUPPLIES	744.88	CLEANING SUPPLIES	70.775.9115	194792	6251436160		P 554 00049
MACHINE RENTAL	152.20	EQUIPMENT RENTAL	70.775.9433	194793	6251455299		P 554 00050
	897.08	*VENDOR TOTAL					
EVIL HORSE BREWING							
DELIVERY 08/21/2019	319.98	COGS-ALCOHOLIC BEVERAGE	70.775.9738	194794	K4586		P 554 00053
GLENWOOD FIRE DEPARTMENT							
DELIVERY 09/09/2018	73.75	COGS-NON-ALCOHOLIC BEV	70.775.9737	194775	56827		P 554 00063
GORDON FOOD SERVICE							
DELIVERY 08/31/2019	121.97	MISC-FOOD SUPPLIES	70.775.9739	194798	766203900		P 554 00069
DELIVERY 08/31/2019	105.98	COGS-FOOD	70.775.9736	194798	766203900		P 554 00070
DELIVERY 08/31/2019	55.92	COGS-NON-ALCOHOLIC BEV	70.775.9737	194799	766203907		P 554 00071
DELIVERY 08/31/2019	8.80	COGS-FOOD	70.775.9736	194799	766203907		P 554 00072
DELIVERY 08/28/2019	34.47	COGS-NON-ALCOHOLIC BEV	70.775.9737	194800	766203811		P 554 00067
DELIVERY 08/28/2019	35.98	COGS-FOOD	70.775.9736	194800	766203811		P 554 00068
DELIVERY 08/24/2019	83.93	COGS-FOOD	70.775.9736	194801	766203701		P 554 00064
DELIVERY 09/05/2019	11.98	MISC-FOOD SUPPLIES	70.775.9739	194802	766204054		P 554 00073
DELIVERY 09/05/2019	56.48	COGS-FOOD	70.775.9736	194803	766204086		P 554 00074
DELIVERY 09/05/2019	6.98	COGS-NON-ALCOHOLIC BEV	70.775.9737	194803	766204086		P 554 00075
DELIVERY 08/27/2019	100.71	MISC-FOOD SUPPLIES	70.775.9739	194804	766203778		P 554 00065
DELIVERY 08/27/2019	67.99	COGS-NON-ALCOHOLIC BEV	70.775.9737	194805	766203779		P 554 00066
	691.19	*VENDOR TOTAL					
GREAT LAKES COCA-COLA							
DELIVERY 09/06/2019	1,104.95	COGS-NON-ALCOHOLIC BEV	70.775.9737	194806	867209721		P 554 00076

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
GLENWOODIE GOLF COURSE		**********					
FOOD AND BEVERAGE	.....						
HELGET GAS PRODUCTS							
CO2 REFILLS	98.58	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	194809	01455666		P 554 00078
CO2 REFILL	96.41	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	194810	01489279		P 554 00079
CO2 REFILLS	59.49	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	194811	01977800		P 554 00080
	254.48	*VENDOR TOTAL					
HIGHLAND BAKING COMPANY							
DELIVERY 08/13/2019	97.53	COGS-FOOD	70.775.9736	194812	0002090535		P 554 00083
DELIVERY 08/29/2019	125.84	COGS-FOOD	70.775.9736	194813	0002104841		P 554 00084
DELIVERY 09/06/2019	69.00	COGS-FOOD	70.775.9736	194814	0002111155		P 554 00085
	292.37	*VENDOR TOTAL					
LAKESHORE BEVERAGE							
DELIVERY 09/11/2019	534.27	COGS-ALCOHOLIC BEVERAGE	70.775.9738	194817	08/29/2019		P 554 00097
DELIVERY 08/08/2019	754.93	COGS-ALCOHOLIC BEVERAGE	70.775.9738	194818	0567420		P 554 00096
DELIVERY	388.58	COGS-ALCOHOLIC BEVERAGE	70.775.9738	194819	0293763		P 554 00094
DELIVERY 06/06/2019	322.89	COGS-ALCOHOLIC BEVERAGE	70.775.9738	194820	0447960		P 554 00095
	2,000.67	*VENDOR TOTAL					
PEPSI-COLA							
DELIVERY 09/05/19	258.17	COGS-NON-ALCOHOLIC BEV	70.775.9737	194826	59494858		P 554 00126
SANDY CHRISTOFANELLI							
REIMBURSE IJP GOLF OUT	490.51	COGS-FOOD	70.775.9736	194786	09/01/19		P 554 00138
SOUTHERN GLAZER'S OF IL							
DELIVERY 08/30/2019	698.90	COGS-ALCOHOLIC BEVERAGE	70.775.9738	194829	2824807		P 554 00140
SWING KING BE THE ONE							
DIGITAL GOLF RENTAL FEE	1,312.75	COMPUTER-PROGRAMS & EQUI	70.775.9634	194830	5239		P 554 00142
WILKENS FOODSERVICE, INC							
DELIVERY 08/29/2019	623.58	COGS-FOOD	70.775.9736	194835	470443		P 554 00152
DELIVERY 08/29/2019	83.79	COGS-NON-ALCOHOLIC BEV	70.775.9737	194835	470443		P 554 00153
DELIVERY 08/29/2019	27.92	MISC-FOOD SUPPLIES	70.775.9739	194835	470443		P 554 00154
DELIVERY 09/05/2019	776.41	COGS-FOOD	70.775.9736	194836	471210		P 554 00155
DELIVERY 08/22/2019	757.38	COGS-FOOD	70.775.9736	194837	469798A		P 554 00150
DELIVERY 08/22/2019	182.60	COGS-NON-ALCOHOLIC BEV	70.775.9737	194837	469798A		P 554 00151
	2,451.68	*VENDOR TOTAL					
	19,092.12	.....					
GLENWOODIE GOLF COURSE	25,747.45	**TOTAL FUND**					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
TIF HALSTED SOUTH		**********					
TIF HALSTED SOUTH	.....						
KEITH'S POWER EQUIPMENT, RENTAL FOR PLAZA	125.00	TIF DISTRICT EXPENSES	73.730.9631	194815	81101		P 554 00092
NICOR GAS METER 4913807	36.58	TIF DISTRICT EXPENSES	73.730.9631	194765	857612599994		P 554 00124
	161.58	.....					
TIF HALSTED SOUTH	161.58	**TOTAL FUND**					
AAAA	209,299.84	*TOTAL APPROVAL PLAN					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	209,299.84						

RECORDS PRINTED - 000156

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	85,878.11
10	WATER ACCOUNT	35,399.75
62	TIF-MAIN STREET	62,112.95
70	GLENWOODIE GOLF COURSE	25,747.45
73	TIF HALSTED SOUTH	161.58
TOTAL ALL FUNDS		209,299.84

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BLUE	CORPORATE	85,878.11
GREN	WATER	35,399.75
MAIN	TIF-MAIN STREET	62,112.95
RED	GLENWOODIE GOLF COURSE	25,747.45
TIFS	TIF HALSTED SOUTH	161.58
TOTAL ALL BANKS		209,299.84

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

DATE ..... APPROVED BY .....

.....

.....

VILLAGE OF GLENWOOD

VENDOR 03099 STI FIREARMS 09/05/2019 Check 55498

FUND & ACCOUNT	P.O.#	INVOICE	DESCRIPTION	AMOUNT
01.500.9200		09/04/2019	WEAPON PURCHASE	3,465.00
			TOTAL	3,465.00

057267

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

VILLAGE OF GLENWOOD
CORPORATE ACCOUNT
ONE ASSELBORN WAY
GLENWOOD IL 60425
FIFTH THIRD BANK
GLENWOOD, ILLINOIS

70-173/710

CHECK NO. 55498

DATE	AMOUNT
09/05/2019	$3,465.00

THREE THOUSAND FOUR HUNDRED SIXTY FIVE AND 00/100 DOLLARS

PAY TO THE ORDER OF
STI FIREARMS
114 HALMAR COVE
GEORGETOWN TX 78628

⑈055498⑈ ⑆071923909⑆ 130001700⑈

Schedule of Bills Recap

Board Meeting 09/17/2019

Corporate Schedule of Bills	$	85,878.11
Manual Ck #55498	$	3,465.00
Total Bills Payable 09/17/2019	$	89,343.11

Fund	Disbursements	
Corporate	$	89,343.11
Sewer & Water	$	35,399.75
TIF Main Street	$	62,112.95
Glenwoodie Golf Course	$	25,747.45
TIF Halsted South	$	161.58
Total All Funds	$	212,764.84

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

DATE _____ APPROVED BY :

_____

_____

_____

EXCLUSIVE LOCATION AND VIDEO GAMING TERMINAL USE AGREEMENT

This Exclusive Location And Video Gaming Terminal Use Agreement (the "Agreement") entered into this 28 day of JUNE, 2019, by and between T's Gaming, LLC, an Illinois limited liability company ("Terminal Operator"), and VILLAGE OF GLENWOOD, an Illinois VILLAGE and licensed by the Illinois Liquor Control Board under the name GLENWOODIE GOLF COURSE ("Licensed Establishment").

RECITALS

Terminal Operator is a licensed Illinois Terminal Operator under the Illinois Video Gaming Act (the "Act"). Its address is: T's Gaming, LLC 12620 127th Street, Alsip, IL 60803.

Licensed Establishment, with permit# IA-00240036 is or shall become a licensed Illinois Licensed Establishment under the Act. Its registered address is 19301 SOUTH STATE ST City: GLENWOOD IL 60425.

AGREEMENT

Terminal Operator and Licensed Establishment agree that Terminal Operator will be the sole and exclusive party to provide for the Licensed Establishment: (i) video gaming terminals, software and related software and hardware ("Gaming Property"); (ii) accounting and reporting functions as required by the Act and Illinois Gaming Board ("IGB") Rules ("Rules"); and (iii) placement of non-gaming but related devices, i.e., ATM/cash station machines and/or redemption machines (and to replace all such existing machines upon their next contracted termination date) and seating furniture ("Related Property"). Licensed Establishment shall have no ownership rights in either Gaming Property or Related Property. VILLAGE OF GLENWOOD will continue operating all current non-gaming relationships. In the event that Licensed Establishment has entered into a prior agreement with another party with respect to Gaming Property, this Agreement will become effective immediately upon the termination of a prior agreement for any reason, including the failure of the other party to timely secure a terminal operator's license.

PURSUANT TO SECTION 1800.270 OF THE RULES, Licensed Establishment shall comply with the duties and responsibilities of licensed video location and will allow terminals to be placed in its location in a prominent, approved location consistent with the Rules and Regulations and will take all reasonable measures to provide for the terminals' proper use and safety. Terminal Operator is not responsible for: (i) any wear and tear of premises caused by video games; or (ii) liability caused after the proper installation or during the operation of video games on premises. Licensed Establishment shall hold harmless and indemnify Terminal Operator for any and all liability seen and unforeseen following such installation and during the operation of the Gaming Property and Related Property. Terminal Operator shall have the right to offset any losses or liabilities against monthly payments owed Licensed Establishment.

PURSUANT TO SECTION 60(d) OF THE ACT, Licensed Establishment understands and agrees to abide by all rules and regulations with respect to the "bank" as required by the Illinois Gaming Board.

PURSUANT TO SECTION 25(c) OF THE ACT, Terminal Operator and Licensed Establishment shall split after tax profits 50% -50% (the "Split").

PURSUANT TO SECTION 60(a) OF THE ACT, a tax must be paid to the State of Illinois prior to the Split. The current tax set by law is 30%.

This Agreement shall commence on the date hereof and remain in effect for a term of _____ (__) years following the date the first Video Gaming Terminal is installed by or on behalf of Terminal Operator and becomes operational at the Premises (the "Term"). During the Term, Establishment hereby acknowledges and agrees to promptly notify Terminal Operator in writing if it is either presented with, or enters into, an agreement with respect to the placement of Video Gaming Terminals on the Premises with any party other than Terminal Operator and to provide Terminal Operator a copy of such agreement. Establishment hereby also agrees to notify Terminal Operator in writing at least sixty (60) days prior to the expiration of the Term if it intends not to renew or otherwise extend this Agreement. Notwithstanding the foregoing, Terminal Operator reserves the right to terminate this Agreement immediately for any reason, including, but not limited to, the IGB requiring such termination. At the termination of this Agreement, Licensed Establishment shall provide reasonable access to its establishment for Terminal Operator to remove the Gaming Property and Related Property. Licensed Establishment represents and warrants that execution and performance of this Agreement will not constitute a breach of any other agreement for the placement of Gaming or Related Property.

This Agreement may be filed with the Recorder of Deeds and/or pursuant to the Illinois Uniform Commercial Code. Execution of this Agreement supersedes and nullifies any and all prior agreements between the parties. This Agreement is the sole and entire Agreement between the parties hereto.

This Agreement shall be binding upon and inure to the benefit of the representative legal representatives, successors and assigns of the parties hereto. This Agreement shall NOT terminate in the event of a sale or relocation of the Licensed Establishment, and a successor of the Licensed Establishment shall be obligated hereunder during the remaining term of this Agreement, subject to the consent of the Terminal Operator to continue this Agreement, which shall not be unreasonably withheld.

PURSUANT TO SECTION 25(c) OF THE ACT, the Parties acknowledge that it is a violation of the Video Gaming Act to offer anything as an inducement for the procurement of a location. NO INDUCEMENT - The Parties expressly acknowledge that nothing of value was offered or received in exchange for the execution of this Agreement

PURSUANT TO SECTION 1800.320 OF THE RULES, the Parties agree to indemnify and hold harmless the state of Illinois, the Illinois Gaming Board and its agents relative to any cause of action arising from this Agreement or an opt out.

Terminal Operator may freely assign and/or transfer this Agreement and its rights and/or obligations hereunder, subject to the Act. Terminal Operator may not assign or transfer its rights and/or obligations hereunder except (a) to another licensed terminal operator, or (b) as may otherwise be permitted by the Act. Terminal Operator shall provide Licensed Establishment with notice in the event of an assignment of this Agreement.

Licensed Establishment will be released from any continuing contractual obligation to Terminal Operator in the event that Terminal Operator has its license revoked or not renewed pursuant to a final order of the IGB or surrenders its license.

The date of installation will be based on the best reasonable efforts of Terminal Operator. Terminal Operator reserves the right to remove the Gaming and Related Property in its sole discretion.

THIS AGREEMENT IS SUBJECT TO REVIEW AND APPROVAL BY THE IGB. THE PARTIES AGREE TO MODIFY ANY PROVISION AS DIRECTED BY THE ILLINOIS GAMING BOARD, INCLUDING RESIGNING A NEW CONTRACT TO COMPORT WITH ANY ILLINOIS GAMING BOARD RULES AND REGULATIONS.

The parties state that they are duly authorized and employed to execute this Agreement on the date first written above.

"TERMINAL OPERATOR"		"LICENSED ESTABLISHMENT"	
By:	Ted Cattoni	By:	
Printed Name	TED CATTONI	Printed Name:	RONALD J. GARDINER
Title:	Managing Member	Title:	VILLAGE PRESIDENT
Date	JUNE 28 2019	Date	7/1/19

Part(ies) soliciting this Agreement on behalf of Terminal Operator: TED CATTONI

Version: 032018

SITE OPTION/LEASE AGREEMENT

This **SITE OPTION/LEASE AGREEMENT** (this "Agreement") is effective the date of the last signature (the "**Effective Date**") of either the Village of Glenwood, a municipal corporation ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner of the real property located at 550 Roberts Dr, Glenwood, IL 60425, as further described on **Exhibit A** (the "**Property**"). The Property includes an above ground municipal water storage tank. The Premises that is the subject of this Site Option/Lease Agreement includes: (1) the exterior portions of the above ground water tank located on the Property where Antennas and cabling will be attached; (2) an area on the interior of the base stem of the water tank of approximately 450 square feet where the equipment necessary for the operations of the antennas will be located so that it will not be visible or otherwise interfere with the use of the Property that is outside of the base stem of the water tower; and (3) an underground area for the transmission of utilities to the equipment. The Premises is generally described on **Exhibit B** (the "**Premises**"). Tenant and Landlord may mutually agree to update the description of the Premises on **Exhibit B** to reflect any agreed upon modifications or changes.

2. Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for one (1) additional one (1) year period unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option on or before the expiration of the first one year option. For the first one year Option Period, Tenant shall pay Landlord one thousand eight hundred and no/100 dollars ($1,800.00). For the second one year option period, Tenant shall pay the Landlord one thousand eight hundred and no/100 dollars($1,800.00).

3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Before, exercising its option the Tenant shall supply the Village with a structural analysis satisfactory to the Village engineer showing that the water tank can properly accommodate the proposed equipment. Before, exercising its option, the tenant shall obtain an approved building permit and revise Exhibit B as mutually agreed to show the actual location of all equipment, antennas cabling and utility connections. Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals. This section shall not be read as to require the Landlord, in its role as a municipal organization, to approve any zoning approvals requested or otherwise circumvent its' own Ordinances or Regulations.

4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business which consists of: (1) the three antenna arrays shown on Exhibit B (3 antenna's in each array) with the necessary cabling serving the Antennas; (2) the equipment located within the interior of the base stem of the existing water tower shown on

Exhibit B; and (3) such underground area needed for utility transmissions. **(**the **"Antenna Facilities"**). The Premises may be used for the construction, installation, operation, maintenance, repair, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**"). Except, any increase in the number of antennas or other communications equipment located on the exterior of water tower shall not be within the scope of the rights granted to the Tenant and shall require additional approval from the Village and an amendment to this Site Option/Lease Agreement. Additional equipment may be added within the 450 square feet of space allocated to the Tenant within the interior stem base of the water tower for no fee or additional consideration after the receipt all required construction permits. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If any portion of the Antenna Facilities need to be temporarily removed because of any construction, maintenance, sandblasting, painting or repairs to the water tower or the Landlord's property, Tenant shall remove same at its cost and have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property or on other Village owned property at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Two Thousand Two Hundred dollars ($2,200.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to one hundred and ten percent (110%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not allow the equipment of any other wireless telecommunications provider to be installed on the Property unless the other wireless telecommunications provider has agreed to operate its equipment in a manner that will not cause interference with the Tenant's equipment. The Tenant shall agree to cooperate with any testing or other efforts that may be necessary identify and prevent any interference with the Tenant's equipment. Tenant shall comply with any FCC process for resolving signal interference with other wireless telecommunications providers and Landlord shall provide all necessary and reasonable assistance in order to so resolve the interference.

8. Utility Services.

a) Tenant shall have the right to connect to and obtain electric power from existing nearby ComEd transmission facilities and the right to maintain, repair, upgrade, remove or replace equipment as necessary to service its use of the Premises. Tenant, at its expense, shall relocate its ComEd service connection if necessary for the maintenance, repair or expansion of the Landlord's structure on the Property. Tenant shall also have the right to install and connect fiber optic service needed for the operation of its equipment on the Premises upon obtaining all permits necessary for same and agrees to relocate any fiber optic line if necessary for the maintenance, repair or expansion of the Landlord's structure on the property. Tenant may install a back-up generator or alternative energy related equipment within the interior of the base stem of the Premises, to service its Antenna Facilities.

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meters for Tenant's utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility connections (collectively, the "**Easements**"). Landlord may require the modification of any such Easements if necessary because of the expansion of the structure on the Property, changing governmental needs for the use of the Property and/or for temporary repairs or maintenance to the Property. Tenant shall be responsible for the cost of the relocation of any of its facilities.

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon one (1) year prior written notice to Landlord, Tenant may terminate this Lease for any or no reason. Landlord may terminate this Lease without further liability, upon thirty (30) days prior written notice to Tenant: for any of the following reasons: (1) Tenants failure to timely pay any property taxes due for the Premises because of Tenant's use of the Premises, including any property taxes imposed on any leasehold interest the Tenant may have in the Property; (2) Tenant's failure to timely pay any amount due to Landlord; (3) Tenants

breach of this Agreement and (4) Tenant's failure to timely pay property taxes due for any other facilities Tenant may have on any other Village owned property.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period of time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period.

13. Taxes. The Property is exempt from property taxes because it is owned by a municipality and used for public purposes. In the event the Landlord loses its property tax exemption for the Property, Landlord shall pay when due all real estate taxes and assessments for the Property imposed on the Landlord. Notwithstanding the foregoing, Tenant shall timely pay all property taxes which are attributable to the presence or installation of Tenant's Antenna Facilities during the Term, including any tax imposed on Tenant's leasehold interest in the Property. If Landlord receives a property tax bill for amounts due, in whole or in part, as a result of the assessment of the Tenant's Antenna facilities, Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable and Tenant shall directly pay same or reimburse the Village if such amount has been paid by the Village. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all

administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/CH98763A

If to Landlord, to:
Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Per the W-9 Form Rent is to be paid to: see above

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, any support structure owned by Landlord, , landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities or their removal from either the water tower and/or the Property. The costs of removing and reinstalling the Facilities from the water and/or the Property shall be paid by the Tenant. In the event it is necessary to temporarily remove any of the Facilities from the water tower/Property, the Landlord and the Tenant shall cooperate on the location of temporary cellular on wheels facility or such other arrangement that shall be mutually agreeable to the parties.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Decommissioning. The Village represents that it currently has no plans to remove the existing water tank on the Property or otherwise cease utilizing the existing water tank as part of its municipal water facility. But, if at some point after the first ten years (10) of this Agreement, the Village determines that it needs to decommission, remove or otherwise cease using the existing water tank, it shall give the Tenant at least two (2) years written notice of such action and this lease shall be terminated as of the date the water tank is removed or decommissioned. Nothing contained herein shall preclude the ability of the Landlord or the Tenant to engage

in negotiations pertaining to an alternate site or arrangement to replace this Agreement upon the removal of the water tank.

22. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C. Landlord represents that the Property is not encumbered by any mortgage.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Village of Glenwood

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

_____

T-Mobile Legal Approval

[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

Property address of 550 Roberts Dr., Glenwood, Cook County, IL 60425
Assessor's tax parcel number of 32-04-100-044-0000; 32-04-100-044-8001

The Property is legally described as follows:
[Enter legal description below or as an attachment(s) A-2, etc.]

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

[Enter Premises description here or on attachment(s).]

EXHIBIT C

Memorandum
of
Lease

After Recording, Mail To:

APN: 32-04-100-044-0000
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Village of Glenwood, a municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to one (1) additional year.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five (5)-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Village of Glenwood

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____

Notary Public

Print Name _____

My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A
Legal Description

The Property is legally described as follows:

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2440
708.752.2406 Fax

September 10, 2019

Mayor Gardiner and Board of Trustees
Village of Glenwood

Re: James Walker Manufacturing

The Finance Committee held a Meeting on Thursday, August 29, 2019 at 6:30 pm in the Glenwood Village Hall. A vote of 3 ayes and 0 nays was taken for the following recommendation.

The Finance Committee recommends to the Board of Trustees to approve a Redevelopment Agreement between the Village of Glenwood and James Walker Mfg. (511 W. 195th Street). The Agreement, if approved by the Board of Trustees, will grant James Walker Mfg. the use of Tax Increment Financing (TIF) funds for improvements not to exceed a total cost of $355,000.00 of TIF eligible expenses.

The structural improvements will maintain and/or increase the value of the building and the related property tax valuations. Capital that is returned via the TIF reimbursement will also assist in accelerating project improvements resulting in additional jobs at the Glenwood facility.

Sincerely,

Leon Moore
Finance Committee Chair

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2440
708.752.2406 Fax

September 9, 2019

The Honorable Ronald J. Gardiner
Board of Trustees
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

Re: James Walker Manufacturing

Dear Mayor Gardiner and Trustees:

The Economic Development Committee held a meeting on Monday, September 9, 2019, and by a vote of 6 Ayes, 0 Nays, 2 Absent their recommendation is as follows:

The Economic Development Committee recommends to the Board of Trustees to approve a Redevelopment Agreement between the Village of Glenwood and James Walker Manufacturing, 511 W. 195th Street, Glenwood, IL 60425. The Agreement, if approved by the Board of Trustees, will grant James Walker Manufacturing the use of Tax Increment Financing Funds (TIF) for improvements not to exceed a total cost of $355,000.00 of TIF eligible expenses.

Sincerely,

Angela Dixon /jva

Angela Dixon, Chairman
Economic Development Committee

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

JAMES WALKER MANUFACTURING CO.

Dated as of September 17, 2019

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the 17th day of September, 2019 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and the **James Walker Manufacturing Co.,** an Illinois Corporation with offices located at 511 W. 195th Street, Glenwood, IL. 60425 (the "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. The Village has, in accordance with the Act, by Ordinances nos. 1991-14, 1991-15, and 1991-16, adopted a Redevelopment Plan and Project, designated the Redevelopment Project Area known as the Glenwood Industrial Park Redevelopment Project Area, and adopted tax increment financing for 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 valorum* 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 Developer is the Owner of the parcel of property that is identified by PIN 32-09-102-006-00000 (the "Subject Property"), which is located in the Glenwood Industrial Park Redevelopment Project Area and legally described as follows:

> Lot 3 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the south 381.65 feet of the northeast ¼ and part of the south 381.65 feet of the northwest ¼ of Section 9, Township 35 north, Range 14 east of the Third Principal Meridian in Cook County, Illinois

D. The Developer desires to renovate and improve the Subject Property pursuant to the Redevelopment Project that is described in this Agreement.

E. The corporate authorities of the Village, after due and careful consideration, have concluded that the Developer's Redevelopment Project for the Subject Property will further the growth of the Village, facilitate the redevelopment of the Industrial Park Redevelopment Project

Areas, 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 jobs to residents of the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

F. No shareholder, officer, director or employee of 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 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

2.1 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.

ARTICLE III
THE REDEVELOPMENT PROJECT

3.1 Redevelopment Project. The "Redevelopment Project" shall be defined as the Developer's completion of the renovation work for the Subject Property that is described in Exhibit A. The Developer's estimated costs for all the Eligible Redevelopment Project costs is $355,000.00.

ARTICLE IV
DEVELOPER'S REQUIRED APPROVALS

4.1 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.

4.2 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 as well as the requirements of any governmental body or agency having any having jurisdiction of any aspect of the Redevelopment Property. Until such requirements have been satisfied, the Developer or other entity shall have no right to proceed with site preparation or construction, and shall not be entitled to apply for or receive any occupancy permits.

ARTICLE V
CONSTRUCTION OF THE REDEVELOPMENT PROJECT

5.1 The Redevelopment Project. In order to further the development of the Redevelopment Project Areas, the Developer proposes to perform the Redevelopment Project as described in Exhibit A. The Parties agree that in furtherance of the objectives of the Redevelopment Project, the Subject Property shall be developed substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time as mutually agreed to by the Parties and as required by law

5.2 Construction of Redevelopment Project. The Developer shall commence construction of the Redevelopment Project no later than 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. 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 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 any applicable 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.

5.3 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 indemnify and save the Village and its officers,

agents, employees, engineers and attorneys (the "Indemnitees") harmless of, from and against such claims, damages, demands, expenses, liabilities and losses. The Developer shall provide satisfactory proof of insurance covering such indemnity of the Village or, if it is self-insured, proof of adequate security for such indemnity.

5.4 **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 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 the 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.

5.5 **Agreement to Pay Taxes**. The Developer agrees 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.

5.6 **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. The Redevelopment Project work shall be completed in all respects by December 31, 2021.

5.7 **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 construction site 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 VI
REIMBURSEMENT OF
REDEVELOPMENT PROJECT COSTS

6.1 Definitions.

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 5/11-74.4- 3(q) of the Act (65 ILCS 5/11-74.4-3(q)) (as now or thereafter provided) that are related to the Redevelopment Project and which are eligible for payment and reimbursement under the Act. "Eligible Redevelopment Project Costs" are "Redevelopment Project Costs" that have received a Certificate of Eligibility pursuant to Section 6.3.

6.2 Reimbursement of Eligible Redevelopment Costs.

(a) The Parties acknowledge that the development of the Redevelopment Project for the Subject Property as provided in Exhibit A and the Village approved plans will be assisted in part by the reimbursement of a portion of the Developer's Eligible Redevelopment Project Costs, as certified by the Village, pursuant to section 6.3. **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY FROM THE TAX INCREMENT REVENUE ACTUALLY RECEIVED BY THE VILLAGE FROM THE SUBJECT PROPERTY THAT IS OWNED BY THE DEVELOPER (PIN: 32-09-102-006-0000) IN A CALENDAR YEAR.** As the tax increment revenue actually received by the Village from the Subject Property in a given calendar year will be reduced by property tax refunds received by the owner of the Subject Property in the same calendar year from prior years' tax appeals of the Subject Property's assessed valuation, if any, the Developer agrees to provide the Village with records of all tax refund amounts that is received by, or credited to it, on and after January 1, 2020, regardless of whether the refund amount is for a previous tax year. The records of refund payments received by, or credited to the Developer, shall be certified and sworn to by the Chief Financial Officer of the Developer. If the determination of the actual tax increment revenue actually received by the Village in a calendar

year is negative, that negative balance shall carry over to the next calendar year for the purpose of determining the actual tax increment revenue received in the next calendar year.

Beginning with the calendar year which begins on January 1, 2020 and for each calendar year thereafter during the duration of the Industrial Park Redevelopment Project Area, the Developer, subject to the payment limitations of this Agreement, shall be reimbursed for its previously unreimbursed Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility in an amount equal to:

(1) 90% of the actual tax increment revenue received by the Village from the Subject Property for the calendar year; and

(b) **Maximum Total Payment.** Notwithstanding any other term or provision of this Agreement, the total sum of all payments received by the Developer shall not exceed the lesser of either: (1) $266,250.00 (Two Hundred Sixty-Six Thousand, Two Hundred Fifty Dollars) or (2) 75% of the Developer's total actual Eligible Redevelopment Project Costs. Developer understands that it shall only be reimbursed for Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility from the actual property tax increment revenue received by the Village from the property taxes paid by the Developer for the Subject Property in the percentage set forth in Section 6.2(a)(1). The identification of a maximum payment amount in this Section 6.2(b) shall not obligate the Village to make any payments other than those required by Section 6.2. Developer understands and expects that it will likely not receive the maximum payment amount set forth in this Section 6.2(b).

(c) **Maximum Term** Developer understands and recognizes that no reimbursement of Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility can be made after the Industrial Park Redevelopment Project Area expires on December 31, 2027.

(d) All the payments due to the Developer pursuant to this Agreement are contingent upon the Developer's continued ownership, occupation and use of the Subject Property.

(e) The Village, in its sole discretion, reserves the right, but does not have the obligation to, advance the reimbursement of any portion of the Developer's unreimbursed Eligible Redevelopment Project Costs.

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

(g) Developer payments due under this section 6.2 shall be payable to James Walker Manufacturing Co.

(h) Developer shall not receive more than 2 payments per calendar year. The first payment in a calendar year shall be made within 60 days after the due date for the 1st installment tax bill I an amount that is estimated by the Village in its discretion. The second payment shall be made within 60 days after the due date for the 2nd installment tax bill. Any delay in the receipt of certified and sworn information from the Developer on the amount of any property tax refunds received shall extend the due date for these payments.

6.3 Certification of Redevelopment Project Costs.

The Developer shall apply for the issuance of a Certificate of Eligibility 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 cost, 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, 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 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.

6.4 Village's Right to Inspect Books and Records.

The Developer agrees that, up to two 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, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices) in order to confirm that reimbursement is being made for Redevelopment Project Costs or other purposes permitted under the Act.

ARTICLE VII
GENERAL PROVISIONS

7.1 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.

7.2 Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party 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. Upon a breach of this Agreement, the non defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, or may be awarded damages for failure of performance. 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.

7.3 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.

7.4 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.

7.5 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.

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

7.7 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 therefor; 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 Coblentz & Donahue
30 South LaSalle, Suite 1624
Chicago, IL 60602

If to the Developer:

James Walker Manufacturing Co.
511 W. 195th Street
Glenwood, IL 60425

7.8 **Assignment.** The Developer agrees that it shall not sell, assign or otherwise transfer its rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

7.9 **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 7.8.

7.10 **Commencement/Termination** This Agreement shall commence on the date that it is last signed by one of the parties. This Agreement shall terminate, even if the Developer has not received the total maximum payment set forth in Section 6.2(b), upon the earlier of the following: (1) the completion of the Redevelopment Project and the reimbursement of all amounts due under this Agreement to the Developer for which a Certificate of Eligibility has been issued by the Village, or (2) the expiration of the Industrial Park Redevelopment Project Area on December 31, 2027 as required by 65 ILCS 5/11-74.4-3.5(a); or (3) upon the termination of this Agreement as result of a default or the operation of any other provision herein.

7.11 **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.

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

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 One Asselborn Way Glenwood, IL. 60425 By: _____ Ronald J. Gardiner Village President Date: _____	**JAMES WALKER MANUFACTURING CO.** 511 W. 195th Street Glenwood, IL. 60425 By: _____ Its: _____ Date: _____
ATTEST _____ Dion Lynch, Village Clerk Glenwood	**ATTEST** _____ Its: _____

EXHIBIT A

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

Completion of the renovation of the Subject Property which shall include the following:

Projects - 2020	**Cost**
Roof repairs	$85,000
AC Unit Replacement	$25,000
Replace office windows	$25,000
Total Estimated 2020 Costs	$135,000

Projects - 2021	**Cost**
Electrical upgrades	$45,000
LED lighting upgrades	$15,000
Back- up generator	$30,000
Tuck Pointing	$15,000
Parking Lot renovation	$50,000
Exterior doors	$10,000
Renovations- Staff lunch area	$25,000
Renovation – Office area	$30,000
Loading Bay Dock	$10,000
Total Estimated 2020 Costs	**$220,000**

Developer's total estimated Eligible Redevelopment Project Costs is $355,000

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 and this Agreement. Developer shall only be entitled to be reimbursed pursuant to the Agreement for costs which constitute a Redevelopment Project Cost as defined in Section 5/11-74.4-3(q) of the Act.

Developer acknowledges and agrees 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 any reimbursement that exceeds the maximum set forth in the Agreement.