BOARD OF TRUSTEES MEETING
TUESDAY, MARCH 17, 2020
7:00 P.M.
AGENDA NO. 2020-3-02

CALL TO ORDER BY *Mayor Ronald J. Gardiner*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK *Dion Lynch*

Consideration of and possible actions on any requests for remote participation in the meeting

PRESENTATION OF MINUTES OF BOARD MEETING MARCH 3, 2020

TREASURER'S REPORT *Toleda Hart*

1. Bills Payable Corporate in the amount of $92,810.34, MFT $7,004.25, Storm Sewer Fund $403.00, Sewer & Water $132,917.32, TIF Industrial Park $438.75, TIF Main Street $62,405.50, Glenwoodie Golf Course $14,559.38, TIF Halsted South $2,643.66.**TOTAL ALL FUNDS $313,182.20.**
2. Payroll as of the date March 13, 2020, Corporate in the amount of $116,169.00, Glenwoodie in the amount of $12,400.00, Sewer & Water $16,424.00, Paid-on-Call Firefighters $22,310.00. **OVERTIME**: Police $6,600.00 ($275.00 of Police Overtime is reimbursable), Calvary Baptist Church $0, Sewer & Water $1,332.00, Public Works $717.00. **TOTAL PAYROLL $175,952.00.**

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

COMMUNICATIONS
MAYOR'S OFFICE:

1. Appointment
2. Request from Glenwood Baseball for a $2,500.00 donation for its 2020 season
3. Approval of Request for Executive Closed Session under Section 2 (c) (5) Real Estate with action to be taken and reason to reconvene at the end of the meeting

ATTORNEY'S REPORT *John Donahue*
Approval of Redevelopment Agreement and Sale of Property to Silken Patel

VILLAGE ADMINISTRATOR *Brian Mitchell*
Approval of an Ordinance amending Article IX of Chapter 14 of the Village of Glenwood's Code of Ordinances to revise Provisions related to the Operation of Queen of Hearts Raffles in the Village of Glenwood

ENGINEER'S REPORT *David Shilling*
Approval of a Resolution Outling an Agreement with South Suburban Mayors and Managers Association and Village of Glenwood Programming Funds for the Projects Listed

DEPARTMENT REPORTS:

A. Finance Report *Linda Brunette*

B. Police Report *Chief Derek Peddycord*

C. Fire/Building Report *Chief Kevin Welsh*

D. Public Works Report *Harrison Maddox*

E. Glenwoodie — *Phillip Robbins*
Report
Approval of 2020 Proposed Rates

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

NEW BUSINESS

OLD BUSINESS
Approval of Engineering Agreement between Village of Glenwood, IL and Robinson Engineering, LLC for Professional Services

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,

Ronald J. Gardiner

Ronald J. Gardiner
Village President

Posted and distributed 03/13/20

MINUTES OF THE REGULARBOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS
HELD AT THE VILLAGE HALL MARCH 3. 2020

The March 3, 2020 Regular Board Meeting was called to order at 7:00 PM by Trustee Paul Styles (Acting Chairman) 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 (Attended remotely), Hadnott, Styles, Winston**

Mayor Gardiner was absent

ALSO IN ATTENDANCE:

Brian Mitchell, Village Administrator; **John Donahue**, Village Attorney; **Chief Kevin Welsh** Fire/Building; Finance Director, **Linda Brunette**; **JoAnne Alexander**; Senior Center/Park Programs; **Toleda Hart**, Village Treasurer; Police Chief **Derek Peddycord; Dave Shilling,** Village Engineer; **Phillip Robbins,** Glenwoodie; **Harrison Maddox;** Public Works Director.

1.) **Motion to allow Senior Trustee Paul Styles to Chair Board Meeting.**

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

Discussion: **Trustee** Hadnott asked, can we have an update on the Mayor**? Trustee** Styles stated, he is still very sick but has had some improvement.

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

Consideration of and possible action on any request for Remote Participation in the meeting.

Trustee: Hadnott moved; **Second by Trustee** Winston to accept the Motion as read.

Discussion: **Trustee** Styles stated, **Trustee** Dawson has not not presented a letter from his job. **Trustee** Dawson stated, I provided the VA and John Donahue with a letter. Trustee Styles stated, I have not seen it. Also the Ordinance allows for a maximum of six remote participation for a Trustee, **Trustee** Dawson has exceeded that. **Trustee** Dawson and Hadnott stated, that it was a motion to draft, it was never

passed. **Attorney** Donahue stated, I believe Trustee Styles is correct, I will have to look into the Ordinance.

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

Ayes: Beckman, Clark, Dawson, Hadnott, Winston

Naes: Styles

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

PRESENTATION OF MINUTES:

1.) **Motion to Approve Board Meeting Minutes February 18, 2020**

Trustee: Winston moved; **Second by Trustee** Beckman to accept the Motion as read.

Discussion: No Discussion

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

Ayes: Beckman, Clark, Dawson, Styles, Winston

Naes: Hadnott

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

TREASURER'S REPORT:

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

Corporate Fund: $192,726.05; **Sewer & Water Account** $21,678.96; **MFT** $24,085.12; **TIF Industrial Park** $975.00; **Glenwoodie Golf Course**: $12,663.87; **TIF Halstead North** $312.00; **TIF Halsted South $2,633.13**
TOTAL ALL FUNDS: $255,074.13

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

Discussion: **Trustee** Hadnott stated, I would like the $15,000.00 check for Auditor to be removed from the Bills Payable. **Trustee** Winston asked, Why are you requesting

that **Trustee** Hadnott? **Trustee** Hadnott replied, I am requesting that because I feel the Audit was incomplete and inaccurate. I have provided questions to **VA** Mitchell to email the Company for clarification and revision, I have not heard back anything. **VA** Mitchell replied, we are going to speak this week. Either Monday or Tuesday. Treasurer Hart replied, for the record the Audit was approved by the Board, they have provided the requested and appropriate mandated services from both the Village and State and have submitted a report. We do risk the possibility of a lawsuit should the Board decide to withhold payment. **Trustee** Winston asked, Both **Trustee** Winston and **Trustee** Hadnott stated we did not vote to approve it, there was no vote. Treasurer Hart stated Audit services was approved by the Board, as Treasurer I would just like to have that on record. **Trustee** Winston called for "point of order" because she is swaying the Board. **Chairman** Styles, replied, you are interrupting her Trustee Winston, allow her to speak. Trustee Winston stated, she is swaying the Board by having that discussion, right now is comment time for the Board, any further comment from the Treasurer does nothing but influence the Board decision, it's the Board prerogative to take action however we see fit. **Treasurer** Hart then replied, as the Treasurer it is my responsibility to make the Board aware of all financial movement I am reporting as such. **Trustee** Winston continued to interject as Treasurer Hart began to talk. **Chairman** Styles, called for order. He then asked Trustee Beckman if he wanted to amend his motion. Trustee Beckman replied no.

Trustee Hadnott then asked, so we are going to approve $15,000.00 in funds when a Trustee or possibly more than one is not satisfied**. Trustee** Dawson asked, **VA** Mitchell, do we have the time to postpone? **Trustee** Beckman stated, we could. They generated the Audit and provided the results, they put it out there. He has some other questions; he just has not gotten the answer, that's no reason to not pay. You have to pay for the service. **Trustee** Winston asked, is there ever a reason not to pay anyone, I notice we are still paying Heritage. **VA** Mitchell stated he only had three questions to be answered; **Trustee** Dawson had the same questions, as **Trustee** Hadnott. Yesterday **Trustee** Dawson and I talked about all of his concerns that both he and **Trustee** Hadnott were on an email thread. We both discussed them, it's just **Trustee** Hadnott and I have not had an opportunity to discuss this yet.

Trustee Winston asked, there were about $2,000.00 in payments to John Donahue why the increase this month. **Attorney** Donahue replied, I don't believe there has been an increase. I would be happy to go through the bills with you. As far as the Plaza there is always work there Redevelopment agreements, TIF work etc.

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

Ayes: Beckman, Clark, Dawson, Styles

Naes: Hadnott, Winston

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2) **Motion to Approve Payroll as of the date, February 28, 2020 as presented by the Treasurer Hart**

Corporate: $113,299.00; **Glenwoodie**: $11,261.00; **Sewer & Water**: $16,680.00

OVERTIME: **Police**: $4,406.00 ($0 of Police Overtime reimbursable); **Sewer & Water**: $1,611.00; **Public Works** $868.00; **Calvary Baptist Church** $330.00; **Elected Positions** $5,833.00. **TOTAL PAYROLL: $171,141.00**

Trustee: Hadnott moved; **Second by Trustee** Clark 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:

Miriam Slaughter
A. Thanked **Trustee** Hadnott for voting no to the meeting Minutes. My question regarding the $200,000.00 transfer and when Trustee Styles stated it was not $200,000.00 it was $50,000.00 you did correct and state it was $200.000.00 and also I stated the increase for Glenwoodie banquet Coordinator was not approved by the Board, the extra $10,000.00. Correction it was approved but Trustee Styles, you stated it was an agreement made at the time of hire which the Board never saw.

B. She then asked VA Mitchell to post any and all Committee meeting minutes on the Village website and meeting dates and times on the website calendar.VA Mitchell replied, certainly I will look into that.

C. She asked for an update on the Mayors status, what Ordinance say in the event of the Mayor being ill, how long he will be out and if there has to be an acting Mayor**. Attorney** Donahue replied, Ordinance does not address that, its addressed d by statue. If he is unable to proceed because of a disability and or he vacate his office. There are procedures and statues to follow that. VA Mitchell stated, I did speak to the Mayor he was released from the Hospital he hopes to be back into the office this week.

COMMUNICATIONS:

MAYOR'S OFFICE:

1.) **Approval of a Reestablishing a Complete Streets and Green Infrastructure Policy for the Village of Glenwood.**

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

Discussion: **Trustee** Winston asked, is this something we are doing symbolically? Because I really don't see anywhere where we have increased bicycling in town, we haven't increased the width of the sidewalks. Is this just a resolution to get access to money or something? **Engineer** Shilling replied, a month or so ago we announced South Suburban Mayors and Managers had an open call for projects to fill up their 5 year infrastructure plan. We submit this directly to the SSMMA having a policy gives us bonus points ultimately higher ranking when we are compared to other municipalities when bid awarding takes place. The resolution simply states when there is big construction and or redevelopment that we would make those complete streets and Green improvements. **Trustee** Winston stated, this Resolution is something we had in place since 1994? This isn't a new resolution, how do we start implementing these new things. **Eng**. Shilling replied it will give you bonus points; no you don't have to approve it. It is a good thing to have.

Trustee Beckman asked, so this will not cost us anything? **Eng** Shilling replied no. **Trustee** Hadnott asked, should we revisit this for time to come up with a plan for street repair, bike lane. **Eng** Shilling replied, the details would come into a revised plan, a comprehensive study. **Trustee** Dawson asked, when it comes to Plaza, storm water, green roofs would get us bonus points but it would not give the Developer incentive to really do it. Trustee Styles replied, this does not cover private development, just public way.

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

2.) **Approval of a Resolution for the Village of Glenwood to apply for 2020 CDBG funding for Young and Center Street in the Forest Subdivision.**

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

Discussion: **Trustee** Hadnott asked, would that cover sidewalks there? There is an area on Young Street that has no sidewalks. **Eng** Shilling replied, it is the direction of the Board to design and include the construction of sidewalk, it is eligible expense. Trustee Hadnott stated, I had a couple complaints from people that live there, kids have to walk in the street from school, things like that.

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

Approval for Request for Executive Closed Session under Section 2(c) Real Estate and Section 2 (c) (11) litigation with action to be taken and reason to reconvene at the end of the meeting.

Trustee: Winston moved; **Second by Trustee** Dawson to accept the Motion as read.

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

ATTORNEY REPORT

Approval of Ordinance regarding Text Amendment and Special Use for Tuscan Garden.

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

Discussion: **Trustee** Hadnott asked, we also discussed having a Hemp growing business there, should we include everything now? **Attorney** Donahue replied, yes he should. This Text Amendment is for the entire lot. **Trustee** Dawson asked, how does the fact that he has an automobile shop need to be a separate zoning. **Trustee** Styles stated, he does not have an automobile shop all I've seen is a paint booth. **Trustee** Dawson replied, he's got the paint booth, he's got lifts, **Chief** Welsh replied, in Zoning Article 8 Section 8.03 automobile repair isn't allowed authorized use under that zoning. He would not have to come back for consideration for special use. This was created, for the things that did not fit the current designation of 8.03 of Zoning. **Trustee** Dawson stated so he can't use that space for Banquets, etc. **Chief** Welsh replied sure. **Trustee** Styles stated, he cannot use the automobile space. **Trustee** Dawson asked, if the PIN is included, how do we eliminate it? **Chief** Welsh replied, it's allowable. **Trustee** Winston asked where the Zoning Board recommendation is. **Chief** Welsh replied, it's in your packet? **Trustee** Winston asked the language in the Zoning states "similar use" we are basing that on the fact people are going to be eating there before? **Attorney** Donahue replied, the previous owner had primary use as being car shop. With the building being used for gathering/meeting space eating space for the members of the club. Now that has become the primary use. That space will be used for gatherings, banquets, eating, etc. **Trustee** Winston asked, don't we need to be a little more descriptive in this document? To make certain we identify what we mean by similar. **Attorney** Donahue replied, it's similar use! I think it's appropriate as it is. If it the Board desire to change we can do that, I think it's inappropriate. He's only allowed to do what's in the text amendment. **Trustee** Dawson asked, would there be any fees if he has outdoor entertainment

coming in? **Chief** Welsh replied, the only fee we have is $10 for ramification. **Trustee** Dawson asked, I know we were anticipating revenue from liquor sales. How do we make sure we get the sales tax from liquor sales? **Chief** Welsh replied in the bar package the sales tax will be broken down, he has to pay the state.

VILLAGE ADMINISTRATOR:

Consideration to amend Ordinance addressing Queen of Heats Raffles to include additional Party.

Trustee: Beckman moved; **Second by Trustee** Dawson to accept the Motion as read.

Discussion: **Rob Martin**, Owner of Station Bar, approached the Board to ask for an Ordinance change so that his business would be allowed to do the Queen of Hearts Raffle. **Trustee** Winston asked, Queen of Hearts isn't that for institutions, schools? How does that tie in? **Chief** Welsh replied, when we did this Ordinance, it was on the hills of what was happening in Northern Suburbs there was lots of discussion about what impact this has on emergency service. Since this concept came up, the Queen of Hearts has become pretty watered down; almost on every corner you see it being advertised. In this case, at Glenwoodie we've had no instance at all at Glenwoodie. Turn out is not massive; it's all been calm and peaceful. **Brian D**. President of Homewood Baseball (Private club as well as a little league baseball-International Organization) Homewood, Chicago Heights, Glenwood and Olympia Fields under the Ordinance of our Charter. This allows us to summon kids to not only play little league Baseball but also travel baseball.

Because we are little league Charter we are affiliated with an Organization 501c3 but it's also a charitable Organization for a number of years. There is a waiver where the Village can waive the scenario for the state law; I can get you the language. **Trustee** Hadnott asked why we don't table this until we get that legal language so we don't violate any laws. **Trustee** Beckman stated, they are asking for a second license for a Queen of Hearts Raffle with all the proceeds going to Nonprofit with Restaurant or bar getting the benefit of holding that raffle. **Chief** Welsh replied, correct. **Trustee** Hadnott stated, I just want to be sure the charitable part is correct. **Trustee** Dawson stated, so we would just be making a motion for research and draft, not to approve? **Trustee** Styles research and draft. **Trustee** Hadnott rescinded his motion to table.

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

Trustee Dawson asked, can we put in a option a highest and best use survey for the Plaza, I know both I and **Trustee** Hadnott mentioned it to you. Can we get some motion on that? **VA** Mitchell replied yes, we can start working on that. **Trustee** Winston asked, VA Mitchell have we started to look at a master plan for have we want that Plaza to look? **VA Mitchell** replied we have not. We know there are a few Companies out there, when you look at the highest and best use, notwithstanding what they are going to do. They are going to ask what vision does the Village have. **Trustee** Winston stated, I guess my concern is the more people who show interest will ask about a plan or direction, we need a direction. VA Mitchell stated, we will discuss further in closed session.

ENGINEER'S REPORT:

Eng. Shilling thanked the Board for the two resolutions. He also stated CDBG is due on the 13th Federal funds for the Streets are due on the 24th so we will be working the next couple weeks to get those in.

Trustee Hadnott stated he was going to provide a small explanation of the term "assemblage" that's the term we use for vacant land. So far we've done a terrible job of Assemblage at the Glenwood Plaza**. Trustee** Winston asked, how many people have made contact**. VA** Mitchell replied I've received two calls. **Trustee** Hadnott asked why the COW meeting cancelled was. I prepared a lot of information for the Plaza and the Old Theatre parcel. I understand the Mayor is sick, but business must go on. **VA Mitchell** replied, the Mayor's direction was that it was cancelled because he wanted to participate in the meeting and he wanted to hear everyone's ideas and have full discussion with the Board. **Trustee** Hadnott asked, can we schedule a COW meeting for upcoming months. VA Mitchell replied, I will ask the Mayor. **Trustee** Winston stated, so the Mayor can just cancel a meeting? **VA** Mitchel replied, he requested the meeting be cancelled.

FINANCE:

Dir Brunette replied, monies from video gaming at Glenwoodie monies are broken down in the report. We are currently working on the budget. Mailing for the Vehicle stickers will be March 27th Vehicle stickers will go on sale April 1st

POLICE:

Chief Peddycord stated, in February majority calls were domestic and alarms. There was a firearm discharge in the Apartments on 400 block of 192nd Street. Beware of the Company your kids keep. Our Det. participated in a

homicide in Sauk Village and Chicago Heights. Last week myself, some Sgt and other Detectives had lunch with the 7th and 8th graders at Brookwood School. The Dept. has had additional training in body camera operations. Chief concluded by encouraging Residents to beware as tax season is approaching, not to get lured into tax scams.

FIRE BUILDING:

Chief Welsh stated, Fire and Police Commission announced they will be holding an entry level exam for Firefighter Paramedic on March 14th at Village Hall. Information is on Village website. As spring approaches, don't be alarmed. Inspectors are out we need to get our lawns in order. This past weekend we had two calls with double drowning in a detention pond, we lost two lives. In Aquila Park, there was a older girl who had climbed into a child's swing and had gotten stuck, we had to saw the piece off to remove her. Finally time moves forward this weekend, also batteries in smoke detectors need to be replaced, it is now a mandatory law they be replaced every 10 years. We have a program where we can get the 10 year battery detector as long as we come and put them out. **Trustee** Hadnott, thanked Phil Werner and other Firefighters for assisting his sister at Glenwoodie whom had fallen. **Chief** Welsh replied, COVID-19 We have had talk in staff, Fire Commission has put plans in place. We don't see any increase now. But we will continue to stay on top of it, continue to wash hands, hug less avoid as much contact as possible.

PUBLIC WORKS:

Director Maddox stated, we had a power outage this evening. Attended meeting with South Suburban Water Works Association where we received changes and compliance with EPA. We are compliant with all residuals and things coming down the pipeline. **Trustee** Hadnott asked, if PW could check Arquilla Park as there is still debris from the fire. **Director** Maddox replied, yes. **Trustee** Beckman asked about getting Roads resurfaced, can you keep us abreast of that? **Eng**. Shilling stated I spoke to the Contractor we will be the first they handle coming into Spring/Fall. They are going to start with curb and sidewalk first. Trustee Winston asked how we are doing with the Truck. **Director** Maddox replied it was shipped on the 16th. I expect to receive it within the next week or two

GLENWOODIE:

Phil stated, All the snow is gone, we opened the doors yesterday. We've maintained maintenance as much as we could. We are preparing for a successful spring, which will hopefully help recover our loss form all the rain.

SENIOR/PARK PROGRAMS:

Director Alexander stated, as requested by **Trustee** Hadnott we had an Economic Development meeting on February 10 agenda regarded Chief Welsh who gave a report starting from 394 to main and Industrial areas ending at Delta Sonic. Topic included the Plaza, vacant land and properties. Next scheduled meeting is March 10, 2020 at Village Hall starting at 6:30pm. She also stated Easter Egg Hunt will be April 4th

from 10:30 to 11:30 located at Hickory Glen Park. Easter Bunny and Fire and Police Officers will be present

NEW BUSINESS:

Trustee Hadnott stated, I usually bring stuff up, but it never makes it back to the agenda so I've given up. **Trustee** Dawson asked VA Mitchell I know you said we could get highest and best use, is that something we need on the agenda to get approved? **VA Mitchell** replied, I can come back with concepts, once you see cost, depending how far we want to go will determine.

OLD BUSINESS:

Trustee Winston asked, did we get the Dog Ordinance over to the Attorney yet. **Chief** Peddycord replied, I sent over what I had to the Attorney. **Trustee** Hadnott asked what's new on the Bid opening for IT? **VA** Mitchell replied the dates for the Bid opening will be March 10th Bids have to be turned in by 5pm. On March 11th we will open Bids at Village Hall, we have three companies so far.

OPEN TO THE PUBLIC:

Natalie Newman
Wanted to reiterate what a previous Resident had stated. If we could have all Committee meeting minutes and schedule posted on the website that would be great. She also asked where was the most recent public notice posted for the meeting, I didn't get the notice on my phone. **Trustee** Styles replied it was posted on the Board. Attorney Donahue stated it should have also been posted in the newspaper.

Miriam Slaughter
She stated, Attorney Donahue, as it relates to the cease and desist letter that was sent out for the gas station on Main. Was there a time line given? **Attorney** Donahue replied, I told them it needed to be removed immediately. **Trustee** Styles stated, did you know that's not the seal of the Village? Miriam replied, it's very similar. Trustee Styles replied similar yes but not the same, it has a Doritos bag on it colors are not the same. She then asked, does the Village have a responsible bidders Ordinance. Attorney Donahue replied, we did at one point but I believe some Amendments were made to that. Whatever we have should be in the Ordinance. She then asked about the Community Survey, any update? **Trustee** Styles replied, soon as the Mayor calls it.

Christine Duvauchelle
Stated, **Trustee** Hadnott has been telling Residents that Batter and Berries intended on coming to Glenwood and that there was a letter of intent. Can you tell me who that letter of intent was directed to? **Trustee** Dawson stated, the most information that I can give you is a Corporation who came, who was named as a Corporation because they wanted to remain nameless. We did put in a letter of intent to purchase the old Burger King property. I was allowed to walk though unofficially to see what type of condition it was

in. We did want to move forward, but unfortunately we were not allowed to move forward. There was no conversation that went further after expressing we were still interested In the property. **Trustee** Dawson stated, I had a contract drawn up for a letter of intent to purchase the property. Ms. Duvauchelle replied, but it wasn't sent or given to anyone in Village Hall? **Trustee** Dawson stated it was given to everyone on the Board. **Trustee** Hadnott stated, I remember the presentation I was in the audience, I was not on the Board but there was a letter of intent. **Trustee** Styles, Clark and Winston stated I never received a letter of intent. **Trustee** Dawson stated, **Mayor** Gardiner and **Attorney** Donahue had a copy. Attorney Donahue replied, I don't remember it. Trustee Dawson suggested maybe we can look at the minutes but everyone had the document. Ms. Duvauchelle stated it's not a question of whether you made the presentation, I'm referring to the letter; the actual letter where is it? Trustee Beckman stated, I know he had come up several times, he stated he had people interested in it, and this process was also being done by a Developer so we didn't have much say at the time. Secondly we kept asking for a letter in intent and we never got it, even though he said he had it, we never got it. **Trustee** Dawson stated, contrary to that you guys got it 100% he also stated Kevin Welsh and Brian Mitchell should remember. This is how I was able to get in.

Mrs. Briggs (Life Builders)
Stated, the US Census count is very important. We have information in English and Spanish. We are having a Census outreach event which will be at Glenwoodie April 4th from 11am until 2pm we will also have Brunch, line dancing, we will also honor Firefighters. This is crucial this is funding we need for Glenwood and our communities. This year Census has to be done online and by phone. Trustee Winston stated, for seniors and people who aren't tech savvy, we can assist? Mrs. Briggs replied yes.

Bret Thompson
Asked about a point of clarification, you stated during your previous comment related to the letter of intent that you were a Resident "then" so for clarification are you not a Resident of Glenwood? Trustee Dawson stated, at the time I made the presentation I was just a Resident not an elected official that's all I was trying to convey. Absolutely I am a Resident of Glenwood.

MOTION TO ADJOURN:

Motion to adjourn into closed session

Trustee: Beckman moved; **Second by Trustee** Clark 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

Returned from closed session 8:52pm

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

Trustee Dawson attended the meeting remotely

MOTION TO ADJOURN

Trustee: Styles moved; **Second by Trustee** Hadnott 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 March 3, 2020 Board Meeting adjourned at 8:55 PM.

_____

Dion Lynch, Village Clerk

Report Selection:

RUN GROUP... 031720 COMMENT... BOARD 03/17/2020

DATA-JE-ID	DATA COMMENT
W-03172020-872	BOARD 03/17/2020

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	234.34	VOLUNTARY EMPLOYEE DED P	01.000.2119	196910	4478624-021460		P 872 00036
FIDELITY SECURITY LIFE							
MARCH 2020	411.30	VOLUNTARY EMPLOYEE DED P	01.000.2119	196911	164237294		P 872 00056
LOCAL #681							
REISSUE CK #55409	232.00	VOLUNTARY EMPLOYEE DED P	01.000.2119	196839	03/04/2020		P 872 00082
	877.64	.....					
ADMINISTRATION	.....						
AZAVAR AUDIT							
UTILITY AUDIT	7.39	UTILITY CONSULTING	01.100.9178	196905	149408		P 872 00014
UTILITY AUDIT	130.69	UTILITY CONSULTING	01.100.9178	196906	149411		P 872 00017
UTILITY AUDIT	17.60	UTILITY CONSULTING	01.100.9178	196907	149410		P 872 00016
UTILITY AUDIT	30.26	UTILITY CONSULTING	01.100.9178	196909	149409		P 872 00015
	185.94	*VENDOR TOTAL					
CAREERBUILDER							
ADMINISTRATION	101.50	CONTRACT SERVICES	01.100.9020	196859	AUR1168608		P 872 00020
COEO SOLUTIONS LLC							
MARCH 2020	93.30	TELEPHONE	01.100.9120	196860	1031587		P 872 00031
COMCAST							
8771 40 050 0018256	2.11	COMPUTER-PROGRAMS & EQUI	01.100.9634	196862	02/21/2020		P 872 00042
GARVEY'S OFFICE PRODUCTS							
OFFICE SUPPLIES	127.39	OFFICE SUPPLIES	01.100.9111	196869	PINV1877065		P 872 00061
OFFICE SUPPLIES	86.29	OFFICE SUPPLIES	01.100.9111	196870	PINV1876223		P 872 00059
	213.68	*VENDOR TOTAL					
HOMEWOOD DISPOSAL SERVIC							
FEBRUARY CHARGES	51,236.41	HOMEWOOD DISPOSAL	01.100.9888	196929	6893957		P 872 00066
HOMEWOOD FLORIST							
JONES/NADINE	105.60	DONATIONS/MEMORIALS	01.100.9187	196912	253108		P 872 00067
FREEMAN/ALVIN	118.95	DONATIONS/MEMORIALS	01.100.9187	196930	253150		P 872 00068
	224.55	*VENDOR TOTAL					
JOANNE ALEXANDER							
VETERANS PARTY 02/22/20	106.76	DONATIONS/MEMORIALS	01.100.9187	196834	03/03/2020		P 872 00074

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
ADMINISTRATION	.....						
LANER MUCHIN							
MARCH 2020	2,772.31	LEGAL SERVICES	01.100.9151	196898	580178		P 872 00080
PITNEY BOWES							
LEASE POSTAGE MACHINE	503.31	POSTAGE	01.100.9114	196881	3103773329		P 872 00117
PITNEY BOWES PURCHASE PO							
POSTAGE	84.98	POSTAGE	01.100.9114	196880	02/21/2020		P 872 00118
ROSENTHAL, MURPHEY							
FEBRUARY 2020	3,908.11	LEGAL SERVICES	01.100.9151	196978	02/26/20		P 872 00132
	59,432.96	.....					
PUBLIC WORKS	.....						
AIDE RENTALS & SALES							
FLOOR MACHINE RENTAL	136.74	REPAIR/MAINT MUNICIPAL B	01.300.9430	196919	124328-1		P 872 00001
AL WARREN OIL CO. INC.							
FUEL	737.42	GAS AND OIL	01.300.9210	196917	W1295224		P 872 00005
ALTERNATIVE ENERGY SOLUT							
VILLAGE HALL POLICE DEPT	400.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	196923	39583		P 872 00007
AUTO PLUS AUTO PARTS							
GREASE FITTING	13.28	REPAIR & MAINTENANCE-VEH	01.300.9420	196856	05141060681		P 872 00012
CENTRAL STATES AUTOMATIC							
SERVICE 02/14/2020	1,695.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	196858	25577		P 872 00021
CINTAS							
FIRST AID SUPPLIES	151.01	PURCHASE-GENERAL TOOLS/E	01.300.9550	196924	5016109294		P 872 00026
COM ED							
0612091031	844.42	ENERGY STREET LIGHTING	01.300.9221	196863	03/03/2020		P 872 00038
COMCAST							
8771 40 050 0136801	235.31	UTILITIES	01.300.9180	196921	02/27/2020		P 872 00044
DMC SECURITY SERVICES IN							
PW GARAGE	82.50	REPAIR/MAINT MUNICIPAL B	01.300.9430	196865	287177		P 872 00049

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
PUBLIC WORKS	.....						
EXPERT CHEMICAL & SUPPLY							
CLEANING SUPPLIES	255.12	CLEANING SUPPLIES	01.300.9115	196868	851423		P 872 00054
CLEANING SUPPLIES	833.93	CLEANING SUPPLIES	01.300.9115	196927	851489		P 872 00055
	1,089.05	*VENDOR TOTAL					
K & M TIRE							
CAR #21 TIRES	522.48	REPAIR & MAINTENANCE-VEH	01.300.9420	196938	421723944		P 872 00075
MENARDS							
SPRAY BOTTLES	13.12	CLEANING SUPPLIES	01.300.9115	196840	80378		P 872 00090
VEHICLE MAINT SUPPLIES	42.17	REPAIR & MAINTENANCE-VEH	01.300.9420	196841	80368		P 872 00089
TOTE	16.89	REPAIR/MAINT MUNICIPAL B	01.300.9430	196843	79877		P 872 00086
SUPPLIES	91.79	REPAIR/MAINT MUNICIPAL B	01.300.9430	196873	79886		P 872 00087
RUBBER HOSE AND NOZZLE	52.97	REPAIR/MAINT MUNICIPAL B	01.300.9430	196874	80330		P 872 00088
SUPPLIES	19.77	CLEANING SUPPLIES	01.300.9115	196875	80396		P 872 00091
BLDG. MAINT. SUPPLIES	97.25	REPAIR/MAINT MUNICIPAL B	01.300.9430	196934	80776		P 872 00093
	333.96	*VENDOR TOTAL					
RELIANCE SAFETY LANE & S							
SAFETY INSPECTIONS	99.00	REPAIR & MAINTENANCE-VEH	01.300.9420	196888	117997		P 872 00124
ROBINSON ENGINEERING,LTD							
2020 MISC ENGINEERING	205.50	ENGINEERING SERVICES	01.300.9685	196885	20020313		P 872 00130
STONY TIRE INC							
TIRE REPAIR	25.50	REPAIR & MAINTENANCE-VEH	01.300.9420	196851	1-152796		P 872 00143
UNIFIRST CORPORATION							
MATS	92.57	REPAIR/MAINT MUNICIPAL B	01.300.9430	196942	160 0182941		P 872 00151
	6,663.74	.....					
POLICE	.....						
AL WARREN OIL CO. INC.							
FUEL	2,026.46	GAS AND OIL	01.500.9210	196917	W1295224		P 872 00006
AT & T							
708 753 2449816 6	14.73	TELEPHONE	01.500.9120	196893	708753244902		P 872 00010
CAREERBUILDER							
POLICE DEPT	27.50	MISCELLANEOUS	01.500.9891	196859	AUR1168608		P 872 00019

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
POLICE	.....						
CINTAS							
SUPPLIES FIRST AID	301.95	OFFICE SUPPLIES	01.500.9111	196895	5016109291		P 872 00025
COEO SOLUTIONS LLC							
MARCH 2020	93.30	TELEPHONE	01.500.9120	196860	1031587		P 872 00032
FIRESTONE							
2016 CHEVY TAHOE	461.67	REPAIR & MAINTENANCE-VEH	01.500.9420	196896	210389		P 872 00057
HOMEWOOD DISPOSAL SERVIC							
20 YARD RETRIEVE	380.00	REPAIR/MAINT MUNICIPAL B	01.500.9430	196943	6877264		P 872 00065
MINER ELECTRONICS CORP.							
APR MAY JUNE 2020	1,059.00	REPAIR/MAINT COMMUNICATI	01.500.9410	196899	100569		P 872 00098
MONARCH AUTO SUPPLY INC.							
2013 POLICE INTERCEPTOR	89.66	REPAIR & MAINTENANCE-VEH	01.500.9420	196900	6981-487431		P 872 00101
MUNICIPAL SYSTEMS, INC.							
FEBRUARY 2020	541.67	MUNICIPAL SYSTEMS	01.500.9153	196944	18772		P 872 00105
FEBRUARY 2020	200.00	MUNICIPAL SYSTEMS	01.500.9153	196945	18773		P 872 00106
	741.67	*VENDOR TOTAL					
NORTH EAST MULTI REGIONA							
DEFENSE TACTIC TRNG	240.00	PERSONNEL TRAINING	01.500.9181	196849	270491		P 872 00115
DEFENSE TACTIC TRNG	240.00	PERSONNEL TRAINING	01.500.9181	196850	270489		P 872 00114
	480.00	*VENDOR TOTAL					
PACIFIC TELEMANAGMENT SE							
MARCH 2020	7.80	TELEPHONE	01.500.9120	196901	2038844		P 872 00116
R&R MAINTENANCE FIRE & F							
2013 FORD INTERCEPTOR	300.00	REPAIR & MAINTENANCE-VEH	01.500.9420	196902	12161		P 872 00120
ROSENTHAL, MURPHEY							
FEBRUARY 2020	675.00	LEGAL SERVICES	01.500.9151	196978	02/26/20		P 872 00133
SIRCHIE FINGER PRINT LAB							
SOCK HOOD	140.90	PURCHASE-GENERAL TOOLS/E	01.500.9550	196903	0435826-IN		P 872 00141
UDOS CAR WASH							
FEBRUARY 2020	40.00	REPAIR & MAINTENANCE-VEH	01.500.9420	196946	216		P 872 00149

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
POLICE	.....						
UNIFIRST CORPORATION							
MATS PD	92.41	REPAIR/MAINT MUNICIPAL B	01.500.9430	196947	0182942		P 872 00150
VAN DRUNEN FORD CO.							
2015 POLICE INTERCEPTOR	1,914.74	REPAIR & MAINTENANCE-VEH	01.500.9420	196854	FOCS66681		P 872 00152
2015 POLICE INTERCEPTOR	1,798.09	REPAIR & MAINTENANCE-VEH	01.500.9420	196904	FOCS66827		P 872 00153
	3,712.83	*VENDOR TOTAL					
	10,644.88	.....					
FIRE	.....						
AL WARREN OIL CO. INC.							
FUEL	1,143.83	GAS AND OIL	01.600.9210	196917	W1295224		P 872 00003
AT & T							
708 753 2442 2661	189.96	UTILITIES	01.600.9180	196855	708753244202		P 872 00009
AUTOZONE STORE 3554							
PARTS	62.97	REPAIR & MAINTENANCE-VEH	01.600.9420	196894	3554358070		P 872 00013
CHICAGO TRIBUNE							
601 W. HOLBROOK RD	84.00	LEGAL FEES ZONING	01.600.9154	196972	016992670000		P 872 00024
COEO SOLUTIONS LLC							
MARCH 2020	93.30	TELEPHONE	01.600.9120	196860	1031587		P 872 00034
COMCAST							
8771 40 050 0180817	145.80	MAINTENANCE-STATION #1	01.600.9431	196861	02/23/2020		P 872 00043
8771 40 050 0000981	101.24	MAINTENANCE-STATION #2	01.600.9432	196973	02/28/2020		P 872 00045
8771 40 050 0000973	50.62	MAINTENANCE-STATION #1	01.600.9431	196974	02/2/2020		P 872 00041
	297.66	*VENDOR TOTAL					
GARVEY'S OFFICE PRODUCTS							
OFFICE SUPPLIES	26.58	OFFICE SUPPLIES	01.600.9111	196870	PINV1876223		P 872 00060
HERITAGE TECHNOLOGY SOLU							
HOSTED EMAIL ACCOUNT	38.85	COMPUTER-PROGRAMS & EQUI	01.600.9634	196838	213275		P 872 00063
ILLINOIS FIRE CHIEFS							
CHIEF WELSH/CAP WELSH	200.00	DUES,SUBSCRIPT.MEMBERSHI	01.600.9140	196897	2020-890		P 872 00071
KURTZ AMBULANCE SERVICE							
EMS SERVICE AGREEMENT	5,662.83	CONTRACT SERVICES	01.600.9020	196933	10458		P 872 00077

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
CORPORATE FUND		**********					
FIRE	.....						
MENARDS							
STATION 1 SUPPLIES	27.97	MAINTENANCE-STATION #1	01.600.9431	196935	80734		P 872 00092
MIDWEST AIR PRO INC							
STATION 1 COMPONENTS	1,336.00	MAINTENANCE-STATION #1	01.600.9431	196937	13647		P 872 00097
MUNICIPAL SYSTEMS, INC.							
FEBRUARY 2020	490.00	BUILDING CODE HEARINGS	01.600.9105	196975	18771		P 872 00104
FEBRUARY 2020	830.00	BUILDING CODE HEARINGS	01.600.9105	196976	18774		P 872 00107
	1,320.00	*VENDOR TOTAL					
R&R MAINTENANCE FIRE & F							
1997 FORD E-350	240.00	REPAIR & MAINTENANCE-VEH	01.600.9420	196886	12143		P 872 00119
2014 FORD E350	240.00	REPAIR & MAINTENANCE-VEH	01.600.9420	196887	12164		P 872 00121
	480.00	*VENDOR TOTAL					
ROSENTHAL, MURPHEY							
FEBRUARY 2020	780.00	LEGAL FEES ZONING	01.600.9154	196978	02/26/20		P 872 00134
THE COP FIRE SHOP							
WELSH KEVIN	537.45	UNIFORMS	01.600.9200	196890	200038		P 872 00146
THOMPSON ELEVATOR INSPEC							
ELEVATOR PLAN REVIEW	100.00	CONTRACT SERVICES	01.600.9020	196941	20-0776		P 872 00147
VARIOUS LOCATIONS	229.00	CONTRACT SERVICES	01.600.9020	196977	20-0791		P 872 00148
	329.00	*VENDOR TOTAL					
	12,610.40	.....					
SENIOR CENTER FUND	.....						
AT & T							
708 753 4395248	99.88	TELEPHONE/INTERNET	01.800.9120	196836	708753243902A		P 872 00008
NICOR GAS							
74 66 15 1000 3	238.44	UTILITIES	01.800.9180	196879	02/26/20A		P 872 00110
ZIP TRANSPORTATION LLC							
FEBRUARY 2020	123.00	TAXI VOUCHER PROGRAM	01.800.9611	196889	675		P 872 00157
	461.32	.....					
CORPORATE FUND	90,690.94	**TOTAL FUND**					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
MOTOR FUEL TAX FUND		**********					
MOTOR FUEL TAX EXPENDITURES	.....						
ROBINSON ENGINEERING,LTD							
187TH ST. & CHGO HTS RD	7,004.25	ENGINEERING SERVICES	03.310.9685	196939	20020315		P 872 00131
	7,004.25	.....					
MOTOR FUEL TAX FUND	7,004.25	**TOTAL FUND**					
STORM SEWER FUND		**********					
SEWER EXPENDITURES	.....						
ROBINSON ENGINEERING,LTD							
PICKENS AND CLARK	403.00	ENGINEERING SERVICES	06.610.9685	196883	20020311		P 872 00127
	403.00	.....					
STORM SEWER FUND	403.00	**TOTAL FUND**					
WATER ACCOUNT		**********					
SEWER & WATER EXPENDITURES	.....						
AIRGAS NORTH CENTRAL , I							
REFILLS	29.43	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	196920	9968760291		P 872 00002
AL WARREN OIL CO. INC.							
FUEL	198.73	GAS AND OIL	10.110.9210	196917	W1295224		P 872 00004
BACKFLOW SOLUTIONS, INC.							
ANNUAL SUBSCRIPTION	495.00	CONTRACT SERVICES	10.110.9020	196857	4325		P 872 00018
CITY OF CHICAGO HEIGHTS							
JANUARY 2020 MTR #1	51,120.00	WATER PURCHASES/CHGO HTS	10.110.9608	196891	02/21/20		P 872 00027
JANUARY 2020 MTR #2	47,598.40	WATER PURCHASES/CHGO HTS	10.110.9608	196892	02/21/2020		P 872 00028
	98,718.40	*VENDOR TOTAL					
COEO SOLUTIONS LLC							
MARCH 2020	93.30	TELEPHONE	10.110.9120	196860	1031587		P 872 00033
COM ED							
0143096066	89.03	UTILITIES	10.110.9180	196925	03/04/2020		P 872 00040
0831121030	678.07	ENERGY FOR PUMPING	10.110.9223	196926	03/03/2020A		P 872 00039
	767.10	*VENDOR TOTAL					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
WATER ACCOUNT		**********					
SEWER & WATER EXPENDITURES	.....						
COMPLETE DIESEL CARE INC							
REPAIR INT 7400 M-19	559.95	REPAIR & MAINTENANCE-VEH	10.110.9420	196922	6798		P 872 00046
CORE & MAIN							
STRAPS	35.49	REPAIR/MAINT - WATER SYS	10.110.9411	196864	L965846		P 872 00047
DMC SECURITY SERVICES IN							
PUMP STATION #2	66.00	CONTRACT SERVICES	10.110.9020	196866	287179		P 872 00051
KOMER PUMP STATION	66.00	CONTRACT SERVICES	10.110.9020	196867	287178		P 872 00050
	132.00	*VENDOR TOTAL					
FLOW-TECHNICS							
LABOR AND SUPPLIES	10,760.91	REPAIR/MAINT - SEWER SYS	10.110.9450	196928	INV000007886		P 872 00058
IL ENVIRONMENTAL PROTECT							
APRIL 2020	17,518.95	IEPA LOAN PAYMENT	10.110.9821	196932	02/18/2020A		P 872 00070
M.E. SIMPSON COMPANY, IN							
534 HARPER AVE	475.00	CONTRACT SERVICES	10.110.9020	196871	34849		P 872 00083
MENARDS							
ENTRY MAT	27.46	REPAIR/MAINT MUNICIPAL B	10.110.9430	196842	79862		P 872 00085
SUPPLIES AND EQUIPMENT	19.71	PURCHASE-GENERAL TOOLS/E	10.110.9550	196936	80788		P 872 00094
	47.17	*VENDOR TOTAL					
NICOR GAS							
UTILITIES	167.04	UTILITIES	10.110.9180	196877	02/28/20		P 872 00113
UTILITIES	209.96	UTILITIES	10.110.9180	196878	02/26/2020		P 872 00111
	377.00	*VENDOR TOTAL					
ROBINSON ENGINEERING,LTD							
ARQUILLA PARK FLOOD	231.00	ENGINEERING SERVICES	10.110.9685	196882	20020310		P 872 00126
MWRD ANNUAL REPORT	217.50	ENGINEERING SERVICES	10.110.9685	196884	20020312		P 872 00128
2020 MISC ENGINEERING	411.00	ENGINEERING SERVICES	10.110.9685	196885	20020313		P 872 00129
	859.50	*VENDOR TOTAL					
ROSENTHAL, MURPHEY							
FEBRUARY 2020	1,706.25	LEGAL SERVICES	10.110.9151	196978	02/26/20		P 872 00135
SUBURBAN LABORATORIES, I							
WATER SAMPLES	90.00	CONTRACT SERVICES	10.110.9020	196853	174019		P 872 00144
	132,864.18	.....					
WATER ACCOUNT	132,864.18	**TOTAL FUND**					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
TIF-INDUSTRIAL PARK		**********					
TIF INDUSTRIAL PARK	.....						
ROSENTHAL, MURPHEY							
FEBRUARY 2020	438.75	LEGAL SERVICES	60.660.9151	196978	02/26/20		P 872 00136
	438.75	.....					
TIF-INDUSTRIAL PARK	438.75	**TOTAL FUND**					
TIF-MAIN STREET		**********					
TIF MAIN STREET EXPENDITURES	.....						
IL ENVIRONMENTAL PROTECT							
APRIL 2020	62,113.00	IEPA LOAN PAYMENT	62.620.9821	196932	02/18/2020A		P 872 00069
ROSENTHAL, MURPHEY							
FEBRUARY 2020	292.50	LEGAL SERVICES	62.620.9151	196978	02/26/20		P 872 00137
	62,405.50	.....					
TIF-MAIN STREET	62,405.50	**TOTAL FUND**					
GLENWOODIE GOLF COURSE		**********					
GOLF COURSE MAINTENANCE	.....						
DEJONG EQUIPMENT CO INC							
VEH MAINT SUPPLIES	381.58	REPAIR/MAINT-TURF EQUIPM	70.771.9425	196837	CR13182		P 872 00048
MONARCH AUTO SUPPLY INC.							
OIL	57.57	GAS AND OIL	70.771.9210	196846	6981-486315		P 872 00100
OIL	83.86	GAS AND OIL	70.771.9210	196847	6981486674		P 872 00103
BATTERY	129.99	REPAIR/MAINT-TURF EQUIPM	70.771.9425	196913	6981-487455		P 872 00102
	271.42	*VENDOR TOTAL					
NICOR GAS							
00 25 20 2968 1	218.36	UTILITIES	70.771.9180	196914	02/25/2020		P 872 00108
REINDERS, INC.							
PARTS	875.40	REPAIR/MAINT-TURF EQUIPM	70.771.9425	196915	1819005-00		P 872 00122
PARTS	434.16	REPAIR/MAINT-TURF EQUIPM	70.771.9425	196916	1819005-01		P 872 00123
	1,309.56	*VENDOR TOTAL					
SAFETY-KLEEN CORP							
SOLVENT	199.75	GAS AND OIL	70.771.9210	196969	82168747		P 872 00140

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	.....						
STONY TIRE INC							
SPARE TIRE REPAIR	51.00	REPAIR & MAINTENANCE-VEH	70.771.9420	196852	1-152605		P 872 00142
TCF EQUIPMENT FINANCE							
GROUNDMASTER TORO	757.67	EQUIPMENT LEASE PAYMENTS	70.771.9838	196940	6415376		P 872 00145
	3,189.34	.....					
GENERAL & ADMINISTRATIVE	.....						
AT & T							
708 758 1233 897 7	169.97	TELEPHONE	70.773.9120	196948	708758123302		P 872 00011
CHICAGO DISTRICT GOLF AS							
JAN FEB MARCH 2020	1,270.00	DUES SUBSCRIPT. MEMBERSH	70.773.9140	196949	03/11/2020		P 872 00023
COEO SOLUTIONS LLC							
MARCH 2020	93.30	TELEPHONE	70.773.9120	196860	1031587		P 872 00035
COM ED							
0465144003	1,445.59	UTILITIES	70.773.9180	196953	02/24/2020		P 872 00037
DMC SECURITY SERVICES IN							
GGC	82.50	REPAIR/MAINT BUILDINGS	70.773.9430	196954	287180		P 872 00052
ECOLAB							
FEBRUARY 2020 RENTAL	159.81	EQUIPMENT RENTAL	70.773.9433	196955	6254303584		P 872 00053
J & M GOLF							
GOLF CLUB REPAIR	60.77	COGS-SPECIAL ORDERS	70.773.9707	196958	1589764-IN		P 872 00072
J & S PUBLISHING							
ADVERTISING MARCH 2020	325.00	PRINTING AND ADVERTISING	70.773.9109	196959	3449		P 872 00073
LIGHTHOUSE PRINTING INC.							
PRESENTATION FOLDERS	1,004.25	PRINTING AND ADVERTISING	70.773.9109	196963	64237		P 872 00081
MENARDS							
SUPPLIES	18.99	REPAIR/MAINT-GEN TOOLS/E	70.773.9425	196965	80855		P 872 00096
SUPPLIES	91.76	REPAIR/MAINT-GEN TOOLS/E	70.773.9425	196966	80790		P 872 00095
	110.75	*VENDOR TOTAL					
MIZUNO USA INC - NDC							
EAGLE PROGRAM	899.54	COGS-SPECIAL ORDERS	70.773.9707	196967	6391980 RI		P 872 00099

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
GLENWOODIE GOLF COURSE		**********					
GENERAL & ADMINISTRATIVE	.....						
NICOR GAS							
BANQUET FACILITY	520.92	UTILITIES	70.773.9180	196876	02/26/20		P 872 00109
VILLAGE OF GLENWOOD WATE							
FEBRUARY 2020	198.50	UTILITIES	70.773.9180	196970	104-3800-00-01		P 872 00154
	6,340.90	.....					
FOOD AND BEVERAGE	.....						
CHAIR COVERS BY SYLVIA							
HIGHLAND SCHOOL 170	272.50	LINEN SERVICE	70.775.9704	196951	67314		P 872 00022
CLARA'S CATERING							
SCHOOL DISTRICT 170	1,938.78	BANQUET CATERING	70.775.9722	196950	02/28/2020		P 872 00029
CLEAN STORAGE CLOSET	75.00	CATERING EMPLOYEES	70.775.9013	196952	03/06/2020		P 872 00030
	2,013.78	*VENDOR TOTAL					
HELGET GAS PRODUCTS							
CO2 REFILL	96.41	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	196956	01556260		P 872 00062
HIGHLAND BAKING COMPANY							
DELIVERY 03/07/2020	55.20	KITCHEN/BAR EQUIPMENT	70.775.9730	196957	0002268321		P 872 00064
KINNEY'S KLEENING							
FEBRUARY 2020	1,025.00	CLEANING SERVICES	70.775.9115	196960	4179		P 872 00076
LAKESHORE BEVERAGE							
DELIVERY 03/05/2020	202.89	COGS-ALCOHOLIC BEVERAGE	70.775.9738	196961	436924		P 872 00079
DELIVERY 03/05/2020	218.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	196962	436923		P 872 00078
	420.89	*VENDOR TOTAL					
MASTER DRAFT, LLC.							
SERVICE 03/04/2020	130.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	196964	2488		P 872 00084
S & J INDUSTRIAL SUPPLY							
CLEANING SUPPLIES	100.37	MISC-FOOD SUPPLIES	70.775.9739	196968	1176213-01		P 872 00139
WILKENS FOODSERVICE, INC							
DELIVERY 03/06/20	171.87	COGS-FOOD	70.775.9736	196971	489002B		P 872 00155
DELIVERY 03/06/20	19.80	COGS-FOOD	70.775.9736	196971	489002B		P 872 00156
	191.67	*VENDOR TOTAL					
	4,305.82	.....					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN							
GLENWOODIE GOLF COURSE		**********					
GLENWOODIE GOLF COURSE	13,836.06	**TOTAL FUND**					
TIF HALSTED SOUTH		**********					
TIF HALSTED SOUTH	.....						
NICOR GAS							
85 76 13 5999 4	389.66	TIF DISTRICT EXPENSES	73.730.9631	196848	02/27/2020		P 872 00112
ROBINSON ENGINEERING,LTD							
GLENWOOD PLAZA	1,279.00	ENGINEERING SERVICES	73.730.9685	196918	20020309		P 872 00125
ROSENTHAL, MURPHEY							
FEBRUARY 2020	975.00	LEGAL SERVICES VILLAGE A	73.730.9151	196978	02/26/20		P 872 00138
	2,643.66	.....					
TIF HALSTED SOUTH	2,643.66	**TOTAL FUND**					
AAAA	310,286.34	*TOTAL APPROVAL PLAN					

VENDOR NAME / DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	310,286.34						

RECORDS PRINTED - 000157

Schedule of Bills Recap

Board Meeting 03/17/2020

Corporate Schedule of Bills	$	90,690.94
Citizen	$	2,119.40
Total Bills Payable 03/17/2020	$	92,810.34

Glenwoodie Golf Course	$	13,836.06
Citizens	$	723.32
Total Bills Payable 03/17/2020	$	14,559.38

S & W Schedule of Bills	$	132,864.18
Citizens	$	53.14
Total Bills Payable 03/17/2020	$	132,917.32

Fund	Disbursements	
Corporate	$	92,810.34
MFT	$	7,004.25
Storm Sewer Fund	$	403.00
Sewer & Water	$	132,917.32
TIF Industrial Park	$	438.75
TIF Main St.	$	62,405.50
Glenwoodie Golf Course	$	14,559.38
TIF Halsted South	$	2,643.66
Total All Funds	$	313,182.20

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

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	90,690.94
03	MOTOR FUEL TAX FUND	7,004.25
06	STORM SEWER FUND	403.00
10	WATER ACCOUNT	132,864.18
60	TIF-INDUSTRIAL PARK	438.75
62	TIF-MAIN STREET	62,405.50
70	GLENWOODIE GOLF COURSE	13,836.06
73	TIF HALSTED SOUTH	2,643.66
TOTAL ALL FUNDS		310,286.34

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BLUE	CORPORATE	90,690.94
GREN	WATER	132,864.18
LTBL	MOTOR FUEL TAX	7,004.25
MAIN	TIF-MAIN STREET	62,405.50
PINK	STORM WATER	403.00
RED	GLENWOODIE GOLF COURSE	13,836.06
TIF	TAX INCREMENT FINANCE FUND	438.75
TIFS	TIF HALSTED SOUTH	2,643.66
TOTAL ALL BANKS		310,286.34

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

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

.....

.....

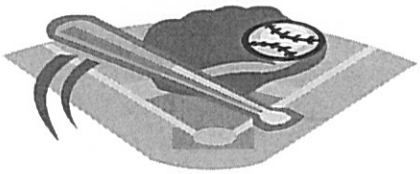
DATE _____ APPROVED BY :

_____

_____

_____

GLENWOOD BASEBALL



Glenwood, IL 60425

February 17, 2020

Dear Friends at Village of Glenwood,

We are contacting you to first thank you for your 2019 donation to Glenwood Baseball. Your donation in the amount of $2,500 helped to offset the cost of uniforms and other expenses that typically would have been paid by the Baseball Families. Your support of Glenwood Baseball was greatly appreciated.

Glenwood Baseball is a non-for profit community organization working to provide quality recreation programs and parks that meet the leisure needs and improve the quality of life for youth in Glenwood. Last year, we registered over 75 children for the baseball program offered for youths between the ages of 4-12.

Glenwood Baseball will be starting its Official season May 2, 2020.We are looking for your assistance in helping us begin another successful baseball year! Continued support from organizations like yours provides assistance with the purchase of equipment, uniforms, trophies and the closing awards picnic for the children.

We would love to have the honor of adding your organization to our list of participating sponsors again for this baseball season. A donation from your organization would be appreciated as it has in the past.

We hope to count on your support in maintaining community partnerships and providing quality recreation programs for our youth. **Please make all checks payable to: Glenwood Baseball League c/o Melinda Plott 423 Arquilla Dr. Glenwood, IL 60425 or you can make arrangements for us to pick up your request, contact Richard Dixon at 708-261-7717 or Glenwood Village Hall 753-2400 for more information.**

Please come out to see us on Opening Day on the 2nd of May, all games through the end of June, and at our closing picnic on the 11th of July. Thank you for your continued support of the Glenwood Baseball League.

Best regards from the Glenwood Baseball Board,
Richard Dixon, President, Tony Plott, Vice President, Celeste Bowman, Activities Chair and Melinda Plott, Secretary Treasurer

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2440
708.752.2406 Fax

March 9, 2020

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

Re: Mr. Silken Patel – Request for Reimbursement of Redevelopment Project Cost

We transmit for your consideration a recommendation, adopted by the Economic Development Committee of the Village of Glenwood, on the application of Silken Patel for reimbursement which will be calculated at 50% of the actual real estate taxes, paid into the increment each year for the first 15 years after issuance of the occupancy permit and the payment of subsequent tax bills. This incentive may be renewable for 5 additional years at the completion of the first segment if there are still eligible costs to reimburse. The reminder of the incentive is for the Village of Glenwood to provide water and sanitary sewer to the property and to waive the building permit fee.
The Economic Development Committee voted 6 Ayes, 0 Nays, with 2 Absent to reimbursement of redevelopment project cost as defined in this memorandum.

This recommendation is given to the Board of Trustees for your consideration.

Respectfully,

By: Angela Dixon (JVA)
Angela Dixon, Chairman

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2440
708.752.2406 Fax

March 13, 2020

Mayor and Board of Trustees,

Re: Lincoln Plaza and True Tram Trunk Pub and Grill

The Finance Committee held a Meeting on Thursday, March 13, 2020 at 6:30 pm in the Glenwood Village Hall. A vote of 5 ayes and 0 nays was taken for the following recommendation.

The Finance Committee is in favor of the Silken Patel project located within the South Halsted Redevelopment Area. The request is for 50% reimbursement of the actual real estate taxes paid into the Tax Increment Fund for a period of 15 years. The project will include a brew pub with a rooftop bar, a high end liquor store and a retail/food business drive thru.

Sincerely

Leon Moore (LB)

Leon Moore
Finance Committee Chair

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

and

_____

Dated as of March ____, 2020

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the ___st day of March, 2020 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village"), and _____**(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. By Ordinances 2017-18, 2017-19 and 2017-23, the Village established a new South Halsted Redevelopment Project Area which includes certain property acquired by the Village in December 2015.

C. The parcels of property described in Exhibit A (the "Subject Property") are owned by the Village of Glenwood and are located within the South Halsted Redevelopment Project Area.

D. Developer desires to acquire and develop the Subject Property in substantial compliance with the concept drawing attached as EXHIBIT B and the terms of this Agreement.

E. The corporate authorities of the Village, after due and careful consideration, have concluded that the comprehensive redevelopment of the Subject Property in substantial compliance with the concept plans attached as EXHIBITS B as well as this Agreement will further the growth of the Village, facilitate redevelopment within the South Halsted Redevelopment Project Area; 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 within the Village; and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

F. The corporate authorities of the Village, after due and careful consideration, have concluded that it is in the Village's best interest to provide the incentives provided for in this Agreement which incentives are deemed to be reasonable and necessary for the development contemplated by this Agreement.

G. Developer has submitted information to the Village identifying the names of all of its shareholders, officers, directors, managers and members as well as the names of the real estate brokers and development consultants it will use to pursue the comprehensive redevelopment contemplated by this Agreement and represents that none of these individuals and that none of its employees are elected official, officers, agents or employees 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

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

ARTICLE II
MUTUAL ASSISTANCE

2.0 Cooperation. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of the Subject Property pursuant to the terms of this Agreement and the attached concept plans and for the provision of services to said properties, including, without limitation, wetland mitigation, gas, telephone and electric utility services, traffic signals, roads, highways and rights-of-way, water and sanitary sewage facilities and storm water facilities. The Parties understand and agree that the obligations of the Village with respect to the development as contemplated by this Agreement are expressly limited to those set forth in this Agreement. Nothing contained in this Agreement shall impact or prevent the Village from exercising its unfettered legislative discretion to make determinations regarding zoning or other land use approvals that may from time to time be required or requested as part of the redevelopment process.

ARTICLE III
CONSTRUCTION OF THE SUBJECT PROPERTY

3.0 Redevelopment of the Subject Property. The Developer shall, at its sole cost and expense build the commercial structure and the roads/drive aisles, access driveways, parking areas surrounding the structure and volume control facilities as set forth in the concept plan attached as EXHIBIT B. The development of the Subject Property shall meet or exceed each of the following requirements/standards:

A. Construction of at least 13,500 square feet of first floor commercial/retail structure including: (1) an approximately 6,000 square foot (ground floor) brew pub and restaurant with a rooftop beer garden and a basement area with a skill entertainment area for activities/games to be engaged in by customers. ; (2) an approximately 6,000 square foot liquor store; and (3) an approximately 1,500 square foot unit located on the north side of the structure which may be used for a retail use which shall include drive through capabilities.

B. Each of the above three defined areas of the building shall include: (1) a self-contained mechanical room for each commercial unit; and (2) separate electric, natural gas, HVAC systems and water meters for each commercial unit. All units shall be served by Village water, Village sanitary sewer, Village stormsewers, electric and natural gas.

C. Building shall be masonary (concrete flush block) construction on the north, south and east building walls, block filled to create a smooth paintable surface.

D. The Storefront (west wall) shall be a combination of dark aluminum storefront metal, dark face brick to match the existing Anytime Fitness building to the north with earth tone stone and colored accent stone.

E. The rooftop bar area of the brew pub restaurant shall have decorative railings to allow for vision to the outside lots.

F. Concrete walkways shall be installed around the entire building.

G. All exterior color pallet choices shall be moderate earth tones to compliment the existing new development.

3.1 **Transfer of the Subject Property to the Developer.** The Village and the Developer shall enter into a contract for the transfer the Subject Property from the Village to the Developer substantrially in the form attached as EXHIBIT C for a sale price of $400,000.00 after eacy and everyone of the following have occurred:

A. **Zoning/Parking.** The Developer's receipt of any and all re-zonings, special uses, variances, plan unit development approval, parking variances or zoning amendments requested and/or required for the redevelopment of the Subject Property, if any, pursuant to the terms of this Agreement. The Village agrees to support the submission of a site plan with 78 regular parking spots and 4 handicapped parking spots. The Village shall take action on the Developer's zoning application within 60 days after the zoning application is submitted. The Village and the Developer shall further enter into a mutually satisfactory non-exclusive license agreement that shall the Developer's customers to park on Vilage owned property located east of the Subject Property so long as that property is owned by the Village.

B. **Construction Plan approval.** The Developer receipt of the Village's approval of all construction plans and the approvals and permits required from any other governmental entity having any jurisdiction over any portion of the work including, but not limited to the MWRD. All plans shall be in compliance with all the terms of this Agreement. The Village shall take action on the Developer's construction plans within 30 days after receipt of the plans.

C. **Bank approval.** The release of the Negative Pledge Agreement recorded with the Office of the Cook County Recorder of Deeds on January 12, 2016 as

document number 1601204006 which only applies to PINs 32-04-117-004-0000 and 32-04-117-005-0000.

D. Financing. The Developer has secured financing approval for the percentage of the work that is intended to be financed and has established, to the satisfaction of the Village, that they have dedicated funds on hand to pay for any work that is not being financed as evidenced by documentation from the Developer's bank that has the Developer's funds on deposit.

E. Developer's Due Diligence. The Developer shall have until 30 days after the date this Agreement is approved by the Village to complete its Due Diligence on its acquisition of the Subject Property. Upon the execution of this Agreement, Developer and its agents and contractors shall have the right to inspect the Subject Property to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Subject Property are satisfactory to Developer in all respects, including but not limited to the existence of any title or survey defects, and all other circumstances related to the Developer's intended use of any portion of the Subject Property. From and after the date of this Agreement, Developer and its agents and contractors may upon reasonable advance notice to the Village, enter upon the Subject Property for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations, surveys and appraisals. Developer shall be responsible for all the costs of its inspection and shall restore any damage caused by its entry and activities upon the Subject Property. Developer shall notify JULIE for a location of utility facilities in advance of any boring. Developer shall indemnify and hold the Village and their respective officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Developer or Developer's agents and contractors with respect to their inspections of the Subject Property.

F. Liquor License. The Village's determination that the Developer is Eligible for: (1) a Class C liquor license applicable to the Developer's operation of a brew pub restaurant; and (2) a newly created liquor license classification suitable for a liquor store authorizing the sale of all alcoholic liquor for off-premises consumption and the on-site tasting of sample alcoholic beverages. Developer shall apply for the licenses and undertake the necessary fingerprinting and background check authorizations as may be required for the licenses sought within 90 days after the execution of this Agreement. The fee for the both liquor licenses shall be waived until the first occupancy permit for the Subject Property is granted.

3.2 Deadline for the completion of the Section 3.1 actions. The Developer shall complete all the requirments of Section 3.1 and deliver the real estate sales contract attached as EXHIBIT C, signed by the Developer, to the Village on or before the date that is 90 days after

the Village's approval of this Agreement. This deadline shall be extended by the number of days of delay: (1) caused directly by the Village in meeting the deadlines for its action under subparagraphs A and B of Section 3.1; (2) to the extent a delay has been casued by any force majeure event (as defined in this Agreement); or (3) by a mutual agreement of the Parties, provided that any mutual extension shall not exceed 90 days. In the event the real estate sales contract attached as EXHIBIT C has not been signed by the Developer and delivered to the Village by the deadline established pursuant to the terms of this paragraph, the Village may terminate this Agreement and declare it null and void upon written notice to the Developer.

3.3 Deadline to complete the transfer of a Subject Property to the Developer.

The Developer shall close upon and take title to the Subject Property within 30 days after the Developer executes the real estate sales contract attached hereto as EXHIBIT C. This deadline shall be extended by the number of days of delay: (1) caused directly by the Village in achieving closing; (2) to the extent any delay has been casued by any force majeure event (as defined in this Agreement); or (3) by a mutual agreement of the Parties, provided that any mutual extension shall not exceed 90 days. In the event the Developer has not closed upon its acquisition of the Subject Property by the deadline established pursuant to the terms of this paragraph, the Village may terminate this Agreement and declare it null and void upon written notice to the Developer.

3.4 Construction start and completion. Subject to reasonable delays caused by weather, winter conditions and *Force Majeure,* the Developer shall begin construction of the improvements on the portion of the Subject Property acquired by the Developer within 60 days after becoming the owner. Subject to reasonable delays caused by weather, winter conditions and *Force Majeure,* the Developer shall continuously and diligently cause the improvements contained in the approved plans to be expeditiously completed in accordance with all the approved plans and permits in a good and workmanlike manner no later than 12 months after the Developer receives title to the Subject Property.

ARTICLE IV
REQUIRED APPROVALS AND CONSTRUCTION

4.0 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 any work to be constructed by, or on behalf of, 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.

4.1 Construction Approval. Prior to commencing any work, 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. Until all required approvals for any portion of the work have been satisfied, the Developer shall have

no right to proceed with site preparation or construction. The Developer shall expeditiously construct or cause to be constructed the work in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to Illinois Prevailing Wage requirements. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent.

4.2 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 any work and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against such claims, damages, demands, expenses, liabilities and losses, including, but not limited to, any claims against the Village for the Developer's failure to comply with the Illinois Prevailing Wage Act.

4.3 No Liens. No mechanics' or other liens shall be filed/established against the property upon which any work is being performed, or any Village funds in connection with any portion of the work 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 or otherwise discharges said liens within 120 days of notice of said liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not be in violation of this Section if Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics' or other liens. The Developer shall pay in full any and all liens for which it is found liable.

4.4 Village's Right to Monitor and Inspect Redevelopment Work. In addition to any other rights specified in this Agreement with regard to the construction of any work, the Village shall have the right but not the obligation to inspect any of the work for the purpose of monitoring the progress of the work for compliance with approved plans and this Agreement. 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 work 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 of any work, including the right to require code compliance and issue stop work orders or violation notices.

ARTICLE V
SEWER, WATER, PERMIT FEES, PIN CONSOLIDATION

5.0. PIN Consolidation. The Village at its cost shall prepare and file the necessary documentation with Cook County to consolidate the three contiguous PINs that current comprise the Subject Property into one PIN. The Village may accomplish this by a Petition for Consolidation, by the recording of a plat of resubdivision or such other method as may be required by the County. The filing of the documentation necessary to consolidate the existing 3 PINs shall take place after the Developer becomes the owner of the Subject Property. The Developer shall cooperate with the consolidation of PINs and execute all the documents prepared by the Village for the consolidation of the existing three PINs into one PIN.

5.1 Sanitary Sewer and Water Main. The Village, at its cost, shall bring the Village's sanitary sewer system and the Village's 6 inch water main to locations withn the exterior boundary of the Subject Property as has been, or will be defined by the consolidation of all the existing three PINs into one PIN. This work shall be timed and coordinanted between the Parties so as achieve the timely completion of this work in accordance with the Developer's project schedule.

5.2 Waiver of Building Permit Fees. The Village shall waive any and all building permit fees for the construction of the building on the Subject Property.

ARTICLE VI
REIMBURSEMENT OF
REDEVELOPMENT PROJECT COSTS

6.1 Definitions.

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include the following costs:

i) Costs of studies, surveys, the preperation of construction plans and specifications including but not limited to professional services costs for architectural, engineering, and legal costs related to the redevelopment of the Subject Proeprty as allowed by 65 ILCS 5/11-74.4-3(q)(1); and

ii) Cost related to the Developer's acquisition of land which shall not exceed $400,000.00 pursuant to 65 ILCS 5/11-74.4-3(q)(2); and

iii) The Developer's site preparation costs including the clearing and grading of land, the costs to bring sanitary sewer and water mains from the boundary of the Subject Property to the Building, and the costs to bring other utilities to the building pursuant to 65 ILCS 5/11-74.4-3(q)(2)

to the extent to which they are eligible for payment and reimbursement under the Tax Incrment Allocation Redevelopment Act. "Eligible Redevelopment Project Costs" are "Redevelopment

Project Costs" that have received a Certificate of Eligibility pursuant to Section 6.3. **The Parties recognize that, by statute, the costs to build a privately owned building cannot be an Eligible Redevelopment Project Cost under the Act.**

6.2 Reimbursement of Eligible Redevelopment Costs.

(a) The Parties acknowledge that the development of the Subject Property as provided and required herein 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. 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 the January 1st immediately following the granting of an occupancy permit for the Subject Property, and for each calendar year thereafter for a total period of 15 calendar years, 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) 50% of the actual tax increment revenue received by the Village from the Subject Property for the calendar year

(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 100% of the Developer's 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). 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(a).

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 it shall be eligible to receive a reimbursement of its Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility for a period that shall not excced 15 contiguous calendar years after the January 1st that follows immediately after an occupancy permit has been granted for any portion of the Subject Property. Once the total of all payments made to the Developer equals 100% of the Developer's actual Eligible Redevelopment Project Costs, all payments to the Developer shall cease even if the Developer has not yet received payments for 15 years. However, if the Developer has not received total payments equal to 100% of the Developer's actual Eligible Redevelopment Project Costs within this 15 year period, the Developer shall have the option to extend the period in which the payments are made under Section Section 6.2(a) until the first of the following occurs: (1) the Developer's receipt of total payments equal to 100% of the Developer's actual Eligible Redevelopment Project Costs; (2) the terminmation of the South Halsted Redevelopment Project Area; or (3) the end of a 5 year period that immediately follows the initial 15 year period in which the Developer received payments.

(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 and the Developer's timely payment of all property taxes billed and due for 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

---

(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 and shall be an estimate. The second payment shall be made within 60 days after the due date for the 2nd installment tax bill and shall include a true-up for the entire tax year (50% of the actual tax increment revenue received by the Village from the Subject Property for the entire calendar year less the estimated 1st installment payment made to the Developer). 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
DEVELOPER REPRESENTATIONS

7.0 Developer representations. The Developer makes the following representations and warranties to the Village:

A. A previous contract for the Subject Property was previously executed by Bakulaben Patel, as the agent of Silken Patel, as Buyer, and LM Value Development LLC., as Seller.
B. Silken Patel is the [president][managing member] of the Developer.
C. That the contract referenced in the above paragraph A was legally and properly cancelled and terminated by the Buyer as a result of the fact that the appraisal of the Subject Property was far less than the sales price demanded by the above identified Seller.
D. That the decision to terminate the contract referenced in the above paragraph A was made by Silken Patel and was based solely on the fact that the appraisal of the Subject Property was far less than the sale price demanded by the Seller and for no other reason.
E. After the contract referenced in the above paragraph A was legally and properly terminated, no further contract was entered into by, or on behalf of Silken Patel or the Developer for the purchase of the Subject Property until such time that Developer entered into this Agreement with the Village of Glenwood.
F. Neither the Developer, Silken Patel nor any of their agents have received any type of request, statement or assurance from the Village of Glenwood or any of the Village's elected officials, officers, agents or employees that in any manner indicated or implied that the Village of Glenwood would enter into an agreement for the sale of the Subject Property if the contract referenced in paragraph A was terminated by the Buyer.
G. That there is no person or entity that is entitled to any commission relating to or pertaining to the sale of the Subject Property as a result of either this Agreement or the contract referenced in the above paragraph A.

7.1 Indemnifcation. The Developer shall indemnify, defend and hold harmless the Village of Glenwood, its elected officials, officers, employees and agents from and against any claim or cause of action made against any of them which: (1) alleges or contends that they interfered with the contract for the Subject Property that was previously executed by Bakulaben Patel, as the agent of Silken Patel, as Buyer, and LM Value Development LLC., as Seller; (2) claims damages as a result of the sale of the Subject Property to the Developer as contemplated by this Agreement; or (3) is based upon a theory that is contrary to the representations made by the Developer in Section 7.0.

ARTICLE IX
GENERAL PROVISIONS

9.0 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.

9.1 Default.

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

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred until the party failing to perform has had a 30 day calendar period to cure its non-performance. In the event the failure to perform is of a type that cannot be reasonably cured within said 30 day cure period, the party failing to perform shall not be deemed to have breached this Agreement so long as they have taken significant action necessary to cure their non-performance to the reasonable satisfaction of the complaining Party within 30 days of their receipt of notice and have thereafter diligently and continuously acted, without delay or suspension of activity, to cure their failure to perform and successfully cure their failure to perform.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party, (or by any other company primarily owned or managed by the same persons responsible for the ownership, and management of any Party,) seeking any nature of debtor relief, the making of an assignment for the benefit of creditors, the execution of any instrument for the purpose of effecting composition of creditors or any filing for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due. A default under this Subsection (c) shall not be subject to any cure period.

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

9.2 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. This Amended Redevelopment Agreement supercedes and replaces the previous Redevelpment Agreement between the parties which shall no longer be effective.

9.3 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.

9.4 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.

9.5 Illinois Law.

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

9.6 Notice.

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally

or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered man, return receipt requested.

If to the Village:

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425
Attn: Village President

with a copy to:

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

If to the Developers:

with a copy to:

9.7 Assignment.

The Developers agrees that they shall not sell, assign or otherwise transfer their rights and obligations under this Agreement.

9.8 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 9.7.

9.9 Term of Agreement.

The term of this Agreement shall commence on the date it is last executed by one of the parties and shall terminate upon the earlier of the following: (1) the completion of the work as set

forth in the approved plans and the reimbursement of all eligible costs that are due to the Developer; (2) the termination of this Agreement for cause; or (3) the termination of the South Halsted Redevelopment Project area.

9.10 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.

9.11 *Force Majeure*.

An "**Event of *Force Majeure***" means an event beyond the control of a Party to this Agreement which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to:

A. an Act of God (including, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

B. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;

C. rebellion, revolution, insurrection, or military or usurped power, or civil war;

D. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

E. riot, commotion, strikes, go slows, lock outs or disorder, or

F. acts or threats of terrorism.

A Party shall not be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of *Force Majeure* that arises after the Effective Date. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of *Force Majeure* upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from executing it obligations by the Event of *Force Majeure*, while the Party is so prevented the Party shall be relieved of its obligations that it is precluded from performing but shall continue to perform its obligations under the Contract so far as reasonably practicable. If and to the extent that the Affected Party suffers a delay during any construction period as a result of the Event of *Force Majeure* then it shall be entitled to an extension for the time for completion equal to the time lost because of the Event of *Force Majeure*. If an Event of Force Majeure results in a loss or damage to the building or structure, the Affected Party shall rectify such loss.

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

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

9.14 Rights of Third Parties. This Agreement does not create any rights on the part of any person or other entity who is not a Party to this Agreement.

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

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

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

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

VILLAGE OF GLENWOOD

By: _____
Ronald Gardiner, Village President
Date:

ATTEST_____
Dion Lynch,Village Clerk

DEVELOPER

.

By: _____

Date: _____

By: _____

Date: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing agreement appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument in his capacity as the _____of _____ as the free and voluntary act of _____ for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2020.

_____
Notary Public

EXHIBIT A

(Legal description of the Subject Property)

LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 3, BEING A SUBDIVISION OF LOTS 1 AND 2 IN GLENWOOD PLAZA UNIT NUMBER 1 AND LOT 3 IN GLENWOOD PLAZA UNIT NUMBER 2, AND PART OF THE NORTHWEST ¼ OF SECTION 4, ALL IN SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 2001 AS DOCUMENT NUMBER 0011197458, IN COOK COUNTY, ILLINOIS.

And

LOTS 4 AND 5 OF THE LINCOLN CROSSINGS SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 29, 2018 AS DOCUMENT No. 1824134092, COK COUNTY ILLINOIS.

PINS: 32-04-100-037-0000
32-04-117-004-0000
32-04-117-005-0000

EXHIBIT B

EXHIBIT C

VILLAGE OF GLENWOOD

ORDINANCE 2020 - _____

AN ORDINANCE AMENDING ARTICLE IX OF CHAPTER 14 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES TO REVISE PROVISIONS RELATED TO THE OPERATION OF QUEEN OF HEARTS RAFFLES IN THE VILLAGE OF GLENWOOD

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLENWOOD THIS 17TH DAY OF MARCH, 2020

Published in pamphlet form
By authority of the President
And Board of Trustees of the
Village of Glenwood,
this 17th day of March, 2020

ORDINANCE 2020 - _____

AN ORDINANCE AMENDING ARTICLE IX OF CHAPTER 14 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES TO REVISE PROVISIONS RELATED TO THE OPERATION OF QUEEN OF HEARTS RAFFLES IN THE VILLAGE OF GLENWOOD

WHEREAS, the Village of Glenwood is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970;

WHEREAS, except as otherwise limited by Section 6 of Article VII of the Illinois Constitution of 1970, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare;

WHEREAS, the Illinois Raffles and Poker Runs Act, 230 ILCS 15/1, *et seq.* (the "Act"), allows a municipality to establish a system for the licensing of a charitable organization to organize and operate raffles;

WHEREAS, the Illinois Raffles and Poker Runs Act, 230 ILCS 15/.01 *et. seq.*, requires that the entire net proceeds of any raffle organized and operated by a charitable organization must be exclusively devoted to the lawful purposes of the organization licensed to conduct the raffle;

WHEREAS, since the Village's prior adoption of licensing provisions for Queen of Hearts Raffles, the Village has received additional inquiries concerning the conduct of Queen of Hearts raffles and finds that is in the bests interests of the public welfare to further amend its licensing provisions for the conduct of Queen of Hearts Raffles;

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the Village of Glenwood to amend Article IX of Chapter 14 of its Code of Ordinances to expand the ability to conduct Queen of Hearts Raffles in the Village of Glenwood; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glenwood, pursuant to its Home Rule powers, as follows:

SECTION 1: Recitals.

The above recitals are a material part of this Ordinance and are incorporated into this Section as if they were fully set forth herein.

SECTION 2: Amendment to Article IX, titled "Raffles" of Chapter 14 of the code of Ordinances.

Article IX of Chapter 14 of the Village of Glenwood's Code of Ordinances is herein amended and restated to provide in its entirety as follows:

ARTICLE IX
RAFFLES

Sec. 14-304 Definitions.

For the purpose of this Article, the following definitions shall be applicable:

"Act" shall refer to the Illinois Raffles and Poker Runs Act, 230 ILCS 15/1, *et seq.*

"Charitable Organization" means a Non-Profit organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit on the public.

"Net Proceeds" means the gross receipts from the conduct of raffles, less reasonable sums expended for prizes, local license fees and other reasonable operating expenses incurred as a result of operating a raffle.

"Non- Profit" means an organization or institution organized and conducted on a not-for-profit basis with no personal profit inuring to any one as a result of operations of the organization or institution.

"Queen of Hearts Raffle" is a Raffle where the winning ticket gets a chance to win a percentage of the Net Proceeds of grand prize pool if they choose the Queen of Hearts from an array of face down playing cards or other method where the identity of the card chosen cannot be determined by the person choosing the card. If the Queen of Hearts is not chosen, previously sold chances are invalidated, the net proceeds of the grand prize pool is carried over to the next round and new tickets are sold until the winning ticket reveals the Queen of Hearts.

"Raffle" means a form of lottery, as defined in Section 28-2(b) of the Criminal Code of 2012, conducted by an organization licensed under this Act, in which:

> (1) the player pays or agrees to pay something of value for a chance, represented and differentiated by a number or by a combination of numbers or by some other medium, one or more of which chances is to be designated the winning chance; and
>
> (2) the winning chance is to be determined through a drawing or by some other method based on an element of chance by an act or set of acts on the part of persons conducting or connected with the lottery, except that the winning chance shall not be determined by the outcome of a publicly exhibited sporting contest.
>
> "Raffle" does not include a savings promotion raffle authorized under Section 5g of the Illinois Banking Act, Section 7008 of the Savings Bank Act, Section 42.7 of the Illinois Credit Union Act, Section 5136B of the National Bank Act (12 U.S.C. 25a), or Section 4 of the Home Owners' Loan Act (12 U.S.C. 1463).

Sec. 14-305 License Required.

It shall be unlawful to organize and operate any Raffle or Queen of Hearts Raffle in the Village of Glenwood without first obtaining a license pursuant to this Article. The renewal of any license shall be solely at the discretion of the Village's Corporate Authorities. No one shall have any right or basis to receive a renewal of any license issued.

Sec. 14-306 Authority to Issue License.

The Village of Glenwood's Corporate Authorities shall have the authority to issue licenses for a Queen of Hearts Raffle subject to the limitations provided pursuant to this Article. Licenses may not be issued to allow the conduct of a Queen of Hearts Raffle in any residence or structure containing dwelling units. The Village's Corporate Authorities, may in its sole discretion, reject any application for a license if it determines that the rules and regulations of the proposed Raffle do not provide sufficient opportunities to win or do not provide for an acceptable pay-out of the net proceeds received for the Raffle.

Sec. 14-307 Raffle License Requirements.

Licenses for a Queen of Hearts Raffle shall be issued only to Charitable Organization which is located within 5 miles of the corporate limits of the Village of Glenwood. The Charitable Organization must have been in existence continuously for a period of 5 years before making application and during that 5 year period and must have had a bona-fide membership engaged in carrying out their charitable purposes and must have been operated without profit to any of their members. The Village may waive the

requirement that the Charitable Organization must have been in existence continuously for a period of 5 years before making application for a bona fide religious, charitable, labor, business, fraternal, educational, or veterans' organization that applies for a license to conduct a raffle if the Village's Corporate Authorities determine that the organization is a local organization that is affiliated with and chartered by a national or State organization that meets the 5-year requirement. All licenses shall be valid for the duration of one year and may be renewed. Licenses shall not be assignable or transferrable.

The license shall permit a Queen of Hearts Raffle during a specified period not to exceed 52 weeks to take place at the location identified in the application (the "Location") on dates and times to be determined in the application and publicly displayed at the Location. Upon completion of a Queen of Hearts Raffle authorized under the license provided herein, additional Queen of Hearts Raffles may be conducted during the one year license period. In the event a Queen of Hearts Raffle cannot be concluded within the one-year period of the license, and the license holder has not received a renewal of their license for a subsequent year, the Queen of Hearts Raffle shall be concluded within the license period.

The Village of Glenwood may issue or renew a Raffle license to a Charitable Organization meeting all the requirements of this Article.

Sec. 14-308 Raffle Tickets.

Raffle tickets shall be sold or issued at the Location on dates and times to be determined and publicly displayed at the Location. The maximum price which may be charged for each raffle ticket issued or sold shall be $500.00; the minimum price which may be charged for each raffle ticket issued or sold shall be $5.00; and all such charges shall be paid in U.S. currency or credit card. The maximum number of days during which raffle tickets may be issued or sold shall not exceed 365 days. Raffle tickets shall not be sold or issued to any person under the age of 18.

Sec. 14-309 Raffle Prizes.

The aggregate retail value of all prizes awarded by a licensee in a single raffle shall not exceed $5,000,000.00. The maximum retail value of each prize awarded by a licensee in a single raffle shall not exceed $4,000,000.00. Raffle prizes may be awarded only at the Location on dates and times to be determined and publicly displayed at the Location.

Sec. 14-310 Conduct of Raffles.

(a) The operation and conduct of a Queen of Hearts Raffles are subject to the following restrictions:

> (1) The entire net proceeds of the Raffles must be exclusively devoted to the lawful purposes of the Charitable Organization permitted to conduct that game.

(2) The organization, operation and management of all Raffles shall be under the supervision of a single manager designated by the Charitable Organization. Contact information for the manager shall be provided to the Village. The manager shall be responsible for the keeping of records required pursuant to this Article and the Illinois Raffles and Poker Runs Act, 230 ILCS 15/.01 *et. seq.* (the "ACT"). No person who has been convicted of a felony, who is or has been a professional gambler or gambling promoter, or who is not of good moral character may be designated as the manager.

(3) The manager designated by the Charitable Organization for the organization, operation, and management of the Raffle must give a fidelity bond to the Charitable Organization in amount determined by the Charitable organization that shall not be less than $200,000. The bond must provide that the Village receive at least 30 days' notice of the cancellation of the fidelity bond. Upon request of the Charitable Organization, the fidelity bond may be waived by unanimous vote of the Village Board.

(4) No person except a bona fide member, employee or officer of the Charitable Organization may participate in the management or operation of the Raffle.

(5) No person may receive any remuneration or profit for participating in the management or operation of the Raffle.

(6) Raffle tickets may only be sold within the Village of Glenwood. The winning tickets shall be determined only at the Location. The choosing of the playing card may occur only within the Location.

(7) A person under the age of 18 years may participate in the conducting of Raffles only with the permission of a parent or guardian. A person under the age of 18 years may be within the Location during the Raffle only when accompanied by his/her parent or guardian.

(b) The Village shall not in any manner be responsible for the conduct of the Raffle, the sale of tickets for the Raffle, the handling or storage of funds or equipment for the Raffle, the payment of prizes or for any other action or inaction of the Charitable Organization and/or their agents, officers or members which is in violation of either this Article or the Illinois Raffles and Poker Runs Act, 230 ILCS 15/.01 *et. seq.*

Sec. 14-311 Records.

(a) Each Charitable Organization licensed to conduct Raffles shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances in a Raffle are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating

the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment.

(b) Gross receipts from the operation of a Raffle shall be segregated from other revenues of the Charitable Organization and placed in a separate account. Separate records shall be kept for each Raffle. The person who accounts for gross receipts, expenses and net proceeds from the operation of a Raffle shall not be the same person who accounts for other revenues of the Charitable Organization.

(c) A Charitable Organization licensed to conduct a Raffle shall make a report promptly after the conclusion of an award of each prize and after the conclusion of each Raffle to the Village President or Village Administrator of its gross receipts, its itemized expenses and net proceeds as of the date of the report, and an itemization of the distribution of all prizes and proceeds. A report shall be due and received by the Village no more than 3 business days' after the award of any prize. Except, the final report after the award of the grand prize shall be due within 7 business days.

(d) All records required by this Article and/or the Illinois Raffles and Poker Runs Act for a Raffle shall be preserved for three years after the date the Raffle ends.

Sec. 14-312 Insurance.

The Charitable Organization shall obtain and keep at all times prize indemnification insurance naming the Village of Glenwood as an additional insured, which shall be in such form and with such conditions as to protect the Village against all claims resulting from the license, organization, operation and management of the Raffle authorized pursuant to this Article. The policy of insurance required pursuant to this section shall be furnished to and filed with the Village. The costs associated with obtaining and maintaining the policy of insurance required pursuant to this section shall be considered as reasonable operating expenses incurred as a result of operating a raffle for the purposes of determining net proceeds

Sec. 14-313 Application Requirements.

An applicant for a Queen of Hearts Raffle shall pay a nonrefundable fee to the Village in the amount of $100.00. An application to conduct a Queen of Hearts Raffle shall include all of the following;

1. A sworn statement attesting to: (1) the not-for-profit character of the Charitable Organization applying for a Queen of Hearts Raffle License signed by the presiding officer and the secretary of that Charitable Organization; and (2) the truth of the entire application.

2. Proof and documentation that the applicant: (1) is located within 5 miles of the Village of Glenwood's corporate limits; (2) has been in existence continuously

for 5 years before making the application; (3) is a bona fide religious, charitable, labor, business, fraternal, educational, or veterans' organization and (4) has, during the 5 year period prior to making an application, a bona fide membership engaged in carrying out the objects of their Charitable Organization. If the Charitable Organization is seeking a waiver of the requirement that it must have been in existence continuously for a period of 5 years before making application, proof and documentation shall be submitted establishing to the satisfaction of the Village's Corporate Authorities that the Charitable Organization is a local organization that is affiliated with and chartered by a national or State organization that meets the 5-year requirement.

3. A complete copy of the rules and regulations by which the Queen of Hearts Raffle will be conducted.

4. The percentage of the net proceeds of the grand prize pool of the Queen of Hearts Raffle that will be paid to the grand prize winner upon the revealing of the Queen of Hearts. The payments made upon the choosing of any playing card other than the Queen of Hearts, if any.

5. The price charged for each ticket or chance for a Queen of Hearts Raffle.

6. The identification and contact information for the single manager that will be designated by the applicant to operate and supervise the Raffle. Proof of the amount of the fidelity bond to be required of the manager to the applicant, or in the alternative a request that the Village waive the requirement for a fidelity bond by a unanimous vote of the Village Board.

7. The identity and contact information for the person responsible for keeping the records and reports pursuant to Section 14-311 of this Article.

8. Specify the areas in the Village of Glenwood in which Raffle chances will be sold or issued; the time period in which Raffle chances will be sold or issued; and the dates and times at which the winning chances will be determined at the Location.

9. A sworn statement that the applicant will abide by all the requirements of this Article for the conduct of a Queen of Hearts Raffle as set forth in this Article and the Illinois Raffles and Poker Runs Act.

10. A plan to maintain the security and integrity of all equipment and funds received for the Queen of Hearts Raffle.

11. A plan to provide security for the location at the cost of the Applicant, which cost shall be a reasonable operating cost for the Raffle.

12. The manner in which payouts will be made.

13. A certification from the applicant that each Officer, Director and Employee of the Applicant and the other individuals identified in subparagraphs 6 and 7 would not be ineligible for a license under this Article pursuant to Sections 15/3 or 15/3.1 of the Raffle and Poker Runs Act, 230 ILCS 15/.01 *et. seq.* because they: (1) have been convicted of a felony that will impair their ability to engage in any activity under this Article; (2) are or have been either a professional gambler or a gambling promotor; or (3) are not of good moral character.

14. Such proof and documents that may reasonably be requested by the Village's Corporate Authorities in order to determine the Charitable Organization's ability to comply with the terms of this Article and the Illinois Raffles and Poker Runs Act, 230 ILCS 15/.01 *et. seq.*

Sec. 14-314 Conflict between this Article and the Act.

In the event of any conflict between the terms of this Article and the Requirements of the Illinois Raffles and Poker Runs Act, the most restrictive terms shall govern and be applicable.

Sec. 14-315 Revocation.

Any license issued under this section shall be revoked and or not renewed for any of the following reasons:

1. Any untrue statement made in the application. A statement that was true when made, but later becomes untrue shall be an untrue statement allowing revocation.

2. The failure to comply with the applicable requirements of either this Article or the Illinois Raffle and Poker Runs Act.

3. The failure to properly and timely account for all the revenue, expenses and prize awards for the Raffle.

4. The failure to provide adequate security for the equipment and funds for the Raffle, as well as the failure to provide adequate security for the conduct of the Raffle.

5. The failure to use the net proceeds of any Raffle for the purposes of the Charitable Organization.

A License under this Article can only be revoked by a decision of the Village President made after a hearing. The hearing shall be based on written charges served upon the Licensee by hand delivery or overnight mail at least 10 days before the date and time

of the hearing. The Village shall present witnesses and any documentary evidence supporting the charge. The licensee shall have the ability to cross-examine all witnesses and may present its own witnesses and documents. The Licensee may be represented by an attorney at its cost. The rules of evidence shall not be strictly applicable to the hearing. The Village President's decision on any revocation hearing shall be final.

If the Village President determines that a License issued under this Article shall be revoked, any Raffle that has not been concluded shall be concluded at the next scheduled gathering for the Raffle. At this gathering, winning tickets shall continue to be chosen until the queen of hearts is revealed, thereby concluding the Raffle.

Sec. 14-316 Penalty.

In addition to the penalty provided by Section 1-10 of the Village Code, the Village Attorney may institute an action to prevent unlawful raffles or to restrain, enjoin, correct or abate a violation of this Article. The Village, at its discretion, may enforce the terms of this Article through its Administrative Adjudication System or otherwise by an action filed in the Circuit Court of Cook County.

SECTION 3: Validity.

If any Article, paragraph, clause or provision of this ordinance shall be held to be invalid the invalidity thereof shall not affect the remaining provisions of this ordinance.

SECTION 4: Repeal.

All Ordinances or parts of Ordinances thereof in conflict with this ordinance are hereby repealed to the extent of any such conflict.

SECTION 5: Effective date.

This Ordinance shall be effective immediately upon its passage and approval and shall subsequently be published in pamphlet form.

AYES: _____

NAY: _____

ABSENT: _____

ABSTAIN: _____

PASSED by roll call vote this 17th day of March, 2020.

APPROVED this 17th day of March, 2020.

_____
Ronald J. Gardiner, Village President

ATTEST:

_____
Dion Lynch, Village Clerk

RESOLUTION NO: 2020 - _____

A RESOLUTION OUTLING AN AGREEMENT WITH SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION AND *VILLAGE OF GLENWOOD* PROGRAMMING FUNDS FOR THE PROJECTS LISTED

WHEREAS, *VILLAGE OF GLENWOOD* has determined the need to *reconstruct the listed Village roadways.*

WHEREAS, *the reconstruction of the Village roadways* will improve mobility, traffic safety, and roadway drainage*;* and

WHEREAS, the Illinois Department of Transportation (IDOT) has granted approval to the Chicago Metropolitan Agency for Planning (CMAP) to program Transportation Development Credits Highway (TDCH) for Surface Transportation Program (STP) locally-led, federally funded projects; and

WHEREAS, CMAP and the Illinois Department of Transportation (IDOT) have a policy for Cohort four communities to use TDCH for up to 100% funding in the STP- local funds; and

WHEREAS, South Suburban Mayors and Managers Association (SSMMA) has a TDCH policy allowing high need communities to request the use of TDCH for up to access 100% funding at the call for projects; and

WHEREAS, *VILLAGE OF GLENWOOD* has requested the use of TDCH for *the listed roadways;* and

WHEREAS, the use of TDCH will build transportation projects sooner and advance the transportation goals of *VILLAGE OF GLENWOOD*; and

WHEREAS, *VILLAGE OF GLENWOOD* will complete status updates for this project in March, June, September, and December until *the projects are* complete; and

WHEREAS, *the projects* will comply will all Active Program Management policies in the SSMMA STP methodology; and

NOW, THEREFORE, BE IT RESOLVED, by *VILLAGE OF GLENWOOD* that project has requested to use of TDCH for the amount of $*1,120,800.00* and the full request of $*5,604,000.00 as detailed in the table below:*

PROJECT	FAU NUMBER	SCOPE	TOTAL COST	TDCH
Glenwood-Chicago Heights Road	3603	Reconstruction with ditch grading	$ 1,260,000	$ 252,000
Holbrook Road	1628	Reconstruction with sidewalk addition	$ 1,080,000	$ 216,000
Pleasant and Arquilla Drives	1073	Reconstruction with Lighting	$ 2,160,000	$ 432,000
Minerva Avenue	1071	Reconstruction with Lighting	$ 1,104,000	$ 220,800
		TOTAL:	**$ 5,604,000**	**$ 1,120,800**

Dated this 17th day of March, 2020

By: _____ _____

Print Name – Village President Sign – Village President

Attest: _____ _____

Print Name – Village Clerk Sign – Village Clerk

{SEAL}

Glenwoodie Est. 1926

Glenwoodie Golf Club
19301 State Street
Glenwood, IL 60425
Tel: 708-758-1212 Fax: 708-758-1233
www.glenwoodiegolf.com

2020 Proposed Rates

Rates Subject to Change

Weekday	Walk	Ride
18 Holes	$29	$39
Senior (55+)	$24	$34
Early Bird (Before 8am)	$23	$31
Special After 11am	$22	$30
9 Holes (Anytime)	$17	$26
Super Twilight (After 5pm)	$16	$23

Saturday/Holiday	Walk	Ride
18 Holes	$36	$49
Early Bird (Before 8am)	$32	$45
Midday (10am-2pm)	$29	$42
Twilight (2pm-5pm)	$20	$29
9 Holes (After 10am)	$17	$26
Super Twilight (After 5pm)	$16	$23

Sunday	Walk	Ride
18 Holes	$44	$58
Midday (10am-2pm)	$29	$42
Twilight (2pm-5pm)	$20	$29
9 Holes (After 10am)	$17	$26
Super Twilight (After 5pm)	$16	$23

Juniors 17 & Under are FREE (Cart Fee Applies) with Paying Adult

Glenwood Residents receive 50% OFF of the above Rates with Village issued ROOT Card

Veterans, Active Military & First Responders Receive 20% OFF of the above Rates

South Holland Residents receive 15% Green Fee Only (must present Photo ID)

ENGINEERING AGREEMENT
BETWEEN VILLAGE OF GLENWOOD, IL AND ROBINSON ENGINEERING, LTD.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of the date shown in Article 9 – SIGNATURES ("Effective Date"), between Village of Glenwood, IL ("Owner") and Robinson Engineering, Ltd. ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Construction of a Levee Along Thorn Creek at Arquilla Park** including restoration and Village of Glenwood, IL owned utility adjustments/relocations, all in Glenwood, IL ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Preparation of construction drawings, specification and details ("Construction Documents") for construction of a levee along Thorn Creek at Arquilla Park consistent with *The Little Calumet River Detailed Water Shed Plan* identified alternative THCR-G1 & the Intergovernmental Agreement for the Project between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") and the Village of Glenwood, IL of an effective date of June 14, 2016 including civil, structural and geotechnical engineering services; and, construction observation services for same.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B.
B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services underthis Agreement, subject to any express limitations or reservations applicable to the furnished items.
D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
   1. any development that affects the scope or time of performance of Engineer's services;
   2. the presence at the Site of any Constituent of Concern; or
   3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of one percent (1.0%) per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Deleted

5.03 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures:

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
   a. changes after the Effective Date to Laws and Regulations;
   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. Deleted.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any

Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Design Without Construction Phase Services

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 Use of Documents

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Electronic Transmittals

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

A. Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

1. Workers' Compensation:	Statutory
2. Employer's Liability – Each Accident:	$ 1,000,000
3. General Liability –	
a) Each Occurrence (Bodily Injury and Property Damage):	$ 1,000,000
b) General Aggregate:	$ 2,000,000

4. Excess or Umbrella Liability --
   a) Each Occurrence: $ 3.000,000
   b) General Aggregate: $ 3,000,000
5. Automobile Liability --Combined Single Limit
   (Bodily Injury and Property Damage): Each Accident $ 1,000,000
6. Professional Liability –
   a) Each Claim Made $ 2,000,000
   b) Annual Aggregate $ 2,000,000

B. Owner shall procure and maintain insurance as set forth below. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
1. Workers' Compensation: Statutory
2. Employer's Liability -- Each Accident: $ 1,000,000
3. General Liability --
   a) Each Occurrence (Bodily Injury and Property Damage): $ 1,000,000
   b) General Aggregate: $ 2,000,000
4. Excess or Umbrella Liability --
   a) Each Occurrence: $ 3.000,000
   b) General Aggregate: $ 3,000,000
5. Automobile Liability --Combined Single Limit
   (Bodily Injury and Property Damage): Each Accident $ 1,000,000

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Paragraph 6.05.A above. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 6.05.A above. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 6.05.A above will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

A. Suspension:
1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. Termination: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
   a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   b. by Engineer:
   1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
   2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
   3) Engineer shall have no liability to Owner on account of such termination.
   c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure

cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures stated below or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures as follows:

Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by JAMS Inc. (71 S. Wacker Drive, Suite 3090, Chicago IL 60606). Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.10 Environmental Condition of Site

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom.

This indemnification provision is subject to and limited by the following provisions:

1. Engineer's Liability Limited to Amount of Insurance Proceeds Available: Engineer shall procure and maintain insurance as required by and set forth in this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement and available.
2. Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to the cost of replacements, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.
3. Engineer Negligence Only: Indemnification by Engineer extends only to those losses, damages and judgments caused by any negligent act or omission of Engineer or Engineer's offices, directors, members, partners, agents employees, or Consultants.

B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. Construction Contract Times—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. Consultants—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Engineer—The individual or entity named as such in this Agreement.
21. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. Reimbursable Expenses—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit A.
28. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Day: 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

A. Exhibit A, Engineer's Services.
B. Exhibit B, Owner's Responsibilities.
C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
D, Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
Special Provisions (if any)

8.02 Total Agreement

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
   1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
   2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
   3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

ARTICLE 9 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the later of the "Date Signed" by the parties below:

OWNER – VILLAGE OF GLENWOOD, IL	**ROBINSON ENGINEERING, LTD.**
By:_____	By:_____
Title:_____	Title:_____
Date Signed: _____	Date Signed: _____
Attest:_____	Attest: _____

EXHIBIT A

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
   a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of agreed upon potential solutions.
   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify the alternative solutions that, in the Engineer's opinion, are reasonably available to Owner
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables identified in the Special Provisions
15. Furnish three (3) review copies of the Report and any other Study and Report Phase deliverables to Owner when completed and review it with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish three (3) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within thirty (30) days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Where appropriate, obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables as identified in the Special Provisions
10. Furnish three (3) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner when completed and review them with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within thirty (30) days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables as identified in the Special Provisions.
10. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within thirty (30) days of completion and review them with Owner. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit three (3) final copies of such documents to Owner within thirty (30) days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables as identified in the Special Provisions.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to

furnish or perform services contrary to Engineer's responsibilities as a licensed professional. Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise agreed upon.

2. Resident Project Representative (RPR): The Engineer shall furnish an RPR to assist Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
   b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. Shop Drawings, Samples, and Other Submittals: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. Substitutes and "Or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. Inspections and Tests:
    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures

in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables as identified in the Special Provisions
25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
   1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
   2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
   3. Perform or provide the following other Post-Construction Phase tasks or deliverables as identified in the Special Provisions.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A or by other mutual agreement, will terminate three (3) months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
   1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
   2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
   3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
   4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
   5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
   6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
   7. Undertaking investigations and studies including, but not limited to:
      a. detailed consideration of operations, maintenance, and overhead expenses;
      b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
      c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
e. detailed quantity surveys of materials, equipment, and labor; and
f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
    1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
    2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
    3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
    4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
   1. Property descriptions.
   2. Zoning, deed, and other land use restrictions.
   3. Utility and topographic mapping and surveys.
   4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
   5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
   6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
   7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
   1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
   2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
   3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties,

responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, asrequired.

T. Perform or provide the following other Owner responsibilities listed in the Special Provisions.

EXHIBIT C

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
   1. **A Lump Sum amount not to exceed Two Hundred Ninety Thousand Dollars ($290,000)..**
   2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
   3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
   4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses as shown on Appendix 1; courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and will also include expenses incurred for the use of highly specialized equipment.
   5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
   6. Reimbursable Expenses Schedule will be adjusted annually (as of 1st of April for each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Deleted
C2.03 Deleted

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:
   1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A & A1.06A of Exhibit A, **an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class shown on Appendix 1** for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is based upon periodic RPR services on an eight-hour workday, Monday through Friday, over original term of the Construction Contract. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

B. Compensation for Reimbursable Expenses:
   1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
   2. Reimbursable Expenses include the expenses identified in Appendix 1; courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and will also include expenses incurred for the use of highly specialized equipment.
   3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor as shown on Appendix 1.
   4. Reimbursable Expenses Schedule will be adjusted annually (as of 1st of January for each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:
   1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor as shown on Appendix 1.
   2. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
   3. Estimated Compensation Amounts:
      a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
   4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:
   1. General: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) **an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class shown on Appendix 1** for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:
   1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
   2. Reimbursable Expenses include the expenses identified in Appendix 1; courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and will also include expenses incurred for the use of highly specialized equipment.
   3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor as shown on Appendix 1.
   4. The Reimbursable Expenses Schedule will be adjusted annually (as of the 1st of January for each calendar year) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment for Additional Services:
   1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor as shown on Appendix 1.
   2. Factors: The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
   3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Standard Hourly Rates Schedule

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

A. *Standard Hourly Rates:*
   1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
   2. The Standard Hourly Rates will be adjusted annually (as of January 1st of each calendar year) to reflect equitable changes in the compensation payable to Engineer.
   3. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*
   Hourly rates for services performed on or after the date of the Agreement are:

CLASSIFICATION	RATE
Principal Engineer 1 / 2	$198.00 / $200.00
Senior Project Manager 1 / 2	$174.00 / $188.00
Senior Structural Engineer	$184.00
Senior Engineer 1 / 2 / 3	$158.00 / $168.00 / $172.00
Project Engineer 1 / 2 / 3 / 4	$117.00 / $128.00 / $137.00 / $147.00
Project Manager 1 / 2 / 3	$128.00 / $137.00 / $147.00
Engineering Technologist 1 / 2 / 3	$95.00 / $109.00 / $120.00
Engineering Technician 1 / 2	$102.00 / $115.00
Chief Land Surveyor	$158.00
Land Surveyor 1 / 2 / 3	$115.00 / $131.00 / $142.00
Surveying Technologist 1/ 2	$102.00 / $115.00
Planner	$126.00
Grant Writer 1 / 2	$89.00 / $109.00
Project Developer 1 / 2 / 3	$102.00 / $136.00 / $159.00
GIS Coordinator	$153.00
GIS Developer	$125.00
GIS Technologist	$100.00
CAD Manager	$136.00
CAD Designer	$126.00
CAD Technologist 1 / 2	$94.00 / $109.00
Resident Engineer 1 / 2 / 3	$123.00 / $136.00 / $149.00
Resident Engineer Representative 1 / 2 / 3	$123.00 / $128.00 / $133.00
Field Superintendent	$154.00
Assistant Field Supt.	$142.00
Field Crew Chief	$115.00
Field Crew Member 1 / 2	$74.00 / $90.00
Operations Manager	$137.00
Operations Coordinator	$97.00
Operator 1 / 2 / 3	$83.00 / $88.00 / $93.00
IT Coordinator	$136.00
IT Technologist	$102.00
Administrative 1 / 2	$75.00 / $86.00
Project Administration	$102.00
Intern	$50.00

Reimbursable & Consultant Expenses – at expense times of a factor of 1.05

EXHIBIT D

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

ARTICLE 1 – SERVICES OF ENGINEER

D1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings and Samples:
   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work:
   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
   c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. Inspections, Tests, and System Start-ups:
   a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. Records:
    a. Maintain orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
    b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
    c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
    d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
    e. Maintain records for use in preparing Project documentation.
    f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. Reports:
    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
    b. Assist Engineer with proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
    d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion:
    a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
    b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
    c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning the acceptability of the Work.

D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Special Provisions

Section 6.11.A Indemnifications by the Engineer is amended to include the following agreement of parties for the inclusion of an additional paragraph after "...or Consultants." and inserted before "This indemnification provision..." as follows:

To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless MWRDGC, and MWRDGC's officers, commissioners, directors, members, agents, consultants, and employees from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC party and arise out of or are in any way related to Engineer's services provided under this agreement.

As such, the first four words of the first sentence in the now third paragraph of this section is changed from "This indemnification provision is..." to read "These indemnification provisions are...".

Exhibit A of the Agreement is amended to include the following agreement(s) of the parties:

Engineer shall otherwise provide the following select services to Owner cross-referenced to the here below indicated Sections of the Intergovernmental Agreement (herein after "IGA") for the Construction and Perpetual Maintenance of a Levee along Thorn Creek at Arquilla Park between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") and the Village of Glenwood ("Owner"), executed by all parties with an effective date of June 14, 2016 as follows:

Sec. 2.2 Engineer shall prepare construction drawings, specifications, and details for the Project.

Sec. 2.6 Engineer shall provide 1) preliminary engineering for the Project, and 2) prepare a cost analysis for the design and construction costs for the Project. Engineer shall invoice for these services in manner that allows Owner to discretely identify these services and related costs.

Sec. 2.7 Engineer shall prepare an Operations and Maintenance Plan (herein after "O&M Plan") for the improvements to be constructed by the Village in connection with the Project.

Sec. 2.8 Engineer shall provide Owner with a copy of 98% Construction Documents and O&M Plan for the submission by Owner to MWRDGC.

Sec. 2.10 Where Engineer deems appropriate, Engineer shall incorporate the MWRDGC's review comments into a set of final Construction Documents and final O&M Plan.

Sec. 2.14-5 Engineer shall incorporate MWRDGC's Purchasing Act, 70 ILCS 2605/111.1-11.24, the MWRDGC's Multi-Project Labor Agreement and Memorandum of Understanding, as well as the MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinances, as minimum requirements, in Construction Documents.

Sec. 2.15 Engineer shall incorporate a requirement in the Construction Documents that contractors on the Project comply with the Prevailing Wage Act, 820 ILCS 1300.01 *et seq.*

Sec. 2.19 Engineer shall provide Construction Observation and Administrative Support for the Project as enumerated in Exhibit A of this Agreement.

Sec. 3.1 Consistent with Engineer's services otherwise enumerated in this Agreement, Engineer shall assist Owner in preparing application for such federal, state, and county permits as may be required by law for the construction of the Project

Sec. 3.2 Consistent with Engineer's services otherwise enumerated in this Agreement, Engineer shall assist Owner in preparing such permit applications for permits necessary for Owner's performance of maintenance work set forth in the O&M Plan.

Sec. 4.6 Engineer shall prepare such Plats of Easement, for execution by the Owner and affected property owners, where permanent easements are required for maintenance and access of Project improvements on private property.

Sec. 7.1 Engineer shall assist Owner in preparing the Advertisement for Bid.

Sec. 7.2 Engineer shall include in the Contract Documents a requirement that the Contractor provide the Owner with a construction schedule for the Project. Engineer shall also assist Owner in identifying 1) the start of project construction work, substantial completion of project construction work, and the completion of project construction work.

Sec. 13.2 Engineer shall include in the Contract Documents a requirement that contractors on the Project add every MWRDGC Party as an additional indemnitee for the Project work to defend, indemnify, and hold harmless the MWRDGC from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC party and arise out of or are in any way related to: 1) the Contract Work; or 2) the exercise of any right, privilege, or authority granted by the Owner (Village of Glenwood, IL) to its contractor(s) contractors under the IGA.

The Engineer shall also include in the Contract Documents a requirement that the contractors on the project provide the MWRDGC with a certificate of insurance prior to the commencement of any work by said contractors. Engineer shall also provide said certificate of insurance.

Article 19 Engineer shall prepare a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the Project.