

**BOARD OF TRUSTEES MEETING  
TUESDAY, APRIL 18, 2023  
7:00 P.M.  
AGENDA NO. 2023-02**

CALL TO ORDER BY

*Mayor Ronald J. Gardiner*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK

*Sandra M. Washington*

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

PRESENTATION OF MINUTES OF REGULAR BOARD MEETING OF  
April 4, 2023.

TREASURER'S REPORT

Mayor Ronald J. Gardiner

1. Bills Payables April 18, 2023– Corporate \$280,298.05, Foreign Fire Insurance \$144.00, Foreign Fire Insurance \$144.00, Sewer and Water \$132,905.30, TIF Industrial \$6,000.00, Glenwood Golf Course \$39,829.65, TIFS (TIF Halsted South) \$2,600.00, **Total All Funds \$461,777.00**
2. Payroll as of the date April 7, 2023 – Corporate \$125,930.18, Sewer and Water \$16,707.97, Paid On Call \$11,659.52, Elected Positions \$6,238.15, Glenwoodie Golf Course \$10,582.53, Vendor Checks \$ 2,256.14  
**OVERTIME**: Police \$9,215.99, Sewer & Water \$132.17, Public Works OT \$71.17,  
**TOTAL PAYROLL \$182,793.82**

OPEN TO PUBLIC

COMMUNICATIONS  
MAYOR'S OFFICE:

Mayor Ronald J. Gardiner

BOARD MEETING AGENDA

April 18, 2023

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ATTORNEY'S REPORT

*John F. Donahue*

1. An Ordinance amending Sections 58-31 (a) of the Glenwood Village Code to increase the allowable number of Police Officers.
2. A Resolution approving an Annexation Agreement.
3. The Annexation Agreement and its exhibits which are to be attached as Exhibit 2 to the above resolution.
4. A PDF of the concept plan which needs to be inserted as Exhibit C to the Annexation Agreement and as Exhibit B to the Redevelopment Agreement that is also attached to the Annexation Agreement.

VILLAGE ADMINISTRATOR

*Brian D. Mitchell*

1. Report
2. Motion to approve disposal of three Apple iPADS.

DEPARTMENTAL REPORTS

*Glenwoodie Golf*

*Phil Robbins*

Approval of an increase to part-time wages.

*Police*

*Chief Derek Peddycord*

Report

NEW BUSINESS

OLD BUSINESS

ADJOURNMENT

Sincerely,

*Ronald J. Gardiner (CW)*

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Ronald J. Gardiner  
Village President

Posted and distributed 4/14/23.

MINUTES OF THE REGULAR BOARD MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS  
HELD AT VILLAGE HALL **April 4, 2023**

Board Meeting was called to order at 7:02 PM by Mayor Ronald J. Gardiner. The audience was led in the Pledge of Allegiance.

**ROLL CALL:** Upon Roll Call by Village Clerk **Sandra M. Washington**, the following Trustees responded: **Clark, Dawson (phone) Hadnott, Hart, Lynch and Winston**

**REMOTE PARTICIPATION** The meeting was conducted at Village Hall; **Trustee Winston made the motion to request remote participation for Trustee Dawson; Trustee Hadnott second the motion.**

**Upon Roll Call:** Ayes: 4 Naes: 0 Recues: 0 Absent: 0 Abstain: 0  
N/P: 2

**Ayes:** Clark, Hadnott, Winston, \*Gardiner

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**N/P:** Hart, Lynch

**Motion Approved:** Yes

**ALSO IN ATTENDANCE:** **Brian D. Mitchell**, Village Administrator; **John Donahue**, Village Attorney; **Chief Peddycord Police**, **Chief Kevin Welsh**, **Fire/Building**; **Bill Manousopoulos**. Director, Public Works, **Dave Shilling**, Village Engineer

**ABSENT:** **Phil Robbins**, Glenwoodie Golf Course

**Village Clerk's Office:** **Motion to Approve March 21, 2023**, Regular Board meeting Minutes.

**Trustee Winston** made the motion to approve; **Trustee Hadnott** second the motion as read.

**Discussion:** None

**Upon Roll Call:** Ayes: 4 Naes: 0 Recues: 0 Absent: 0 Abstain: 0  
N/P: 2

**Ayes:** Clark, Dawson, Hadnott, Winston

**Naes:** 0

**Recues:** 0

**Absent: 0**

**Abstain: 0**

**N/P: Hart, Lynch**

**Motion Approved: Yes**

**TREASURER'S REPORT:**

**1). Motion to Approve April 4, 2023, Bills Payable as presented by Mayor Ronald Gardiner**

Bills Payable April 4, 2023, Corporate in the amount of \$217,600.32; Sewer and Water Account \$50,061.26; Motor Fuel Tax \$5,336.94; TIF Main Street \$62,112.93; Glenwoodie Golf Course \$39,198.77; TIF Halsted South \$5,549.68

**TOTAL ALL FUNDS \$379,859.90**

Trustee Clark made the motion; motion dies, no second motion.

**Discussion: Motion postponed until end of meeting.**

**2). Motion to Approve Payroll as presented by Mayor Gardiner.** Payroll as of the date March 24, 2023, Corporate in the amount of \$132,429.05; Sewer & Water \$17,069.50; Holiday Pay \$3,277.88; Paid on Call \$13,334.50; Glenwoodie Golf Course \$9,085.08; Vendor Checks \$2,272.25.

**OVERTIME:** Police \$9,703.33; Reimbursable \$2,194.80; Sewer & Water \$393.71; Public Works \$212.02

**TOTAL PAYROLL \$187,777.31**

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

**Discussion: None**

**Upon Roll Call: Ayes: 4 Naes: 0 Recues: 0 Absent: 0 Abstain: 0 N/P: 2**

**Ayes: Clark, Dawson, Hadnott, Winston**

**Naes: 0**

**Recues: 0**

**Absent: 0**

**Abstain: 0**

**N/P: Hart, Lynch**

**Motion Approved: Yes**

**OPEN TO THE PUBLIC:**

**Deborah Birmingham, 850 E. 193<sup>rd</sup> Place**

Ms. Birmingham expressed concern with Glenwood Oaks Restaurant remaining open until 2am; concern with safety and security of Glenwood residents; there was a recent shooting incident in the parking lot; noted the danger for police officers having to investigate and take action to address crimes in early morning hours. Asked Mayor Gardiner to revisit operating hours for the business due to attracting undesirable elements to the village of Glenwood. **Trustee Hadnott** noted the distinction should be made defining businesses as a restaurant or a nightclub; there is a difference, restaurants are evolving into night clubs in Glenwood.

**Stephanie Coleman, 532 S. Harper**

Ms. Coleman expressed concern with safety and security with the recent repeated gun shootings at the same home in Brookwood Point; The property has had a lot of problems over the 19 years she has resided in Glenwood; the renters no longer reside in the property; Ms. Coleman second concern addressed group homes in residential areas of Glenwood; Chief Welsh noted that the Village cannot deny having group homes in Glenwood by law. They can only regulate and enforce compliance with licensing; 503 S. Harper was a group home that was in compliance but is no longer in operation; the group home on 446 Harper Street has been cited for operating without appropriate licensing; they are in adjudication currently and will have to cease operation if they do not conform.

**C. Maddox, 928 E. 193<sup>rd</sup> Place**

Ms. Maddox noted she has been a resident of Glenwood for over 42 years; it was never a question about constitutional rights in the past; residents voiced concerns and elected officials would listen; surrounding communities.

**Ernestine Dobbins, 243 S. Willow**

Ms. Dobbins made a recommendation for the hire of Maria Maxwell for the HR Coordinator position. She is a resident and neighbor of Glenwood with integrity and deserves the opportunity to serve in this capacity.

**Dolores Daniel**

Ms. Daniel expressed concern with the uneven sidewalk; inquired about replacing the sidewalk; someone was injured last year;

**Cathy Paxton, 30 Nugent**

Ms. Paxton inquired on the status of the PA sound system in Village Hall because residents are unable to hear what is being said; can an alternative be found, e.g. Bluetooth. **Village Administrator, B. Mitchell** noted about 65% of the backorder for the new sound system has been delivered, will follow up for an update and present at the next meeting. Also noted the weather is getting warmer, and the businesses have gone beyond reasonable operating hours; residents are leaving Glenwood because of it.

**Barbara Elmore, 504 Dorchester**

Ms. Elmore addressed the board to note that at the end of the season, especially with extended warm weather, she continues to provide services to the Village; she reminded the board that even after the contract year, e.g. Christmas, Thanksgiving, etc. she has done additional work that is outside of her contract. It has been a past practice at the end of the season to continue cutting and cleaning up leaves through Indian summer.

She has attempted to resolve with Bill M., Public Works Director to no avail; Bill authorized payment for one week, a partial payment that she refused. Bill noted that Elmore's contract term is from April – October for 26 cuts. Bill M. indicated he treats Ms. Elmore as he would any other vendor; he is the customer and specified what work he expected; he did not pay the other two invoices because he never authorized her to perform the work.

**Mayor Gardiner** suggested putting on agenda for board approval at the next board meeting. **Trustee Hart** expressed that Ms. Elmore should be made whole and compensated for the work that has been performed and was requested as past practice. In an effort of being business friendly, Trustee Hart requested that **Village Administrator, B. Mitchell** review the invoices that were unpaid and negotiate a resolution including a firm understanding that going forward, payments will not be made without authorization.

**Village Administrator, B. Mitchell** noted that the Board should consider if we are honoring the work that Ms. Elmore performed without approval or honoring Bill's decision to follow the contract terms that specifies work has to be authorized for payment.

**Trustee Hadnott** suggested extending the contract from 26 to 28 weeks to avoid end of season issues; inquired what is the dollar amount for Mayor Gardiner's discretionary spending without Board approval; Mayor Gardiner responded \$10k; Mayor Gardiner concluded B. Mitchell will revisit with Ms. Elmore and the invoices will be included in Bills Payable for approval at the next Board Meeting.

**Barbara Elmore** also requested the vacant lots that's included in the contract have a cap on the number per week; it's a struggle to start off the season with 50-60 properties to be cleared. She will work with Administration on this issue for resolution.

**Maureen Friego**

Resident of Glenwood Estates has a concern about parking on the streets; the size of cars are much bigger and makes it difficult driving down the streets.

**Felelcia Harmon-Brown**

Ms. Brown expressed concerns with price gauging at Chug A Lug restaurant; paid over \$25 for a salad, no meat with a cup of soup and an automatic 18% gratuity;

**COMMUNICATIONS MAYORS OFFICE:**

**Motion to Approve Request for Executive Session on 2 ( c ) (1) personnel with action to be taken and reason to reconvene at the end of the meeting.**

**Trustee Lynch** made the motion; **Trustee Hart** second to accept the Motion as read.

**Discussion:** None

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**ATTORNEY'S REPORT                      NONE**

**VILLAGE ADMINISTRATOR OFFICE**

**Village Administrator, B. Mitchell** noted that the 2020 TIF reports are completed and are in final review; 2021 will begin after the 2021 audit is completed; on March 24th, an open items list from the auditor was receive and presently working with Anthony to resolve open items; Miller and Coopers was approved by the board and engaged; Finance Department is working through issues; significant legislative updates from Springfield; Village of Glenwood, partnered with Thornton Village hosted a successful South Suburban Vendor Fair; Collaboration with Fire/Police and ComEd during severe thunderstorms in the area; reviewing grant opportunities for the Village.

**Trustee Winston** asked when does the Board receive communication about receiving grant money? The Village of Glenwood received a grant from Robin Kelly in the amount of \$1.2M that the Board was not made aware of. The Board should not have to receive pertinent information regarding the Village from outside sources. **Trustee Winston** also asked about the status on the Sikich contract. **Village Administrator, B. Mitchell** indicated Sikich services are still being provided to the Village.

**Trustee Hart noted** Sikich was to be retained until a Finance Director had been hired and additional focus on the following audit to be completed. Also wanted to know how much time is left on completion from the auditors; the Village is incurring expense at the much higher management rate. **Trustee Hart** asked for a copy of the completed TIF reports and written status updates from the auditors.

## **FIRE/BUILDING REPORT**

### **Motion to TABLE Fire Stations 2 Rehabilitation Project**

**Trustee Clark** made the motion; **Trustee Lynch** second the motion as read.

**Discussion:** **Trustee Hart** reminded the Board that this agenda topic was tabled at the December 2022 board meeting; it was agreed it would be tabled until the Village financial house is in order, along with community input.

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

## **POLICE DEPARTMENT**

### **Motion to Approve Disposal of Surplus Vehicle, VIN 1FM5K8AR6FGB61363**

**Trustee Clark** made the motion; **Trustee Lynch** second the motion as read.

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**NEW BUSINESS:**

Trustee Hadnott made the request to purchase his iPad; **Village Administrator, B. Mitchell** noted the process to dispose of surplus equipment will be followed. The Board will have to approve just as the disposal of the police department vehicle.

**OLD BUSINESS:** None

**Motion to Approve Convene to Executive Closed Session**

**Trustee Winston** made the motion; **Trustee Hart** second the motion.

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**\*\*\*Executive Closed Session reconvened to Open Session April 4, 2023 at 9:00pm\*\*\***

**Trustee Lynch** made the motion; **Trustee Hart** second

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**Motion to Approve Diane Maria Maxwell for the position of HR Coordinator at \$75,000 increased to \$80,000 after completion of 90 day evaluation.**

**Trustee Lynch** made the motion; **Trustee Hart** second the motion.

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes: 0**

**Recues: 0**

**Absent: 0**

**Abstain: 0**

**Motion Approved: Yes**

**Motion To Approve Proposal for HR Support with Doing HR Differently, not to exceed \$6,000 for HR Assessment**

**Trustee Lynch** made the motion; **Trustee Hadnott** second

**Discussion:** **Trustee Hadnott** asked the Board if he should recuse himself noting his wife's best friend will be providing HR services. **Trustee Winston** inquired about the overlap of the HR Coordinator position and the HR Support with Doing HR Differently; **Trustee Hart** indicated that there should be further discussion in Executive Session to clarify both HR Coordinator and HR Support roles. She feels that both roles are needed and can operate concurrently. **Trustee Hadnott** proposed at minimal to approve the HR Assessment at \$6k and determine how far the Board wants to go upon getting a professional assessment.

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes: 0**

**Recues: 0**

**Absent: 0**

**Abstain: 0**

**Motion Approved: Yes**

**\*Motion to Approve April 4, 2023, Bills Payable as presented earlier in the meeting by Mayor Ronald Gardiner**

Bills Payable April 4, 2023, Corporate in the amount of \$217,600.32; Sewer and Water Account \$50,061.26; Motor Fuel Tax \$5,336.94; TIF Main Street \$62,112.93; Glenwoodie Golf Course \$39,198.77; TIF Halsted South \$5,549.68

**TOTAL ALL FUNDS \$379,859.90**

**Trustee Hart** made the motion; **Trustee Clark** second the motion as presented.

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

**Ayes:** Clark, Dawson, Hart, Hadnott, Lynch, Winston

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**MOTION TO ADJOURN:**

**Trustee Lynch moved; Second by Trustee Clark**

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

**Ayes:** Clark, Dawson, Hadnott, Hart, Lynch, Winston

**Naes:** 0

**Recues:** 0

**Absent:** 0

**Abstain:** 0

**Motion Approved:** Yes

**ADJOURNMENT:** The April 4, 2023, regular board meeting was adjourned @ 9:05PM.

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**Sandra M. Washington, Village Clerk**

**Schedule of Bills Recap  
Board Meeting 04/18/2023**

Corporate Schedule of Bills	\$ 271,584.13
American Health Resources (ACH)	\$ 8,713.92
<b>total bills payable 04/18/2023</b>	<b>\$ 280,298.05</b>
<b>Fund</b>	<b>Disbursements</b>
Corporate	\$ 280,298.05
Foreign Fire Insurance	\$ 144.00
Sewer & Water	\$ 132,905.30
TIF INDUSTRIAL	\$ 6,000.00
Glenwoodie Golf Course	\$ 39,829.65
TIFS (TIFSouth Halsted)	\$ 2,600.00
<b>TOTAL ALL FUNDS</b>	<b>\$ 461,777.00</b>

Glenwoodie Golf Course	\$ 35,050.08
Illinois Dept. of Revenue (ACH)	\$ 4,779.57
<b>total bills payable 4/18/23</b>	<b>\$ 39,829.65</b>



THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED \_\_\_\_\_

FOR PAYMENT

APPROVED BY :

DATE \_\_\_\_\_

\_\_\_\_\_

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

ACS FINANCIAL  
04/14/2023 09:12:01 Schedule of Bills by (Fnd/Dpt) VILLAGE OF GLENWOOD  
GL050S-V08.19 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 041823 COMMENT... BOARD MEETING 04/18/2023

DATA-JE-ID DATA COMMENT

W-04182023-521 BOARD MEETING 04/18/2023

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	.....						
DELTA DENTAL PLAN OP ILL RETIREES 4/1/23-4/30/23	2,760.52	VOLUNTARY EMPLOYEE DED P	01.000.2119	915351 1663198		P	521 00047
E-COM OPERATING 23/24	45,984.42	PREPAID EXPENSES	01.000.1611	915467 1020		P	521 00060
JUAN TAYALA 543 E 191ST	4,000.00	BUILDING REPAIR ESCROW	01.000.2132	915340 03302023		P	521 00078
52,744.94	.....						
ADMINISTRATION	.....						
AMERICAN PRINTING TECHNO 23/24 VEHICLE STICKERS	5,199.53	VEHICLE STICKERS	01.100.9540	915328 3106		P	521 00016
AT & T 708 753-2449 816 6	575.89	TELEPHONE	01.100.9120	915330 03 25 2023		P	521 00018
CHICAGO SOUTHLAND CHAMBE BOARD INSTALLATION	170.00	DUES SUBSCRIPT. MEMBERSH	01.100.9140	915334 1768		P	521 00027
COEO SOLUTIONS LLC APRIL 2023	92.56	TELEPHONE	01.100.9120	915335 1092244		P	521 00032
COMCAST 8771 40 050 0203288	139.90	UTILITIES	01.100.9180	915475 04022023		P	521 00045
DONAHUE & ROSE PC MARCH 2023 CORP	8,780.00	LEGAL SERVICES	01.100.9151	915352 1354		P	521 00054
1394 TIF MARCH 2023	100.00	LEGAL SERVICES	01.100.9151	915353 1355		P	521 00055
ROCHESTER ROSS	50.00	LEGAL SERVICES	01.100.9151	915354 1356		P	521 00056
WASHLAND 3/2023	100.00	LEGAL SERVICES	01.100.9151	915356 10359		P	521 00053
9,030.00		*VENDOR TOTAL					
FUSTON CLOUD SERVICES, L BACK UP SERVER	259.79	TELEPHONE	01.100.9120	915477 28837969		P	521 00065
HERITAGE TECHNOLOGY SOLU JUNE-AUGUST 2023	1,965.00	COMPUTER-PROGRAMS & EQUI	01.100.9634	915336 234741		P	521 00072
JUNE-AUGUST 2023	28,800.00	COMPUTER-PROGRAMS & EQUI	01.100.9634	915338 234742		P	521 00073
JUNE-AUGUST 2023	30,765.00	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
ADMINISTRATION		*****						
HOMWOOD DISPOSAL SERVICE APRIL 2023	57,762.63	HOMWOOD DISPOSAL	01.100.9888	915339	8251744		P	521 00075
ILLINOIS FIRE & POLICE 2023 SPRING GREG RAY	550.00	POLICE AND FIRE COMMISSI	01.100.9189	915480	02769		P	521 00076
MARTIN WHALEN OFFICE SOL PRINTERS	266.09	COMPUTER-PROGRAMS & EQUI	01.100.9634	915341	IN4347564		P	521 00082
PITNEY BOWES POSTAGE METER	503.31	POSTAGE	01.100.9114	915343	3106043473		P	521 00116
RYDIN DECAL VEHICLE STICKERS	1,791.41	VEHICLE STICKERS	01.100.9540	915346	PS-INV105293		P	521 00138
TRAVELERS PAID LOSS RECOVERY	117.00	LIABILITY INSURANCE	01.100.9171	915347	2345499		P	521 00153
UNITED WAY APRIL FOOD DAY	500.00	DONATIONS/MEMORIALS	01.100.9187	915323	04032023		P	521 00159
WIPPLI LLP #9 APRIL 30TH 2021 AUDIT	2,500.00	ACCOUNTING SERVICES	01.100.9152	915349	2226207		P	521 00164
XEROX FINANCIAL SERVICES COPIERS	1,318.25	COPY MACHINE EXPENSE	01.100.9113	915350	3922868		P	521 00166
	111,541.36	*****						
PUBLIC WORKS		*****						
CINTAS PW GARAGE	132.43	REPAIR/MAINT MUNICIPAL B	01.300.9430	915363	5151955467		P	521 00029
COM ED 0612091031	1,684.58	ENERGY STREET LIGHTING	01.300.9221	915364	03312023		P	521 00039
0283059209	2,416.63	ENERGY STREET LIGHTING	01.300.9221	915367	04052023		P	521 00042
0603011043	66.63	ENERGY STREET LIGHTING	01.300.9221	915463	04032023		P	521 00040
	4,167.84	*VENDOR TOTAL						
COMCAST 8771 40 050 0136801	31.08	UTILITIES	01.300.9180	915462	03 27 2023		P	521 00043

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
PUBLIC WORKS						
ELMER & SONS LOCKSMITHS, KEY	21.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	915369 407806		P 521 00063
EXPERT CHEMICAL & SUPPLY C FOLD TOWELS CAN LINERS	1,478.98	REPAIR/MAINT MUNICIPAL B	01.300.9430	915370 956818		P 521 00064
KREYKES ELECTRIC, INC. 13 REBECCA ST	313.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	915479 371771		P 521 00079
MENARDS BATTERIES	135.94	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	915373 52423		P 521 00088
BUNGERS LED TEST	21.48	REPAIR & MAINTENANCE-VEH	01.300.9420	915374 51574		P 521 00084
LD TRAILER KIT	54.99	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	915406 51632		P 521 00085
WHITE TEA SAGE	3.96	REPAIR/MAINT MUNICIPAL B	01.300.9430	915435 52443		P 521 00089
NICOR GAS 24-77-37-1000 9	164.95	UTILITIES	01.300.9180	915377 03292023		P 521 00110
R&R MAINTENANCE FIRE & F 2021 FORD EXPLORER	65.40	REPAIR & MAINTENANCE-VEH	01.300.9420	915345 13760		P 521 00131
2010 FORD F150	70.20	REPAIR & MAINTENANCE-VEH	01.300.9420	915391 13338		P 521 00121
2005 FORD F350	75.38	REPAIR & MAINTENANCE-VEH	01.300.9420	915392 13756		P 521 00128
	210.98	*VENDOR TOTAL				
RELIANCE SAFETY LANE & S STICKER	32.50	REPAIR & MAINTENANCE-VEH	01.300.9420	915451 120300		P 521 00134
SHORWOOD HOME & AUTO IN FILTER	35.73	PURCHASE-GENERAL TOOLS/E	01.300.9550	915398 02-351944		P 521 00142
TRAFFIC CONTROL & PROTEC STOP SIGN	1,623.40	PURCHASE-GENERAL TOOLS/E	01.300.9550	915456 0018454-IN		P 521 00152
STREET SIGN	294.51	PURCHASE-GENERAL TOOLS/E	01.300.9550	915457 0018088-IN		P 521 00151
	1,917.91	*VENDOR TOTAL				
UNIFIRST CORPORATION MATS	164.79	REPAIR/MAINT MUNICIPAL B	01.300.9430	915402 1651003678		P 521 00155
MATS	163.29	REPAIR/MAINT MUNICIPAL B	01.300.9430	915403 1651003679		P 521 00156
	328.08	*VENDOR TOTAL				
	9,050.85					

VENDOR NAME  
DESCRIPTION  
AAAA STANDARD APPROVAL PLAN  
CORPORATE FUND

AMOUNT  
ACCOUNT NAME  
FUND & ACCOUNT CLAIM  
INVOICE  
PO#  
F/P ID LINE

PARKS

LANSGING HEATING & AIR  
SWITCH REPAIR  
388.50 REPAIR/MAINT MUNICIPAL B 01.400.9430 915371 119569 P 521 00080

MULCH MASTERS  
TOPSOIL  
960.00 MAINT - MUNICIPAL GROUND 01.400.9441 915441 40638 P 521 00095

NICOR GAS  
85-37-37-1000 4 185.82 UTILITIES 01.400.9180 915379 03/29/2023 P 521 00107  
34-12-26-1000 8 182.42 UTILITIES 01.400.9180 915380 03 29 2023 P 521 00103  
03-12-26-1000 3 187.27 UTILITIES 01.400.9180 915381 03282023 P 521 00109  
73-90-34-1000 6 143.79 UTILITIES 01.400.9180 915382 03 28 2023 P 521 00106  
699.30 \*VENDOR TOTAL

PORTABLE JOHN, INC.  
AROUTILLA PARK 238.27 MAINT - MUNICIPAL GROUND 01.400.9441 915378 272742 P 521 00117  
HICKORY GLEN PARK 238.27 MAINT - MUNICIPAL GROUND 01.400.9441 915386 272743 P 521 00118  
476.54 \*VENDOR TOTAL

POLICE

A PLUS PROFESSIONAL TOWI  
POLICE TOW 275.00 TOW FEE EXPENSE 01.500.9509 915359 22670 P 521 00001

AT&T MOBILITY  
03/01/2023-03/31/2023 103.02 TELEPHONE 01.500.9120 915470 X04082023 P 521 00021

CINTAS  
POLICE CABINET 140.25 OFFICE SUPPLIES 01.500.9111 915360 5151146128 P 521 00028

COBO SOLUTIONS LLC  
APRIL 2023 92.56 TELEPHONE 01.500.9120 915335 1092244 P 521 00034

DELTA SONIC CAR WASH  
MARCH 2023 84.00 REPAIR & MAINTENANCE-VEH 01.500.9420 915471 INV-0004489 P 521 00048

DONAHUE & ROSE PC  
TRAFFIC PROS. MARCH 2023 375.00 LEGAL SERVICES 01.500.9151 915361 1358 P 521 00058

MARTIN WHALEN OFFICE SOL  
PRINTERS 266.09 COMPUTER-PROGRAMS & EQUI 01.500.9634 915341 IM4347564 P 521 00083

2,524.34

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
POLICE		.....						
MINER ELECTRONICS CORP. MAY JUNE JULY 2023	864.00	REPAIR/MAINT COMMUNICATI	01.500.9410	915472	343068		P	521 00091
MUNICIPAL SYSTEMS LLC MUNC OFFENSE	541.67	MUNICIPAL SYSTEMS	01.500.9153	915362	MS 2023-03-142		P	521 00096
NATIONAL ASSOCIATION OF MEMBERSHIP	155.00	DUES SUBSCRIPT. MEMBERSH	01.500.9140	915473	4/1/2023		P	521 00098
NICOR GAS 99-61-94-1000 6	445.33	UTILITIES	01.500.9180	915384	03 27 2023		P	521 00102
NORTH EAST MULTI REGIONA MEMBERSHIP FEES	2,375.00	PERSONNEL TRAINING	01.500.9181	915385	322413		P	521 00111
GOSSAGE, GILANT	250.00	PERSONNEL TRAINING	01.500.9181	915474	322916		P	521 00112
	2,625.00	*VENDOR TOTAL						
PREMIER OCCUPATIONAL, MED PHYSICAL EXAM FARLEY	534.60	PHYSICALS	01.500.9186	915387	EM000132		P	521 00119
R&R MAINTENANCE FIRE & F 2019 FORD INTERCEPTOR	72.89	REPAIR & MAINTENANCE-VEH	01.500.9420	915388	13705		P	521 00124
2021 FORD INTERCEPTOR	70.39	REPAIR & MAINTENANCE-VEH	01.500.9420	915389	13660		P	521 00123
2017 FORD INTERCEPTOR	70.39	REPAIR & MAINTENANCE-VEH	01.500.9420	915390	13753		P	521 00127
2021 FORD INTERCEPTOR	30.00	REPAIR & MAINTENANCE-VEH	01.500.9420	915393	13761		P	521 00132
201CHEVY TAHOE	570.94	REPAIR & MAINTENANCE-VEH	01.500.9420	915394	13759		P	521 00130
2020 FORD INTERCEPTOR	608.37	REPAIR & MAINTENANCE-VEH	01.500.9420	915395	13758		P	521 00129
	1,422.98	*VENDOR TOTAL						
RUNCO OFFICE SUPPLY COPY PAPER	361.07	OFFICE SUPPLIES	01.500.9111	915396	900697-0		P	521 00136
SOAP	19.09	OFFICE SUPPLIES	01.500.9111	915397	900967-1		P	521 00137
	380.16	*VENDOR TOTAL						
THOMSON REUTERS - WEST SUBSCRIPTION	456.00	DUES SUBSCRIPT. MEMBERSH	01.500.9140	915399	848158765		P	521 00150
UDOS CAR WASH MARCH 2023	50.00	REPAIR & MAINTENANCE-VEH	01.500.9420	915400	352		P	521 00154
UNIFIRST CORPORATION MATS	163.29	REPAIR/MAINT MUNICIPAL B	01.500.9430	915404	1651006164		P	521 00158

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND								
POLICE								
WORKING WELL BRIAN BRUCATO	301.00	PHYSICALS	01.500.9186	915482	00403879		P	521 00165
	9,274.95							
FIRE								
AIR ONE EQUIPMENT, INC SAFETY FLARES	144.00	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	915327	191949		P	521 00015
AMR KURTZ AMBULANCE SERV 03/16/23-03/31/23	69,763.67	CONTRACT SERVICES	01.600.9020	915461	10943		P	521 00017
AT&T MOBILITY 02-26-23-03-25-23	168.72	TELEPHONE	01.600.9120	915422	X04032023		P	521 00020
AUTOZONE STORE 3554 GOOP STEERING WHEEL COVER	9.42 49.98 59.40	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.600.9420 01.600.9420 01.600.9420	915317 915331	3554048639 3554054746		P	521 00022 521 00023
COBO SOLUTIONS LLC APRIL 2023	92.56	TELEPHONE	01.600.9120	915335	1092244		P	521 00033
COMCAST 8771 40 050 0180817	108.35	UTILITIES	01.600.9180	915426	03232023		P	521 00044
DILLON PRIM BULBS	74.64	REPAIR & MAINTENANCE-VEH	01.600.9420	915358	04/03/2023		P	521 00049
ILLINOIS PUBLIC RISK FUN REVISED WORKERS COMP	8,587.00	WORKMENS COMP INSURANCE	01.600.9170	915357	85139		P	521 00077
MENARDS DEGREASER/PINESOL	143.28	STATION SUPPLIES	01.600.9290	915437	52488		P	521 00090
MONARCH AUTO SUPPLY INC. BATTERY	464.32	REPAIR & MAINTENANCE-VEH	01.600.9420	915440	6981-588300		P	521 00094
NICOR GAS 54 12 26 1000 6	405.39	UTILITIES	01.600.9180	915446	03 28 2023		P	521 00100
PREMIER OCCUPATIONAL MED JOEL BENNETT	694.50	PHYSICALS	01.600.9186	915449	EM000123		P	521 00120

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P	ID LINE
*****							
AAAA STANDARD APPROVAL PLAN CORPORATE FUND							
FIRE							
R&R MAINTENANCE FIRE & F 2013 FORD EXPLORER	875.39	REPAIR & MAINTENANCE-VEH	01.600.9420	915318 13739		P	521 00125
2015 CHEVY TAHOE	80.37	REPAIR & MAINTENANCE-VEH	01.600.9420	915319 13748		P	521 00126
2011 FORD EXPEDITION	795.37	REPAIR & MAINTENANCE-VEH	01.600.9420	915408 13757		P	521 00122
2008 FORD E350	135.00	REPAIR & MAINTENANCE-VEH	01.600.9420	915450 13765		P	521 00133
	1,886.13	*VENDOR TOTAL					
SHOREWOOD HOME & AUTO IN CHAIN LOOP	409.77	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	915320 02-350649		P	521 00141
THE COP FIRE SHOP APPAREL	150.00	UNIFORMS	01.600.9200	915322 211406		P	521 00144
STEVE PELC	170.00	UNIFORMS	01.600.9200	915325 211651		P	521 00145
DYLAN SIROKY	175.00	UNIFORMS	01.600.9200	915326 210872		P	521 00143
	495.00	*VENDOR TOTAL					
THIRD DISTRICT FIRE CHIE DUES	1,818.00	MABAS EXPENSE	01.600.9423	915455 5154		P	521 00147
THOMPSON ELEVATOR INSPEC NALCO 320 W. 194TH	50.00	CONTRACT SERVICES	01.600.9020	915321 23-0818		P	521 00149
US GAS CYLINDERS	144.00	MISCELLANEOUS	01.600.9891	915324 405194		P	521 00160
	143.00	MISCELLANEOUS	01.600.9891	915458 415696		P	521 00161
	287.00	*VENDOR TOTAL					
	85,651.73	*****					
*****							
SENIOR CENTER FUND							
AT & T 708 753-2439 524 8	285.15	TELEPHONE/INTERNET	01.800.9120	915329 03252023		P	521 00019
NICOR GAS 74-66-15-1000 3	250.81	UTILITIES	01.800.9180	915407 03 27 2023		P	521 00101
ZONE TRANSPORTATION LLC MARCH 2023 VOUCHERS	260.00	TAXI VOUCHER PROGRAM	01.800.9611	915483 688		P	521 00167
	795.96	*****					
CORPORATE FUND	271,584.13	**TOTAL FUND**					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****						
SEWER & WATER EXPENDITURES	.....							
CALUMET CITY PLUMBING 229 INGLESIDE	2,000.00	REPAIR/MAINT - SEWER SYS	10.110.9450	915424	57323		P	521 00025
CITY OF CHICAGO HEIGHTS 0701003004-01 METER2 0701003005-01 METER1	56,145.60 60,278.40 116,424.00	WATER PURCHASES/CHGO HTS WATER PURCHASES/CHGO HTS *VENDOR TOTAL	10.110.9608 10.110.9608	915332 915333	03212023 03 21 2023		P	521 00031 521 00030
COBO SOLUTIONS LLC APRIL 2023	92.56	TELEPHONE	10.110.9120	915335	1092244		P	521 00035
COM ED 0831121030 0143096066 0691025055	897.20 86.84 2,842.55 3,826.59	ENERGY FOR PUMPING UTILITIES UTILITIES *VENDOR TOTAL	10.110.9223 10.110.9180 10.110.9180	915365 915366 915476	03 31 2023 04042023 03 31 2023		P	521 00038 521 00041 521 00037
DMC SECURITY SERVICES IN RADIO MONITOR PUMP STATION #2 KOMER PUMP STATION	82.50 66.00 66.00 214.50	REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B *VENDOR TOTAL	10.110.9430 10.110.9430 10.110.9430	915464 915465 915466	300412 300414 300413		P	521 00050 521 00052 521 00051
DYNEGY ENERGY SERVICES ENERGY SUPPLY	2,282.65	ENERGY FOR PUMPING	10.110.9223	915368	146694223031		P	521 00059
GALLAGHER MATERIAL CORP COLD PATCH	122.84	MAINT - MUNICIPAL GROUND	10.110.9441	915430	27477		P	521 00066
GBJ SALES LLC SOLVENT/DEGREASER	4,574.75	CHEMICALS	10.110.9225	915478	4807		P	521 00067
M.F. STIMPSON COMPANY, IN 228 INGLESIDE	545.00	REPAIR/MAINT - WATER SYS	10.110.9411	915372	40219		P	521 00081
MENARDS PLUNGER	19.96	REPAIR/MAINT MUNICIPAL B	10.110.9430	915375	52362		P	521 00087
NICOR GAS 31-35-27-1000 3 84-13-83-1000 2	339.20 921.16 1,260.36	UTILITIES UTILITIES *VENDOR TOTAL	10.110.9180 10.110.9180	915376 915383	03 27 2023 03 29 23		P	521 00105 521 00104

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN	WATER ACCOUNT		*****				
SEWER & WATER EXPENDITURES							
ROSE PEST SOLUTIONS	MONTHLY SERVICE	807.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	915452 3335936 37		P 521 00135
THIRD MILLENNIUM	UTILITY BILLING	570.30	CONTRACT SERVICES	10.110.9020	915469 28960		P 521 00148
UNIFIRST CORPORATION	MATS	164.79	REPAIR/MAINT MUNICIPAL B	10.110.9430	915401 1651006162		P 521 00157
WATER ACCOUNT		132,905.30	*****				
FOREIGN FIRE INSURANCE		132,905.30	**TOTAL FUND**				
NEW VILLAGE HALL EXPENDITURE			*****				
COMMUNITY FIREFIGHTERS	ASSESSMENT	144.00	MISCELLANEOUS	13.130.9891	915427 811		P 521 00046
FOREIGN FIRE INSURANCE		144.00	**TOTAL FUND**				
TIF INDUSTRIAL NORTH		144.00	*****				
TIF INDL NORTH			*****				
WESTSIDE TRANSPORT LLC	DIRT PIPE STORAGE	6,000.00	TIF DISTRICT EXPENSES	65.650.9631	915348 GLEN031523		P 521 00163
TIF INDUSTRIAL NORTH		6,000.00	*****				
GLENWOODIE GOLF COURSE			**TOTAL FUND**				
GOLF COURSE MAINTENANCE			*****				
HELENA AGRI ENTERPRISES	ACELEPRYN	1,137.50	CHEMICALS	70.771.9225	915434 173742736		P 521 00071
MENARDS	PAPER TOWELS/BLEACH	168.01	PURCHASE-GENERAL TOOLS/E	70.771.9550	915436 52276		P 521 00086

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	.....							
SHADES OF GREEN TURF SUP GREENS APPLICATION HYDRO P COMMAND	120.00 6,466.51 6,586.51	FERTILIZER CHEMICALS *VENDOR TOTAL	70.771.9741 70.771.9225	915453 915468	4410 4403		P	521 00140 521 00139
THE HUNTINGTON NATIONAL TORO GROUNDMASTER	688.79	EQUIPMENT LEASE PAYMENTS	70.771.9838	915454	8236857		P	521 00146
8,580.81	.....							
GENERAL & ADMINISTRATIVE	.....							
ACCURATE EMPLOYMENT SCRE BACKGROUND CHECKS	332.31	CONTRACT SERVICES	70.773.9020	915409	AUR2158371		P	521 00002
ACUSHNET COMPANY								
GOLF BALLS APPAREL APPAREL APPAREL APPAREL GOLF CLUBS MERCHANDISE GOLF BALLS 913804665 914864416	234.73 1,855.06 2,496.06 568.40 251.16 413.52 253.23 333.08 6,405.24	COGS-GOLF MERCHANDISE COGS-SPECIAL ORDERS COGS-GOLF MERCHANDISE COGS-SPECIAL ORDERS COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE *VENDOR TOTAL	70.773.9701 70.773.9707 70.773.9701 70.773.9707 70.773.9701 70.773.9701 70.773.9701 70.773.9701 70.773.9701	915410 915411 915412 915413 915414 915415 915416 915417	915363417 915337475 915378339 915378984 915415448 915415449 915415883 913804665		P	521 00005 521 00004 521 00006 521 00007 521 00008 521 00009 521 00010 521 00003
ADIDAS AMERICA INC. MERCHANDISE APPAREL APPAREL	865.99 1,349.02 75.11 2,290.12	COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE *VENDOR TOTAL	70.773.9701 70.773.9701 70.773.9701	915419 915421 915460	615921193 615925175 6159212513		P	521 00011 521 00014 521 00012
CHICAGO DISTRICT GOLF AS DUES	2,740.00	DUES SUBSCRIPT. MEMBERSH	70.773.9140	915425	1938-233		P	521 00026
COEO SOLUTIONS LLC APRIL 2023	92.58	TELEPHONE	70.773.9120	915335	1092244		P	521 00036
GOLF GENIUS SOFTWARE SOFTWARE	699.00	COMPUTER-PROGRAMS & EQUI	70.773.9634	915431	129281		P	521 00068
HARRIS GOLF CARS SALES & GOLF CART SERVICE	181.87	REPAIR/MAINT GOLF CARS	70.773.9419	915433	02-325123		P	521 00070

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****				
GENERAL & ADMINISTRATIVE						
HERITAGE TECHNOLOGY SOLU GLENWOODIE CAMERAS	1,372.11	COMPUTER-PROGRAMS & EQUI	70.773.9634	915337 235014		P 521 00074
MIZUNO USA INC - NDC CART BAG GOLF CLUBS	895.59 1,225.17 2,120.76	COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE *VENDOR TOTAL	70.773.9701 70.773.9701	915438 7944953RI 915439 7942974RI		P 521 00093 P 521 00092
NICOR GAS 00 25 20 2968 1 20 54 67 1809 7	270.22 2,208.33 2,478.55	UTILITIES UTILITIES *VENDOR TOTAL	70.773.9180 70.773.9180	915444 03242023 915445 03 27 2023		P 521 00108 P 521 00099
PING GOLF CLUBS GOLF CLUBS	754.66 3,618.27 4,372.93	COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE *VENDOR TOTAL	70.773.9701 70.773.9701	915448 16795664 915481 16795666		P 521 00114 P 521 00115
VILLAGE OF GLENWOOD WATE 02/28/23-03/31/23	143.50	UTILITIES	70.773.9180	915459 04012023		P 521 00162
23,228.97		*****				
FOOD AND BEVERAGE						
ADIDAS AMERICA INC. APPAREL	1,792.82	UNIFORMS	70.775.9200	915418 6159232698		P 521 00013
BELLABREM DELIVERY 03/08/23	109.06	COGS-NON-ALCOHOLIC BEV	70.775.9737	915423 0200255		P 521 00024
ECOLAB 09/25/2022-10/24/2022 03/25/23-04/24/23	178.20 194.24 372.44	REPAIR/MAINT-GEN TOOLS/E REPAIR/MAINT-GEN TOOLS/E *VENDOR TOTAL	70.775.9425 70.775.9425	915428 6272201468 915429 6337262687		P 521 00061 P 521 00062
GORDON FOOD SERVICE DELIVERY 04 04 2023	87.40	COGS-NON-ALCOHOLIC BEV	70.775.9737	915432 766232282		P 521 00069
NALCO WATER PRETREATMENT DEIONIZER RENTAL	55.68	REPAIR/MAINT BUILDINGS	70.775.9430	915442 2630476		P 521 00097
PEPSI-COLA DELIVERY 3/28/2023	822.90	COGS-ALCOHOLIC BEVERAGE	70.775.9738	915447 52776808		P 521 00113

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Schedule of Bills by (Fnd/Dpt)  
By FUND AND DEPT (Apl Pln) A/P

VILLAGE OF GLENWOOD  
GL540R-V08.19 PAGE 12

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA	STANDARD APPROVAL PLAN		*****					
	GLENWOODIE GOLF COURSE		*****					
	FOOD AND BEVERAGE	3,240.30	*****					
	GLENWOODIE GOLF COURSE	35,050.08	**TOTAL FUND**					
	TIF HALSTED SOUTH		*****					
	TIF HALSTED SOUTH		*****					
	DONAHUE & ROSE PC	2,600.00	LEGAL SERVICES VILLAGE A	73.730.9151	915355 1357			P 521 00057
	TIF SOUTH MARCH 2023	2,600.00	*****					
	TIF HALSTED SOUTH	2,600.00	**TOTAL FUND**					
AAAA		448,283.51	*TOTAL APPROVAL PLAN					

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Schedule of Bills by (Fnd/Dpt.)  
By FUND AND DEPT (APL PLN) A/P

VILLAGE OF GLENWOOD  
GL540R-V08.19 PAGE 13

VENDOR NAME  
DESCRIPTION  
REPORT TOTALS:

AMOUNT  
448,283.51

ACCOUNT NAME

FUND & ACCOUNT CLAIM INVOICE

PO# F/P ID LINE

RECORDS PRINTED - 000167

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Schedule of Bills by (Fnd/Dpt)

VILLAGE OF GLENWOOD  
GL060S-V08.19 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	271,584.13
10	WATER ACCOUNT	132,905.30
13	FOREIGN FIRE INSURANCE	144.00
65	TIF INDUSTRIAL NORTH	6,000.00
70	GLENWOODIE GOLF COURSE	35,050.08
73	TIF HALSTED SOUTH	2,600.00
TOTAL ALL FUNDS		448,283.51

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BLUE	CORPORATE	271,584.13
FFI	FOREIGN FIRE INSURANCE	144.00
GREN	WATER	132,905.30
INDN	TIF INDUSTRIAL NORTH	6,000.00
RED	GLENWOODIE GOLF COURSE	35,050.08
TIFS	TIF HALSTED SOUTH	2,600.00
TOTAL ALL BANKS		448,283.51

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

.....  
.....

11 North Second Ave.

St. Charles, IL 60174

1-800-570-3757

www.ahr.net

April  
 Brd. Mtg  
 4/18/2023

04/03/23

**American Health Resources  
 Deposit Advice for Village of Glenwood**

**Due Date 05/01/23**

Summary	
Premiums	\$8,713.92
Claims reserve balance	\$-32,647.10
Number of employees invoiced	38

Village of Glenwood  
 Ms. Carolyn Williamson  
 1 Asselborn Way

Glenwood IL 604251600

pt n/a

Name	Plan	Coverage	Total
Benoit, Joseph	80% Gold Gap	Single	\$168.66
Bohn, Kyle	100% Basic	Family	\$177.22
Brunette, Linda	100% Basic	Emp with Children	\$108.00
Burke, Christopher	80% Gold Gap	Emp with Children	\$251.17
<b>Dept Total:</b>			<b>\$705.05</b>

pt COBRA

Name	Plan	Coverage	Total
Dornan, Douglas	80% Gold Gap	Single	\$168.66
<b>Dept Total:</b>			<b>\$168.66</b>

pt n/a

Name	Plan	Coverage	Total
Conner, Tyrone	80% Gold Gap	Family	\$424.85
Cordell, Diane	80% Gold Gap	Single	\$168.66
Cotton, Zachary	80% Gold Gap	Family	\$424.85
Fisher, Daniel	80% Gold Gap	Single	\$168.66
Gilani, Saahil	100% Basic	Emp with Children	\$74.48
Gonzalez, Adrian	80% Silver	Single	\$146.67
Hausier, AnnMarie	80% Gold Gap	Single	\$168.66
Hudspeth, Kelli	80% Silver	Single	\$146.67
Kolosh, Garrett	100% Basic	Single	\$72.12
Mancusi, Lauren	80% Silver	Single	\$146.67
Manousopoulos, Basilios	80% Silver	Family	\$369.43
Miller, Nathaniel	80% Gold Gap	Single	\$168.66
Morache, Thomas	80% Gold Gap	Family	\$424.85
Oldenburg, Carolyn	80% Silver	Emp with Children	\$218.41
Owens, Patrick	80% Gold Gap	Family	\$424.85
Peddycord, Derek	80% Gold Gap	Family	\$424.85
Perry, Curtis	80% Gold Gap	Family	\$424.85
Presnak, Leslie	100% Basic	Single	\$72.12
Robbins, Phillip	100% Basic	Family	\$177.22
Rodriguez, Jose	100% Basic	Emp with Spouse	\$135.69
Royals, George	80% Gold Gap	Emp with Spouse	\$322.64
Sanchez, Christopher	80% Gold Gap	Emp with Children	\$251.17
Schmidt, Paul	80% Gold Gap	Emp with Spouse	\$322.64
Smith, Matthew	80% Gold Gap	Single	\$168.66
Stone, Donald	80% Gold Gap	Emp with Children	\$251.17
Welsh Sr., Kevin	80% Gold Gap	Single	\$168.66
Welsh, Kevin	100% Basic	Family	\$177.22
White, Glenn	80% Gold Gap	Single	\$168.66



ACH Glenwoodie 4/18/2023



# VILLAGE OF GLENWOOD

36-6009033  
19301 S STATE ST  
GLENWOOD IL 60425-1671

Welcome, Sandy Chandler

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2023 10:25:28 AM

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## Char Games Provider's License

VILLAGE OF GLENWOOD DBA  
GLENWOODIE GOLF COURSE  
19301 S STATE ST  
GLENWOOD IL 60425-1671  
Closed on 12/31/2013

### Account

CP-01734

Balance

**\$0.00**

- > [Manage Payments and Returns](#)
- > [View more account options](#)

## Liquor Control Commission

GLENWOODIE GOLF COURSE  
19301 S STATE ST  
GLENWOOD IL 60425-1671  
[Action Center Items](#) <sup>1</sup>

### Account

1A-0024036

Balance

**\$0.00**

- > [File a Renewal](#)
- > [View more account options](#)

## ST-1 Sales/Use Tax

GLENWOODIE GOLF COURSE  
19301 S STATE ST  
GLENWOOD IL 60425-1671  
[Action Center Items](#) <sup>5</sup>

### Account

1175-0626

Balance

**\$4,779.57**

- > [File a Return](#)
- > [Manage Payments and Returns](#)
- > [View more account options](#)

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/07/23: \$159,916.18**

**IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.**

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	157,660.04
	TOTAL NEGOTIABLE CHECKS	2,256.14
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>159,916.18</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	22,877.64
	CASH REQUIRED FOR CHECK DATE 04/07/23	<b>182,793.82</b>

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER -** *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</u>
04/06/23	FIFTH THIRD BANK	xxxxxxxxxxxx900	Direct Deposit	Net Pay Allocations	107,514.46	
04/06/23	FIFTH THIRD BANK	xxxxxxxxxxxx900	Direct Deposit	Deductions with Direct Deposit	789.41	<b>108,303.87</b>
04/06/23	FIFTH THIRD BANK	xxxxxxxxxxxx900	Readychex®	Check Amounts	1,670.85	<b>1,670.85</b>
04/06/23	FIFTH THIRD BANK	xxxxxxxxxxxx900	Garnishment	Employee Deductions	767.66	<b>767.66</b>
				<b>EFT FOR 04/06/23</b>		<b>110,742.38</b>
04/07/23	FIFTH THIRD BANK	xxxxxxxxxxxx900	Taxpay®	Employee Withholdings		
				Social Security	9,944.66	
				Medicare	2,325.74	
				Fed Income Tax	14,946.29	
				IL Income Tax	6,849.10	
				IN Income Tax	250.00	
				IN Lake CO Inc	331.46	
				<b>Total Withholdings</b>	<b>34,647.25</b>	
				Employer Liabilities		
				Social Security	9,944.65	
				Medicare	2,325.76	
				<b>Total Liabilities</b>	<b>12,270.41</b>	<b>46,917.66</b>
				<b>EFT FOR 04/07/23</b>		<b>46,917.66</b>
				<b>TOTAL EFT</b>		<b>157,660.04</b>

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/07/23: \$159,916.18**

**NEGOTIABLE CHECKS** - Check amounts will be debited when payees cash checks. Funds must be available on check date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
04/07/23	FIFTH THIRD BANK	xxxxxxxxxxxxx900	Payroll	Agency/Vendor	2,256.14	
<b>TOTAL NEGOTIABLE CHECKS</b>						<b>2,256.14</b>

**REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES** - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
04/07/23	Refer to your records for account	Information	Payroll	Employee Deductions		
				457 EE Pretax	1,435.00	
				457 EE Roth	920.00	
				Aflac Pre	308.23	
				CL Post Tax	144.53	
				CL Pretax	18.68	
				Dental	1,034.23	
				Fire Pension	861.17	
				Gun Reim	92.70	
				Gun Reim @	262.32	
				Gun Reimb 2	79.93	
				IMRF	2,213.92	
				Loan Repayment	362.62	
				Loan repayment 2	119.48	
				Med FSA EE Pretax	159.58	
				Medical	4,949.16	
				NCPERS Grp Life	32.00	
				Pension	7,841.53	
				Union Dues	427.50	
				Union Dues PW	29.00	
				Vision	167.53	
				Vol IMRF	796.16	
				Vol Life	410.45	
				Working Dues PW	94.44	
				pension repay	117.48	
				<b>Total Deductions</b>	<b>22,877.64</b>	
<b>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</b>						<b>22,877.64</b>

**PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF** - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
04/12/23	Taxpay®	FED IT PMT Group	39,487.10
04/12/23	Taxpay®	IL Income Tax	6,849.10

# AGENCY AND VENDOR PAYMENT JOURNAL

0943 1205-5196 Village Of Glenwood

AGENCY / VENDOR NAME	DESCRIPTION	AGENCY CASE # / VENDOR ACCOUNT #	DEDUCTION AMOUNT	CHECK DATE	CHECK #	THIS PERIOD CHECK AMOUNT
AFLAC		G1940		04/07/23	8718 *	308.23
Colonial Life		E4478624		04/07/23	8719 *	163.21
Construction and General Laborers'		099908		04/07/23	8721 *	94.44
Delta Dental		11047 000 0001 00000		04/07/23	8714 *	1,034.23
Fidelity Security Life Insurance Co		9789991		04/07/23	8715 *	167.53
Laborers Union Local #681				04/07/23	8717 *	29.00
Metropolitan Alliance of Police				04/07/23	8716 *	427.50
NCPERS Group Life Insurance				04/07/23	8720 *	32.00
<b>VENDOR CHECK TOTAL</b>						<b>2,256.14</b>
<i>8 Transaction(s)</i>						
<b>COMPANY TOTAL</b>						<b>2,256.14</b>
<i>8 Transaction(s)</i>						
<i>* - Automated Vendor Payment</i>						

**Village of Glenwood Payroll 4/7/2023**

<b>Employee/Elected Officials</b>		<b>Earnings Totals</b>	<b>Employer Liabilities Social Security</b>	<b>Department Total Earnings</b>	<b>Department Total Employer Liabilities Social Security MHI</b>
<b><u>Elected Officials</u></b>					
Gardiner	Ronald	\$ 961.54	\$ 73.56		
Clark	Ronald	\$ 666.66	\$ 51.00		
Dawson Jr	Harold	\$ 666.66	\$ 51.00		
Hadnott	Edward	\$ 666.66	\$ 51.00		
Hart	Toleda	\$ 666.66	\$ 51.00		
Lynch	Dion	\$ 666.66	\$ 51.00		
Winston	Adam	\$ 666.66	\$ 51.00		
Washington	Sandra	\$ 833.34	\$ 63.75		
				\$ 5,794.84	\$ 443.31
<b><u>Village Administrator</u></b>					
Mitchell	Brian	\$ 4,797.77	\$ 351.92	\$ 4,797.77	\$ 351.92
<b><u>Admin Full Time</u></b>					
Eberle	Suzanne	\$ 1,640.00	\$ 125.46		
Williamson	Carolyn	\$ 2,115.39	\$ 148.41	\$ 3,755.39	\$ 273.87
<b><u>Admin Part Time</u></b>					
Chandler	Sandra	\$ 1,603.34	\$ 122.66	\$ 1,603.34	\$ 122.66
<b><u>Chief of Police</u></b>					
Peddycord	Derek	\$ 4,549.31	\$ 324.35	\$ 4,549.31	\$ 324.35
<b><u>Full Time Police</u></b>					
Allen	Corey	\$ 3,588.40	\$ 250.40		
Burke	Christopher	\$ 4,035.12	\$ 291.56		
Conner	Tyrone	\$ 3,536.46	\$ 245.32		
Cotton	Zachary	\$ 4,094.17	\$ 295.01		
Fisher	Daniel	\$ 3,588.30	\$ 266.28		
Gilani	Saahil	\$ 3,989.37	\$ 264.41		
Gonzalez	Adrian	\$ 2,555.38	\$ 190.53		
Gossage	Jeffrey	\$ 3,484.57	\$ 266.57		
Hausier	Anmarie	\$ 1,442.30	\$ 103.41		

Hudspeth	Kelli	\$ 2,598.67	\$ 192.36		
Mancusi	Lauren	\$ 1,442.31	\$ 103.37		
Miller	Nathaniel	\$ 3,536.46	\$ 261.88		
Morache	Thomas	\$ 5,477.31	\$ 391.47		
Oldenburg	Carolyn	\$ 3,536.46	\$ 259.18		
Owens	Patrick	\$ 4,035.12	\$ 290.13		
Perry	Curtis	\$ 5,991.22	\$ 427.52		
Sanchez	Christopher	\$ 4,094.22	\$ 300.45		
Schmidt	Paul	\$ 5,475.15	\$ 408.24		
Smith	Matthew	\$ 4,312.80	\$ 324.50		
Stone	Donald	\$ 3,536.46	\$ 257.11		
Ver Hagen	Brent	\$ 2,472.73	\$ 171.46		
White	Glenn	\$ 3,415.69	\$ 251.34		
Wilbanks	Kyle	\$ 4,076.92	\$ 291.16		
Willett	Joseph	\$ 4,094.17	\$ 307.73	\$ 88,409.76	\$ 6,411.39
<b><u>Part Time Records</u></b>					
<b><u>Clerks</u></b>					
Foley	Lauren	\$ 474.88	\$ 36.33		
Nelson	Shirley	\$ 180.96	\$ 13.84		
Kiousis	Nick	\$ 825.00	\$ 63.11	\$ 1,480.84	\$ 113.28
<b><u>Full Time Fire</u></b>					
Welsh	Kevin	\$ 5,009.35	\$ 377.62		
Welsh Jr	Kevin	\$ 4,076.92	\$ 290.01	\$ 9,086.27	\$ 667.63
<b><u>Building Department</u></b>					
Woods	Charles	\$ 1,971.32	\$ 144.83		
Mathies-Moore	Tiffany	\$ 1,576.92	\$ 115.03	\$ 3,548.24	\$ 259.86
<b><u>Part Time Fire Secretary</u></b>					
Eriks	Cynthia	\$ 329.60	\$ 25.22	\$ 329.60	\$ 329.60
<b><u>Paid on Call</u></b>					
Aldana	Michael	\$ 177.84	\$ 13.61		
George	Erik	\$ 27.04	\$ 2.07		
Hernandez Reyes	Aldo	\$ 64.35	\$ 4.92		
Kramer	Allen	\$ 959.53	\$ 73.40		
Nunn	Joshua	\$ 171.60	\$ 13.13		

Peebles	Diamonds	\$ 13.52	\$ 1.04
Pelc	Steven	\$ 983.58	\$ 75.24
Prim	Dillon	\$ 1,285.96	\$ 98.38
Reynolds	Kevin	\$ 112.32	\$ 8.59
Serviss	Phillip	\$ 673.92	\$ 51.55
Stahnke	Grace	\$ 88.92	\$ 6.80
Sloop	Jon	\$ 399.36	\$ 30.55
Toppen	Cody	\$ 2,919.54	\$ 223.34
Tuftedal	Erik	\$ 914.16	\$ 69.94
Tuftedal	Noah	\$ 882.18	\$ 67.49
Werner	Philip	\$ 601.25	\$ 46.00
Woods	Charles	\$ 555.88	\$ 42.52

		\$ 10,830.95	\$ 828.57
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**PW Director**

Manousopoulos	Basilios	\$ 3,667.50	\$ 257.80
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		\$ 3,667.50	\$ 257.80
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**Public Works**

Benoit	Joseph	\$ 2,293.43	\$ 169.80
Bohn	Kyle	\$ 1,891.26	\$ 122.20
Giles	Kevin	\$ 1,702.13	\$ 130.21
Houser	Shalona	\$ 1,640.00	\$ 121.34
Moore	Sharrod	\$ 1,702.13	\$ 130.21
Kolosh	Garrett	\$ 1,891.26	\$ 138.07
Royals	George	\$ 2,862.81	\$ 206.54
Shomo	William	\$ 1,702.13	\$ 130.21
Strobel Mrs.	Olivia	\$ 2,082.49	\$ 159.31
Yuknis	Larry	\$ 2,533.50	\$ 170.24

		\$ 20,301.14	\$ 1,478.13
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1478.13

**Sr Center**

Cameron	Richard	\$ 225.00	\$ 17.21
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		\$ 225.00	\$ 17.21
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**Village Totals**

		\$ 158,379.95	\$ 11,879.58
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<b>Glenwoodie Maintenance</b>					
Rodriguez	Jose	\$ 3,055.52	\$ 213.85		
Ayala	Roberto	\$ 574.75	\$ 43.96		
Ayala Sr	Ruben	\$ 617.50	\$ 47.24	\$ 4,247.77	\$ 305.05
<b>Glenwoodie Admin</b>					
Robbins	Phillip	\$ 3,062.15	\$ 192.99		
Kennedy	Michael	\$ 760.50	\$ 58.18		
Kluck	Scott	\$ 514.50	\$ 39.36		
Bonic	Brian	\$ 295.75	\$ 22.63		
Pittman	Candise	\$ 225.00	\$ 17.21		
Jones	Clearolie	\$ 365.00	\$ 27.92		
Kullman	Laurel	\$ 273.75	\$ 20.94		
Mundine	Legather	\$ 142.90	\$ 10.93	\$ 5,639.55	\$ 390.16
<b>Glenwoodie</b>	<b>Glenwoodie Total</b>			\$ 9,887.32	\$ 695.21
		\$ 168,267.27	\$ 12,270.41	\$ 180,537.68	

\$ 168,267.27 Earnings  
 \$ 12,270.41 SS & MHI Employer portion  
 \$ 180,537.68 Total  
 \$ 2,256.14 Vendor Checks  
 \$ 182,793.82 Grand total on Cash Requirements

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2023-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 58-31(a) OF THE GLENWOOD VILLAGE  
CODE TO INCREASE THE ALLOWABLE NUMBER OF POLICE OFFICERS**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 18th DAY OF APRIL, 2023**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Glenwood, Cook  
County, Illinois this 18th day  
of April, 2023

**ORDINANCE NO. 2023 - \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 58-31(a) OF THE GLENWOOD VILLAGE CODE TO INCREASE THE ALLOWABLE NUMBER OF POLICE OFFICERS**

WHEREAS, at present, the Village's Code of Ordinances provides that the number of sergeants and patrol officers shall not exceed 22 officers;

WHEREAS, the Village's Board of Trustees have determined that the safety, health and welfare of the Village requires that the Village Code be amended to increase the number of allowable sergeants and patrol officers from 22 to 25 officers; and

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to its home rule powers as follows:

**SECTION 1: RECITALS:**

The foregoing recitals are true, correct and material to this Ordinance. The foregoing recitals shall be incorporated into this section as if they were fully set forth herein.

**SECTION 2: AMENDMENT TO SECTION 58-31(a):**

Section 58-31(a) of the Village's Code of Ordinances shall be amended to: (1) increase the aggregate number of sergeants and patrol officers to a maximum of 25; and (2) and provide for a total maximum department head count of 27. As a result of this amendment, Section 58-31(a) shall state in its entirety as follows:

**Sec. 58-31. Created; composition.**

- (a) There is hereby created in the village a police department, to be an executive department of the village. The police department shall consist of one chief of police, one deputy chief of police, up to seven sergeants as determined to be needed by the village, the number of patrol officers as determined by this section, and such other members as may be provided for from time to time by the village

president and board of trustees. The number of sergeants and the number of patrol officers shall not exceed 25. If the person appointed chief of police or deputy chief of police was at the time of such appointment a member of the village police department, he or she shall retain his or her status and rank while serving as chief of police or deputy chief of police and shall be considered as such for the purpose of authorized strength, and therefore no rank vacancy will be created if a sergeant or patrol officer is appointed as the chief of police or deputy chief of police. In the event the chief of police and/or the deputy chief of police is, at the time of his or her appointment, holding a permanent rank (either patrol officer or sergeant) as a member of the police department, then the number of patrol officers and/or sergeants may be increased by action of the village board of trustees to maintain a total department head count of 27 persons.

\* \* \*

**SECTION 2: HOME RULE.**

This Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 3: INVALIDITY.**

In the event any portion of this ordinance is found to be invalid, the remaining portions of this ordinance shall be severable from any such invalid portion and enforced to the fullest extent possible.

**SECTION 4: EFFECTIVE DATE.**

This Ordinance shall be in full force and effect after its passage, approval and publication



STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

**CERTIFICATE**

I, Sandra M. Washington certify that I am the duly elected and acting municipal clerk of the Village of Glenwood, Cook County, Illinois.

I further certify that on April 18, 2023 the Corporate Authorities of the Village of Glenwood passed and approved Ordinance No. 2023- \_\_\_\_\_, entitled,

**AN ORDINANCE AMENDING SECTIONS 58-31(a) OF THE GLENWOOD VILLAGE CODE TO INCREASE THE ALLOWABLE NUMBER OF POLICE OFFICERS**

which provides by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2023 - \_\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on April 18, 2023, and continuing for at least 10 days thereafter. Copies of such ordinance were also available for public inspection upon request at the Village Hall. A true and correct copy of Ordinance No. 2023 - \_\_\_\_\_ is attached

Dated at Glenwood, Illinois, this 18th day of April 2023.

\_\_\_\_\_  
Sandra M. Washington  
Municipal Clerk

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING  
THE APPROVAL AND EXECUTION  
OF AN ANNEXATION AGREEMENT**

(Northeast corner of Cottage Grove and Joe Orr Road; PIN: 32-14-101-006-0000)

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 18th DAY OF APRIL 2023**

**RESOLUTION 2023 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING  
THE APPROVAL AND EXECUTION  
OF AN ANNEXATION AGREEMENT**

(Northeast corner of Cottage Grove and Joe Orr Road; PIN: 32-14-101-006-0000)

**WHEREAS**, MZW LLC. (the “Developer”) is the contract purchaser of the property which is legally described in Exhibit 1 and known as PIN 32-14-101-006-0000 (the “Territory”); and

**WHEREAS**, the Territory is approximately 34.9 acres in size, and is generally located east of Cottage Grove Avenue and north of Joe Orr Road; and

**WHEREAS**, the Developer desires to acquire the ownership of the Territory and have the Territory voluntarily annexed to the Village of Glenwood pursuant to the provisions of 65 ILCS 5/7-1-8 and in accordance with the terms and conditions set forth in an Annexation Agreement; and

**WHEREAS**, the Territory is presently contiguous to the corporate limits of the Village of Glenwood; and

**WHEREAS**, the Developer, as contract purchaser, submitted an application to the Village of Glenwood for rezoning of the Territory to the M Zoning District upon the annexation of the Territory into the Village; and

**WHEREAS**, the Developer, as contract purchaser, requested that the Village approve a Plat of Subdivision for the Territory upon its acquisition by the Developer and its annexation into the Village; and

**WHEREAS**, upon due notice and advertisement as provided by law, the Village of Glenwood’s Zoning Board of Appeals has held a public hearing on the Developer’s zoning application for the Territory as required by law on February 27, 2023 and after due deliberation thereon and the opportunity for public comment with respect thereto, has recommended that the

Village Board zone the Territory in the Village's M Manufacturing Zoning District, after annexation of the Territory into the Village of Glenwood; and

**WHEREAS**, upon due notice and advertisement as provided by law, the Village of Glenwood's Plan Commission has held a public hearing on the Developer's request for approval of a Plat of Subdivision for the Territory on February 27, 2023, and after due deliberation thereon and the opportunity for public comment with respect thereto, has recommended that the Village Board approve the requested Plat of Subdivision following the Developer's acquisition of the Territory and its annexation into the Village of Glenwood; and

**WHEREAS**, the Corporate Authorities of the Village has given due and careful consideration of the recommendations of the Zoning Board of Appeals and Plan Commission with respect to the aforesaid applications, and in connection therewith has received and reviewed the Annexation Agreement for the Territory in substance and form; and

**WHEREAS**, the Corporate Authorities of the Village have also reviewed the Redevelopment Agreement and the Sales Tax Sharing Agreement that are Exhibits to the Annexation Agreement and are approved with the approval of the Annexation Agreement; and

**WHEREAS**, the Corporate Authorities of the Village have also reviewed a Covenant that is attached as an Exhibit to the Annexation Agreement which will be recorded to prevent truck traffic entering and exiting the Territory from using Glenwood-Dyer Road; and

**WHEREAS**, after acquiring legal and equitable title to all portions of the Territory and the Territory's annexation into the Village, the Developer desires to develop the Territory with an approximately 17,774 square foot trucking office and maintenance center with approximately 26 parking spaces and up to 433 truck parking spaces; and

**WHEREAS**, the Developer, at its sole discretion, may also construct a second approximately 17,774 square foot trucking office and maintenance center on the Territory that is also served by approximately 26 parking spaces; and

**WHEREAS**, the Developer, has also represented that it intends to use the Territory for the sale of trucks which will generate sales tax revenue for the Village; and

**WHEREAS**, the Corporate Authorities of the Village have held a public hearing on the terms of this Annexation Agreement on April 10, 2023 with notice of the date, time and place for said public hearing being given by a newspaper notice placed in a newspaper published in the Village on a date that is not more than 30 nor less than 15 days before the date fixed for the public hearing before the Corporate Authorities; and

**WHEREAS**, the Village, after due and careful consideration, has concluded that the annexation, zoning and development of the Territory pursuant to the terms and conditions contained in the Annexation Agreement would further the growth of the Village, enable to Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village and its residents; and

**WHEREAS**, the Board of Trustees of the Village of Glenwood has determined that it is in the best interest of the Village to enter into the Annexation Agreement, a copy of which is attached hereto as Exhibit 1; and

**NOW THEREFORE**, Be It Resolved by the President and Board of Trustees of the Village of Glenwood, Cook County, Illinois, as follows:

**SECTION 1. Recitals.**

The above recitals are true, correct, material to this Resolution and are incorporated into this Section as if they were fully set forth in this Section.

**SECTION 2. Approval of Annexation Agreement.**

The Annexation Agreement attached hereto as Exhibit 2 is herein approved. The President and Village Clerk are herein authorized and directed to execute and attest to the Annexation Agreement attached as Exhibit 2. The President and Village Clerk are herein also authorized and directed to execute and attest to the Redevelopment Agreement and the Sales Tax Sharing Agreement with are attached to, and approved by, the Annexation Agreement but not effective until after the Territory is annexed into the Village.

**SECTION 3. Effective Date.**

This resolution shall be in full force and effect immediately after its passage by a two-thirds vote of the Corporate Authorities of the Village of Glenwood and its approval by the Village President.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Ronald Gardiner, Village President

ATTEST:

\_\_\_\_\_  
Sandra Washington, Village Clerk

**Exhibit 1**  
(Legal Description of the Territory)

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING FROM SAID SOUTH 1/2, THE NORTH 150.0 FEET THEREOF;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 714.3 FEET; THENCE NORTHWESTERLY 1079.13 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4, DISTANT 1558.82 WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTHEASTERLY 637.81 FEET TO A POINT IN A LINE 150 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND DISTANT 1170.9 FEET WEST OF THE SAID EAST LINE; THENCE EAST ALONG SAID PARALLEL LINE 1170.9 FEET TO SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE 1174.38 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 560.0 FEET TO THE POINT OF BEGINNING; THENCE EAST ON A LINE AT A RIGHT ANGLE, A DISTANCE OF 250.0 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO A POINT; THENCE WEST ON A LINE A DISTANCE OF 250.0 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 150.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ON SAID WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 50.0 FEET TAKEN FOR HIGHWAY), ALL IN BLOOM TOWNSHIP, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE LAND TAKEN AND USED FOR COTTAGE GROVE AVENUE AND JOE ORR ROAD.

**PIN: 32-14-101-006-0000**

**EXHIBIT 2**  
(Annexation Agreement and attached Exhibits)

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

**CERTIFICATE**

I, Sandra Washington, certify that I am the duly elected and acting municipal clerk of the Village of Glenwood, Cook County, Illinois.

I further certify that on April 18, 2023, the Corporate Authorities of the Village of Glenwood passed and approved Resolution 2023-\_\_\_\_, entitled:

**A RESOLUTION AUTHORIZING  
THE APPROVAL AND EXECUTION  
OF AN ANNEXATION AGREEMENT**

(Northeast corner of Cottage Grove and Joe Orr Road; PIN: 32-14-101-006-0000)

The pamphlet form of Resolution No. 2023-\_\_\_\_, including the Resolution and a cover sheet thereof, was prepared, and a copy was posted in the Village Hall, commencing on April 10, 2023, and continuing for at least 10 days thereafter. Copies of such Resolution were also available for public inspection upon request at the Village Hall.

Dated at Glenwood, Illinois, this 18<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Sandra Washington,  
Municipal Clerk

Prepared by and after  
recording return to  
John F. Donahue  
Donahue & Rose P.C.  
9501 W. Devon, Suite 702  
Rosemont, IL. 60018

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**ANNEXATION AGREEMENT**

This Annexation Agreement (the “Agreement”), the attached Redevelopment Agreement and a Sales Tax Sharing Agreement are made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2023 by and between the Village of Glenwood, an Illinois Home Rule municipal corporation (“Village”) and MZW LLC (the “Developer”).

**RECITALS:**

**WHEREAS**, the Developer has entered into a contract for the purchase of property which is legally described in Exhibit A and known as PIN 32-14-101-006-0000 (the “Territory”); and

**WHEREAS**, the Territory is presently owned by James Reitveld, as Trustee of the Trust Agreement of James Reitveld dated January 15, 2001, as to an undivided one-half interest and Jaqueline Rietveld, as Trustee of the Trust Agreement of Jacqueline Rietveld dated January 15, 2001, as to an undivided one-half interest (the “Owners”); and

**WHEREAS**, the Territory is approximately 34.9 acres in size, and is generally located east of Cottage Grove Avenue and north of Joe Orr Road; and

**WHEREAS**, the Developer desires to acquire the ownership of the Territory and have the Territory voluntarily annexed to the Village of Glenwood pursuant to the provisions of 65 ILCS 5/7-1-8 and in accordance with the terms and conditions hereinafter set forth; and

**WHEREAS**, the Territory is presently contiguous to the corporate limits of the Village of Glenwood; and

**WHEREAS**, the Developer, as contract purchaser, has submitted an application to the Village of Glenwood for rezoning of the Territory to the M Zoning District upon the annexation of the Territory into the Village; and

**WHEREAS**, the Developer, as contract purchaser, has requested that the Village approve a Plat of Subdivision for the Territory upon its acquisition by the Developer and its annexation into the Village; and

**WHEREAS**, upon due notice and advertisement as provided by law, the Village of Glenwood's Zoning Board of Appeals has held a public hearing on the Developer's zoning application for the Territory as required by law, and after due deliberation thereon and the opportunity for public comment with respect thereto, has recommended that the Village Board zone the Territory in the Village's M Manufacturing Zoning District, after annexation of the Territory into the Village of Glenwood; and

**WHEREAS**, upon due notice and advertisement as provided by law, the Village of Glenwood's Plan Commission has held a public hearing on the Developer's request for approval of a Plat of Subdivision for the Territory, and after due deliberation thereon and the opportunity for public comment with respect thereto, has recommended that the Village Board approve the requested Plat of Subdivision following the Developer's acquisition of the Territory and its annexation into the Village of Glenwood; and

**WHEREAS**, the Corporate Authorities of the Village has received the report of the Village Staff, and has given due and careful consideration of the reports and the recommendations of the Zoning Board of Appeals and Plan Commission with respect to the aforesaid applications, and in connection therewith has received and reviewed this Agreement in substance and form; and

**WHEREAS**, after acquiring legal and equitable title to all portions of the Territory and the Territory's annexation into the Village, the Developer desires to develop the Territory with an approximately 17,774 square foot trucking office and maintenance center with approximately 26 parking spaces and up to 433 truck parking spaces; and

**WHEREAS**, the Developer, at its sole discretion, may also construct a second approximately 17,774 square foot trucking office and maintenance center on the Territory that is also served by approximately 26 parking spaces; and

**WHEREAS**, the Corporate Authorities of the Village have held a public hearing on the terms of this Annexation Agreement with notice of the date, time and place for said public hearing being given by a newspaper notice placed in a newspaper published in the Village on a date that is not more than 30 nor less than 15 days before the date fixed for the public hearing before the Corporate Authorities; and

**WHEREAS**, the Village, after due and careful consideration, has concluded that the annexation, zoning and development of the Territory pursuant to the terms and conditions hereinafter set forth would further the growth of the Village, enable to Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village and its residents; and

**WHEREAS**, because all portions of the Territory are currently within the Glenwood-Lynwood Library District and will remain within the Glenwood-Lynwood Library District upon

their annexation to the Village of Glenwood, there is no need to provide any notice to the Trustees of any Library District that serves the Territory prior to its annexation to the Village pursuant to 65 ILCS 5/7-1-1; and

**WHEREAS**, because no portion of the Territory is in a Fire Protection District, there is no need to provide any notice to the Trustees of any Fire Protection District that serves the Territory prior to its annexation to the Village pursuant to 65 ILCS 5/7-1-1; and

**WHEREAS**, because the Cottage Grove right of way and the Joe Orr Road right of way adjacent to the Territory are both under the jurisdiction of Cook County, there is no need to provide any notice to any Township Trustees, Township Supervisor or Township Clerk of any Township that has roads within or adjacent to the Territory prior to its annexation to the Village pursuant to 65 ILCS 5/7-1-1; and

**WHEREAS**, Developer is legally authorized to enter into this Agreement with the Village and to perform all of their respective undertakings and covenants set forth herein; and

**WHEREAS**, the Developer and the Village further agree to enter into a Redevelopment Agreement and a Sales Tax Sharing Agreement which are attached to this Agreement; and

**WHEREAS**, the Corporate Authorities of the Village have evaluated the annexation of the Territory according to the terms of this Agreement; and

**NOW, THEREFORE**, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties hereto, Developer and the Village agree as follows:

**1.0 Recitals:** The foregoing recitals are true, correct and material to this Annexation Agreement. The foregoing recitals are hereby incorporated into this paragraph as if they were fully set forth in this paragraph.

**2.0 Annexation of the Territory:** The Territory shall be voluntarily annexed to the Village of Glenwood pursuant to 65 ILCS 5/7-1-8 as soon as reasonably practicable after each and every one of the following has occurred:

**A. Developer's satisfactory completion of its due diligence on Enterprise Zone Incentives.** The Developer shall investigate, meet with Zone Administrator of the Lincoln-394 Enterprise Zone and: (1) determine that the Territory is located within Lincoln-394 Enterprise Zone; (2) determine the State provided Enterprise Zone Incentives that it is eligible for and deemed necessary for the Developer to acquire and complete the Development of the Territory as set forth in this Agreement and; (3) if possible, complete any applications for the State provided Enterprise Zone Incentives.

The Developer shall, within 60 days following the execution of this Annexation Agreement provide the Village with written notice that it has completed its due diligence on the State Enterprises Zone benefits for which it might be eligible and further advise whether it wishes to proceed with the development of the Territory. If the Developer decides not to proceed with the development of the Territory, this Annexation Agreement shall be null and void and of no effect.

**B. Evaluation of eligibility for the creation of a Tax Increment Financing District.** Within 30 days after the Developer serves the Village with written notice that it has completed its due diligence on the State Enterprises Zone benefits for which it might be eligible and advises that it desires to proceed with the development of the Territory, the Village shall hire the necessary consultants to study and report upon whether the Territory is

eligible for the creation of a Tax Increment Financing (TIF) District pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74-4-1 *et.seq.* If the TIF consultant's report establishes that the Territory is eligible for the establishment of a Tax Increment Financing District, the Village and the Developer shall approve a schedule for all hearings and other actions for the creation of a Tax Increment Financing District **on a date after the Developer acquires ownership of the Territory and annexes it to the Village.** The Village shall undertake the necessary notice and hearing process for creating a Tax Increment Financing District for the Territory pursuant to the agreed upon schedule. If the TIF consultant's report establishes that the Territory is not eligible for the establishment of a Tax Increment Financing District, this Annexation Agreement shall be null and void and of no further effect.

**C. Developer's submission of a Petition for Voluntary Annexation.** The Developer's submission of a fully executed Petition for Voluntary Annexation to the Village in a form satisfactory to the Village and in compliance with 65 ILCS 5/7-1-8. The Petition for Voluntary Annexation shall be executed by all the Owners of property within the Territory and shall certify that it has in fact been signed by all the Owners of property within the Territory. The Petition for Voluntary Annexation shall also either: (1) be signed by at least 51% of the electors residing within the Territory and certify that at least 51% of the electors residing within the Territory have signed the Petition for Voluntary Annexation; or (2) certify that there are no electors residing within the Territory.

**D. Plat of Annexation.** Developer shall submit a Plat of Annexation in recordable mylar form to the Village annexing all portions of the Territory to the Village of Glenwood. The Developer shall further pay or cause to be paid all the property taxes due for any portion of the Territory and otherwise comply with any other Cook County requirements that are

necessary for the Plat of Annexation to be recorded. The Plat of Annexation shall show all roads adjacent to the Territory as annexed into the Village if they have not previously been annexed into another municipality.

**3.0 Village Support of Enterprise Zone State Incentives:**

The Village agrees to support and cooperate with the Developer's receipt of any State Enterprise Zone incentives the Developer is qualified to receive, including, without limitation, the Village's prompt execution of any applications or other documents which Developer intends to file with such Lincoln & I-394 Enterprise Zone Governing Board and/or Zone Administrator. The Developer, however, understands that it is its responsible to apply for these Enterprise Zone benefits; that the Village does not control the decision to grant or not grant any State Enterprise Zone Incentives; and that the State Enterprise Zone incentives are subject to all current rules, laws and procedures for the granting of such incentives. The Developer represents that it has made all inquiries it deems necessary and pertinent pertaining to its desire to obtain any State Enterprise Zone incentives desired by the Developer and that it accepts all risk that such the incentive may not be granted at all or may not be granted in the form or manner desired by Developer. The Village shall have no liability or responsibility to the Developer (other than its obligation to support the Developer's request for the State Enterprise Zone Incentives for which the Developer is eligible) or to anyone else if any State Enterprise Zone Incentive available in the Lincoln & I-394 Enterprise Zone is not granted.

**4.0 Annexation Ordinance:** The annexation of the Territory shall be accomplished by the Village of Glenwood's adoption of an ordinance annexing (the "Annexation Ordinance") all of the Territory legally described in "Exhibit A" and all unincorporated highways contiguous thereto into the corporate limits of the Village. The Village shall, as soon as reasonably practicable following

the approval of the Annexation Ordinance, record and file copies of the Annexation Ordinance and Plat of Annexation with the Cook County Recorder and the Cook County Clerk.

**5.0 Zoning:**

5.1 Immediately following adoption of the ordinance annexing the Territory into the Village, the Corporate Authorities of the Village shall approve an Ordinance which: (1) rezones the property upon annexation into the “M” Manufacturing Zoning District.

5.2 The zoning classifications of the Territory shall remain in effect from and after the adoption of the ordinance zoning the Territory to the zoning classifications provided herein, unless an amendment or change is sought by Developer, or the then fee owner of the Territory or of any portion of the Territory. Notwithstanding the foregoing, the parties agree that if the Village re-defines or amends the zoning classification applicable to the Territory, the regulations established by such re-defined or amended zoning classification shall not be more restrictive than, and shall not impose greater limitations on the development, use or enjoyment of the parcels within the Territory than the Zoning District Regulations adopted pursuant to Section 5.1.

**6.0 Plat of Subdivision.** Immediately following adoption of the ordinance annexing the Territory into the Village, the Corporate Authorities of the Village shall approve an Ordinance or Resolution approving the Plat of Subdivision for the Territory that was recommended by the Village’s Plan Commission for approval by the Village’s corporate authorities. The Developer and the Village shall execute the recordable Mylar Plat of Subdivision provided by the Developer and record same with the Cook County Recorder of Deeds office as soon as reasonably possible. The approved Plat of Subdivision for the Territory must be recorded prior to its designation as a Redevelopment Project Area under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74-4-1 *et.seq.* (the “Act”) for the Territory in order to meet the Act’s definition of vacant property for property that has in the past been farmed.

**7.0 Approval of a Tax Increment Financing District.** Following the recording of the Plat of Subdivision, the Village shall undertake the process for the approval of a Tax Increment Financing (TIF) District pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74-4-1 *et.seq.* (the “Act”) for the Territory in accordance with the schedule previously approved by the Developer and the Village. The Village shall provide all the relevant notices, hold the necessary Joint Review Board hearings and public hearings required by the Act. If for any reason the approval of a Tax Increment Financing (TIF) District pursuant to the Act is not approved, this Agreement shall become null and void and of no further effect and, upon the request of the Developer, the Territory will be disconnected from the Village.

**8.0 Approval of a Redevelopment Agreement for the Territory.** The Developer and the Village agree to and shall execute the Redevelopment Agreement attached as Exhibit B. The Redevelopment Agreement shall be executed by the parties upon the execution of this Agreement prior to annexation of the Territory but, the Redevelopment Agreement shall not be effective until after all of the following have occurred: (1) the Developer’s Ownership of the Territory; (2) the annexation of the Territory to the Village of Glenwood; (3) the recording of the Plat of Subdivision pursuant to Section 6.0; and (4) the establishment of a Tax Increment Financing District pursuant to the Act for the Territory.

**9.0 Development of the Property:**

9.1 The Developer shall develop the Territory with an approximately 17,774 square foot trucking office and maintenance center with approximately 26 parking spaces and up to 433 truck parking spaces and all other requirements as identified in the Redevelopment Agreement between the Developer and the Village and this Agreement. The Developer, at its sole discretion, may also construct a second approximately 17,774 square foot trucking office and maintenance center on the Territory that is also served by approximately 26 parking spaces The parking surfaces and drive

aisles shall be asphalt. The Development shall be built in substantial compliance with the concept plans attached as Exhibit C, and all the requirements of the Redevelopment Agreement attached as Exhibit B.

9.2 Any development of the Territory shall conform to the requirements of the Village's Zoning Ordinance and other development regulations with appropriate site, engineering, planned development and landscape plan reviews and approvals by Village Staff, Plan Commission, Zoning Board of Appeals, as applicable, and Board of Trustees as required by the Village Zoning Ordinance and development regulations. The Developer shall submit to the Village a complete permit application, with all required documentation including engineering, development and other required plans (the "Plans") for the development of the Territory in substantial conformance with the Concept Plans attached as Exhibit C. The Village shall review said application in accordance with all applicable ordinances, codes, regulations, The Redevelopment Agreement attached as Exhibit B. and the terms of this Agreement, 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.

9.3 **Approvals.** Prior to commencing any work within the Territory, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes as well as the requirements of any governmental body or agency having any jurisdiction of any aspect of the Redevelopment Property including the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC"). Until such requirements have been satisfied, the Developer or other entity shall have no right to proceed with site preparation or construction, and shall not be entitled to apply for or receive any occupancy permits. The Developer shall not cause or permit any material deviation from Village approved engineering and construction plans and specifications without the Village's prior consent.

## **10.0 Water:**

10.1 **Well Water.** As the Village's closest water main is located more than one mile from the boundary of the Territory, the Developer shall at its own expense provide potable water for use within the Territory by the drilling, operation and maintenance of one or more water wells and water storage storage facilities within the Territory. All wells within the Territory shall be developed, operated and maintained pursuant to best engineering practices.

10.2 **Connection to the Village's municipal water system.** Notwithstanding the provisions of Section 10.1, the Developer, and each of the Developer's successors or assigns and subsequent owners shall be required to tap-on to the Village's water system for service to the entirety of the Territory with Village water within 6 months after a Village owned water main with sufficient capacity to serve the entirety of the Territory is installed within 500 feet of any boundary of the Territory. The Village shall provide the owners of record within the Territory with written notice when a Village-owned water main with sufficient capacity to serve the entirety of the Territory has been placed in operation within 500 feet of any boundary of the Territory. The Developer and its successors, assigns and subsequent owners interested in any portion of the territory shall pay all costs for the improvements that are necessary to tap into and bring Village water to all portions of the Territory. When the Territory is required to be served by the Village's municipal water system, the water main bringing water to the Territory shall be placed along the entirety of either the Cottage Grove right of way or the Joe Orr Road right of way adjacent to the Territory. The Village represents that (i) at such time as water service lines are extended to the Territory, water capacity will remain available to service the Territory as reasonably contemplated herein, (ii) that the Village warrants that, at such time as potable water lines are extended within 500 feet of any boundary to the Territory that it will be able to provide sufficient fire flows to service the Territory based upon the reasonable contemplated uses hereunder, and (iii) that if such water service lines

were extended to the Territory as of the date hereof that they would have sufficient capacity to service the Territory as it is anticipated to be developed pursuant to this Agreement. The Village's water tap-on fees, if any, and the Village's charges for water shall be determined in accordance with the formula uniformly used by the Village on similar properties in the Village. **The obligations of the Developer and its successors or assigns or subsequent owners of any portion of the Territory to tap-on to the Village's water system for service to the Territory, or any portion thereof, within 6 months after a Village owned water main with sufficient capacity to serve the entirety of the Territory is installed within 500 feet of any boundary of the Territory shall be a covenant that runs with the land. At the time the Territory is annexed to the Village, the Developer and the Village, shall each also sign the covenant running with the land that is attached as Exhibit D. The executed Covenant shall be recorded in the Office of the Cook County Recorder of Deeds by the Village and shall be effective upon recording and shall thereafter continue in perpetuity following the termination or expiration of this Agreement until terminated pursuant to the terms of the Covenant.**

10.3 **Village remedies for the failure to comply with Section 10.2.** If the Developer or any of the Developer's successors, assigns or subsequent owners of any portion of the Territory fail to comply with the requirements of Section 10.2, the Village shall have discretion to pursue any one or more of the following remedies either individually or simultaneously:

- a) a suit in the Court of competent jurisdiction seeking specific performance of the obligations established in Section 10.2 and the covenant required therein; and/or
- b) a suit in a Court of competent jurisdiction seeking any form of monetary and/or equitable relief that may be available to the Village under the circumstances; and/or
- c) the establishment by the Village of a special service area and the Village's imposition of a special service area tax on all portions of the Territory to fund the costs necessary for the Village to perform or contract for the work necessary to obtain full compliance with all the requirements of Section 10.2. The costs funded by the Village that are to be reimbursed by the special service area shall include all

design costs, material costs, construction costs, financing costs and interest costs incurred by the Village for the completion of all the work required pursuant to Section 10.2. If the Village funds the costs of the work with its own funds, the Village shall be entitled to receive interest on all costs it has incurred at the annual rate of 5.0% per year or each part thereof on the outstanding balance due until the all the Village's costs have been repaid. The annual special service area tax levied each tax year against the Territory shall not exceed the greater of either (1) 10,000.00; or (2) 2% of the equalizing assessed value of all the taxable property located within the Territory. **The Developer, for itself, and for all of its successors, assigns, future owners and interested parties of any property in the Territory agree to waive any and all rights they may have to object to the formation of a special service area established by the Village pursuant to this Section. The Developer, for itself, and for all of its successors, assigns, future owners and interested parties of any property in the Territory affirmatively consents to the Village's adoption of a special service area and the Village's levy of a special service area tax pursuant to this section. The obligation of the Developer and all of its successors, assigns, future owners and interested parties of any property in the Territory to consent to the Village's adoption of a special service area and the Village's levy of a special service area tax upon all taxable property within the Territory pursuant to this section shall be a covenant that runs with the land in perpetuity after the termination or expiration of this Agreement until the Village has been fully reimbursed, with interest, for all costs it has incurred for connecting the entirety of the Territory to the Village's municipal water system At the time the Territory is annexed, the Developer and the Village, they shall each also sign the covenant running with the land that is attached as Exhibit D. The executed Covenant shall be recorded in the Office of the Cook County Recorder of Deeds by the Village and shall be effective upon recording and shall thereafter continue in perpetuity until terminated pursuant to the terms of the Covenant. The Developer, for itself, and for all of its successors, assigns, future owners and interested parties of any property in the Territory further agrees that the Village shall have an easement as may be necessary over, on and under all portions of the Territory as may be necessary for the Village and its contractors to connect the Village water main to the water distribution systems serving all portions of the Territory.**

## **11.0 Sewer:**

11.1 **Sanitary Sewers.** The Developer at its expense shall be responsible for the entire cost of serving the entirety of the Territory with an on-site sanitary sewer system and an offsite sewer system that conveys sanitary flows into a "MWRDGC" sewer located within or near the Joe Orr Road right of way. In the event any of the off-site components of the sanitary sewer system are

required to be dedicated and maintained by the Village, the Village shall accept the dedication by action of the Village's Corporate Authorities after the off-site installation has been approved by the MWRDGC. Sanitary Sewer flows shall be metered. The Developer shall be responsible for the cost of the meter and its installation. The amounts charged for the sanitary sewer flows by the Village shall be equal to all amounts and fees charged the Village by the MWRDGC plus a Village administrative fee of \$50.00 per month. **The obligation of the Developer and all of its successors, assigns, future owners and interested parties of any property in the Territory to pay the amounts charged for the sanitary sewer flows by the Village plus the Village's administrative fee shall be a covenant that runs with the land in perpetuity after the termination or expiration of this Agreement. At the time the Territory is annexed, the Developer and the Village, they shall each also sign the covenant running with the land that is attached as Exhibit D. The executed Covenant shall be recorded in the Office of the Cook County Recorder of Deeds by the Village and shall be effective upon recording and shall thereafter continue in perpetuity until terminated pursuant to the terms of the Covenant.**

11.2 **Storm Sewers.** The Developer at its expense shall be responsible for the entire cost of the construction, operation and maintenance of any and all storm sewer facilities, detention ponds, storm sewer mains, volume control facilities and any other storm sewer facilities and green spaces, all in accordance with the plans approved by and the permits issued by the MWRDGC.

## **12.0 Roadways:**

Any on-site roadways required by the Developer's future development of any portion of the Territory shall be constructed by the Developer at no cost to the Village, in accordance with the standards therefor established by the applicable Village Ordinances and other applicable laws and

regulations. The Village shall have no responsibility for the construction of any such on-site or off-site roadways necessary to serve the Territory.

**13.0 Development/Permit Fees:**

13.1 The Village agrees that no new types or classifications of land development, subdivision, impact or building permit fees, donations, requirements, costs or impositions, other than those identified in this Agreement, not in existence as of the date of this Agreement will be imposed upon the Territory or its current and future Owners by the Village in connection with the development of the Territory during the term of this Agreement except to the extent such are imposed pursuant to Village Ordinance and are uniformly applied to similar properties throughout the Village. The Village further shall waive any permit and tap-in fees for the development of the Territory, except the cost of all water meters and sewer flow meters shall be paid by the Developer.

**14.0 Building and Other Permits**

The Village acknowledges that after annexation of the Territory, Developer, or its duly authorized representatives, may apply for, and that the Village shall issue, within thirty (30) business days of the date of receipt of a complete application therefore, building permits to begin construction upon the Territory or any portion of the Territory, provided that the application complies with all requirements of the Village Ordinances and this Agreement.

**15.0 Operations:**

The operation of all activities within the Territory shall be performed to preclude any trucks from using Glenwood-Dyer Road for ingress or egress to or from the Territory. Trucks exiting the Territory shall only turn south to enter Cottage Grove Avenue. All trucks entering any portion of the Territory from Cottage Grove shall only do so by making a right turn into the Territory from northbound Cottage Grove. **These obligations imposed upon the Developer and its successors or assigns or subsequent owners of any portion of the Territory shall be a covenant that runs with**

**the land for the benefit of the Village of Glenwood. At the time the Territory is annexed, the Developer and the Village, they shall each also sign the covenant running with the land that is attached as Exhibit D. The executed Covenant shall be recorded in the Office of the Cook County Recorder of Deeds by the Village and shall be effective upon recording and shall thereafter continue in perpetuity following the termination or expiration of this Agreement pursuant to the terms of the Covenant.**

**16.0 Sales Sharing Agreement.**

The Village and the Developer shall enter into a Sales Tax Sharing Agreement in the form attached hereto as Exhibit E for the Territory. Said Sales Tax Sharing Agreement shall continue for twenty years (20) years from the date of Annexation so long as the Territory shall remain in the Village of Glenwood. The Village and the Owners of the Territory shall execute the Sales Tax Sharing Agreement on the date the Ordinance annexing the Territory is approved.

**17.0 Miscellaneous:**

17.1 The parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

17.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the date first above named, upon the Village and upon Developer, together with their respective successors and assigns, and is further intended to be binding upon each successive lot owner of any portion of the Territory. This Agreement shall be recorded with the Cook County Recorder's Office and run with the land.

(b) Developer may assign this Agreement without Village approval, but only in connection with its conveyance of all or any part of the Territory, and upon said assignment and

acceptance by an assignee, Developer shall have no further obligations hereunder as to the Territory or that portion of the Territory conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created thereby with respect to any portion of the Territory retained and not conveyed. If Developer or its successors sell a portion of the Territory, the buyer shall enter into an agreement obligating it to perform all the obligations required within this Agreement by seller and seller shall have no further obligations under this Agreement as it relates to the portion of the Territory so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Territory retained and not conveyed by such seller.

(c) The termination or expiration of this Agreement shall not cause or in any manner affect the covenants running with the Territory that are imposed upon the Developer and its successor, assigns and subsequent owners of any property within the Territory by this Agreement as such covenants shall be effective and binding upon the parties as of the date the Covenant is signed and shall thereafter remain in effect following the termination or expiration of this Agreement pursuant to the terms of the Covenant.

(d) The approval of this Agreement shall also be deemed to include the approval of the Redevelopment Agreement attached as Exhibit B to this Agreement. The parties shall execute the Redevelopment Agreement in conjunction with this Agreement. The Redevelopment Agreement attached as Exhibit B shall be effective only after: (1) the Territory is annexed to the Village of Glenwood; and (2) the Village has created a Tax Increment Financing district pursuant to the Act that includes the Territory. The Redevelopment Agreement attached as Exhibit B to this Agreement shall be contingent upon the Village's approval of a Tax increment financing district for the Territory. If, for any reason a Tax Increment Financing District is not approved, the Redevelopment Agreement attached as Exhibit B shall be null and void and of no effect. The termination or expiration of this Agreement shall not cause or in any manner affect the Redevelopment Agreement

that is then validly in existence as said Redevelopment Agreement shall terminate pursuant to the terms of the Redevelopment Agreement.

(e) The approval of this Agreement shall also be deemed to include the approval of the Sales Tax Sharing Agreement attached as Exhibit E to this Agreement. The parties shall execute the Sales Tax Sharing Agreement when the Territory is annexed to the Village. The Sales Tax Sharing Agreement attached as Exhibit E shall be effective on the date the Territory is annexed to the Village of Glenwood. The termination or expiration of this Agreement shall not cause or in any manner affect the Sales Tax Sharing Agreement that is then validly in existence as said Sales Tax Sharing Agreement shall terminate pursuant to the terms of the Sales Tax Sharing Agreement.

17.3 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to 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 equity.

17.4 This Agreement may only be amended by the Village's adoption of an ordinance authorizing the execution of such amendment, after a public hearing in accordance with Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et. seq.) and the subsequent execution of such amendment by all of the other parties hereto.

17.5 In the event that any pertinent existing or future regulations, resolutions or ordinances of the Village are inconsistent with or conflict with the terms or provisions of this Agreement, the

terms or provisions of this Agreement shall supersede the regulations, resolutions or ordinances in question to the extent of such inconsistency or conflict.

17.6 (a) Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court of Cook County, Illinois.

(b) In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same).

(c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of God, war, strikes, inclement weather conditions, pandemic, inability to secure governmental permits, or similar acts), the time for such performance shall be extended by the length of such delay provided, however that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

17.7 This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

17.8 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed

to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not cause the Village to change any zoning classification which has been approved by the Village pursuant to the provisions of the Village's ordinances and the valid provisions of this Agreement, and such zoning classifications shall not otherwise be changed during the term of this Agreement without Developer's approval. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not cause or in any manner affect the covenants running with the Territory that are imposed upon the Developer and its successor, assigns and subsequent owners of any property within the Territory pursuant to this Agreement.

17.9 The Corporate Authorities agree to aid Developer and to cooperate reasonably with Developer in dealing with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Territory. Furthermore, it is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. The Developer shall not seek to disconnect any portion of the Territory from the Village during the term of this Agreement.

17.10 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

17.11 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

17.12 This Agreement may be reproduced by means of carbons xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

17.13 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

17.14 Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village, or the Corporate Authorities:

VILLAGE OF GLENWOOD  
Attention: President  
One Asselborn Way  
Glenwood, Illinois 60425

with a copy to the Village Attorney:

John F. Donahue  
Donahue & Rose P.C.  
9501 W. Devon, Suite 702  
Rosemont, Illinois 60018

If to Developer:

with a copy to:

17.15 The parties each intend that this Agreement shall require the parties to act in accordance with any and all applicable laws and regulations enacted by any other governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.



**EXHIBIT A TO ANNEXATION AGREEMENT**  
(Legal description)

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING FROM SAID SOUTH 1/2, THE NORTH 150.0 FEET THEREOF;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 714.3 FEET; THENCE NORTHWESTERLY 1079.13 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4, DISTANT 1558.82 WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTHEASTERLY 637.81 FEET TO A POINT IN A LINE 150 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND DISTANT 1170.9 FEET WEST OF THE SAID EAST LINE; THENCE EAST ALONG SAID PARALLEL LINE 1170.9 FEET TO SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE 1174.38 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 560.0 FEET TO THE POINT OF BEGINNING; THENCE EAST ON A LINE AT A RIGHT ANGLE, A DISTANCE OF 250.0 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO A POINT; THENCE WEST ON A LINE A DISTANCE OF 250.0 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 150.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ON SAID WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 50.0 FEET TAKEN FOR HIGHWAY), ALL IN BLOOM TOWNSHIP, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE LAND TAKEN AND USED FOR COTTAGE GROVE AVENUE AND JOE ORR ROAD.

**PIN: 32-14-101-006-0000**

**EXHIBIT B TO ANNEXATION AGREEMENT**  
**(Redevelopment Agreement)**

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**REDEVELOPMENT AGREEMENT**

**Between**

**VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS**

**And**

**MZW LLC**

**Dated as of \_\_\_\_\_**

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## **REDEVELOPMENT AGREEMENT**

This redevelopment agreement (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **MZW LLC**, an Illinois limited liability company with its principal office located at 7851 W. Ogden Ave Suite 200 Lyons, IL 60534 (the "Developer"). (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

### **RECITALS**

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.

The Developer is the contract purchaser of the property that is legally described in Exhibit A and shall hereinafter jointly be referred to as the "Subject Property")

The Developer desires to purchase the Subject Property and annex it into the Village of Glenwood pursuant to the terms of an Annexation Agreement executed by the Village and the Developer and construct a trucking terminal with offices, a truck repair facility and hard surface parking area for trucks, truck trailers and other vehicles on the Subject Property in substantial conformance with the concept plans attached as Exhibit B.

The Village desires to establish a new Tax Increment Financing Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* in order to support and incentivize the development of the Subject Property pursuant to the terms as set forth in this Redevelopment Agreement.

The corporate authorities of the Village, after due and careful consideration, have concluded that the redevelopment of the Subject Property will further the growth of the Village, facilitate the redevelopment of the Subject Property, improve the environment of the Village, increase the assessed valuation of real estate situated within the Village; increase the economic activity within the Village; provide jobs to residents of the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

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

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

**ARTICLE I**  
**RECITALS PART OF AGREEMENT**

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

**ARTICLE II**  
**MUTUAL ASSISTANCE**

**2.0 Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not revoke or amend any future ordinances establishing a Tax Increment Financing Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et.seq.* that includes the Subject Property without the prior written consent of the Developer.

**ARTICLE III**  
**THE REDEVELOPMENT PROJECT**

**3.0 Redevelopment Project.** The "Redevelopment Project" shall be defined as the Developer's acquisition of the ownership of the Subject Property, its annexation to the Village of Glenwood pursuant to the Annexation Agreement executed by the Village and the Developer and its development in substantial conformance to the plans attached as Exhibit B which shall include an approximately 17,774 square foot trucking office and maintenance center with approximately 26 parking spaces and up to 433 truck parking spaces, with the Developer, in its sole discretion, having the option to construct a second approximately 17,774 square foot trucking office and maintenance center on the Subject Property that is served with approximately 26 parking spaces. The parking surfaces and drive aisles shall be asphalt. All buildings shall be served by Village sanitary sewer along with electric and natural gas utility service.

**ARTICLE IV**  
**CONTINGENCIES**

**4.0 Agreement Contingencies.** This Redevelopment Agreement shall be contingent upon the completion of each and every one of following:

- A. Annexation Agreement.** The approval and execution of an Annexation Agreement by the Developer and the Village.
- B. Zoning Board of Appeals.** The holding of a properly noticed public hearing by the Village of Glenwood's Zoning Board of Appeals and their recommendation that the Village's Board of Trustees approve zoning for the Subject Property in the M

Manufacturing District after the annexation of the Subject Property into the Village of Glenwood.

- C. TIF Report.** The receipt of a report from an independent consultant hired by the Village which concludes that the Subject Property meets the eligibility requirements for the creation of a Tax Increment Financing Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* The TIF eligibility report may be contingent upon the recording of a plat subdividing the Subject Property and the annexation of the Subject Property into the Village of Glenwood.
- D. Developer's acquisition of the Subject Property.** The Developer's closing upon and taking ownership and possession of the Subject Property.
- E. Plat of Subdivision.** The Developer's recording of a Plat of Subdivision for the Subject Property after a Public Hearing before the Village's Plan Commission and the Village Board of Trustees approval of the Plat of Subdivision. Because the Subject Property has been farmed, the recording of a Plat Subdividing the Subject Property is necessary for the Subject Property to meet the definition of vacant property necessary for the establishment of a Tax Increment Financing Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*
- F. Annexation.** Annexation of the Subject Property into the Village of Glenwood pursuant to the Annexation Agreement approved and executed by the Village and the Developer which requires: (1) the Developer's submission of a true and correct Petition requesting voluntary annexation to the Village pursuant to 65 ILCS 5/7-1-8; (2) the Developer's preparation of a Plat of Annexation for recording with the Cook County Recorder's Office; (3) the Village's passage of an Ordinance approving annexation of the Subject Property following the giving of any notices that may be required by law, if any; (4) the recording of the Annexation Ordinance and Plat of Annexation with the Cook County recorder's Office and the Village's passage of an Ordinance zoning the Subject Property as agreed to by the Developer and the Village in the previously executed and approved Annexation Agreement. The annexation of the Subject Property into the Village is a necessary prerequisite to the Village's ability to establish a Tax Increment Financing Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*
- G. TIF creation process scheduling.** The Village shall provide the Developer with a schedule identifying the dates and times for the completion of all actions, notices and hearings that are required for the establishment of a Tax Increment Financing District for the Subject Property under the Act which shall include: (1) the establishment of an interested parties registry; (2) the dates for sending out all notices required under the Act; (3) the notification of and the setting of a Joint Review Board hearing on the establishment of a new Tax Increment Financing Redevelopment Project Area for the Subject Property; and (4) notices and newspaper publications necessary for the conduct of a public hearing before the Village's Board of Trustees on the establishment of a new Tax Increment Financing Redevelopment Project Area for the Subject Property. The Village and the Developer shall coordinate the completion of all the contingencies as set

forth in this paragraph so that they can all be timely completed so as to not unduly delay the creation of a Tax Increment Redevelopment Project Area for the Subject Property.

- H. Approval of a Tax Increment Redevelopment Project Area.** The Village's approval of the Ordinances to establish a Tax Increment Redevelopment Project Area pursuant to the Act for the Subject Property.

Neither party to this Redevelopment Agreement shall be obligated to the other to complete any of the contingencies set forth in this Article IV including any or all of the contingencies set forth in Section 4.0(A) through (H). At all times, both the Developer and the Village shall have the full authority and discretion to act in their own best interests to decide whether to pursue or approve any of the contingency items set forth in this Article. Under no circumstances shall the Developer or the Village be liable to the other if any one of the contingencies set forth in this Article are not completed. The Developer and the Village shall each be responsible for their own costs incurred in the pursuit of the completion of any of the above contingencies and shall not make any claim against the other for any costs they have incurred if any of the contingencies set forth in this Article IV cannot be met for any reason. In the event, all the contingencies set forth in this Article are not met by July 1, 2024, any party may upon 30 days written notice to the other declare this Redevelopment Agreement null and void.

#### **ARTICLE V** **CONSTRUCTION APPROVALS**

**5.0 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 the Redevelopment Project to be constructed by the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

**5.1 Construction Approval.** Prior to commencing any work on the Redevelopment Project, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes as well as the requirements of any governmental body or agency having any having jurisdiction of any aspect of the Redevelopment Property including the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). Until such requirements have been satisfied, the Developer or other entity shall have no right to proceed with site preparation or construction, and shall not be entitled to apply for or receive any occupancy permits.

#### **ARTICLE VI** **CONSTRUCTION OF THE REDEVELOPMENT PROJECT**

**6.0 The Redevelopment Project.** In order to further the development of the Subject Property, the Developer shall complete the Redevelopment Project in substantial conformance with the plans as described in Exhibit B and Section 3.0. The Parties agree that in furtherance of the

objectives of the Redevelopment Project, the Subject Property shall be developed substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time as mutually agreed to by the Parties and as required by law.

**6.1 Construction of Redevelopment Project.** The Developer shall commence construction of the Redevelopment Project no later than promptly after approval by the Village of Developer's Plans and any required MWRDGC approvals. The Developer agrees to cause construction of the Redevelopment Project to proceed in a timely manner and substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time. The Developer shall undertake or cause to be undertaken the Redevelopment Project in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency. The Developer shall expeditiously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations. The Developer shall not cause or permit any material deviation from Village approved engineering and construction plans and specifications without the Village's prior consent.

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

**6.3 No Liens.** No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any Village funds in connection with the Redevelopment Project for labor or materials furnished in connection with any acquisition, demolition, site preparation, construction, additions, modifications, improvements, repairs, renewals or replacements so made; provided, however, that the Developer shall not be in default hereunder if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not be in violation of this Section if the Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics' or other liens. The Developer shall pay in full any and all liens for which it is found liable.

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

**6.5 Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability the Village may suffer or incur in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all reasonable attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's negligence, willful misconduct or failure to comply with the terms of this Agreement. The Redevelopment Project shall be completed in all respects by January 1, 2028, subject to force majeure.

**6.6 Village's Right to Monitor and Inspect Redevelopment Project Site.**

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

**ARTICLE VII**  
**REIMBURSEMENT OF**  
**REDEVELOPMENT PROJECT COSTS**

**7.0 Definitions.**

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as follows:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning, or other services as allowed by 65 ILCS 5/11-74.4-3(q)(1).
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, site preparation,

site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land as allowed by 65 ILCS 5/11-74.4-3(q)(2).

3. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter as allowed by 65 ILCS 5/11-74.4-3(q)(6).

The Developer recognizes that by statute, 65 ILCS 5/11-74.4-3(q)(12), the cost of the construction of new privately owned buildings shall not be an eligible redevelopment project cost.

“Eligible Redevelopment Project Costs” are “Redevelopment Project Costs” that have received a Certificate of Eligibility pursuant to Section 7.5.

**7.1 Payment limited to received tax increment revenue; waiver of assessment appeals to PTAB/Circuit Court.**

**(a) THE PARTIES AGREE AND UNDERSTAND THAT THE VILLAGE’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT ONLY LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE TAX INCREMENT REVENUE ACTUALLY RECEIVED BY THE VILLAGE: (1) FROM THE ESTABLISHED TAX INCREMENT REDEVELOPMENT PROJECT AREA FOR THE PROPERTY CURRENTLY IDENTIFIED BY PIN 32-14-101-006-0000.**

**(b) Developer recognizes that the tax increment revenue actually received by the Village in a given calendar year will be reduced by property tax refunds received by the Developer in the same calendar year from prior years’ tax appeals pertaining to any portion of the Subject Property, if any. ACCORDINGLY, THE DEVELOPER AGREES THAT IT WILL WAIVE ANY RIGHT TO CHALLENGE, AND NOT IN ANY MANNER CHALLENGE, THE ASSESSED VALUE OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF AS DETERMINED BY THE COOK COUNTY BOARD OF REVIEW FOR ANY TAX ASSESSMENT YEAR UNTIL THE EXPIRATION OF THE REDEVELOPMENT PROJECT AREA IN WHICH THE PROPERTY IS LOCATED. THIS WAIVER INCLUDES ANY RIGHT TO APPEAL OR CHALLENGE THE DETERMINATION OF THE ASSESSED VALUE OF ANY PORTION OF THE SUBJECT PROPERTY AS DETERMINED BY THE COOK COUNTY BOARD OF REVIEW INCLUDING BUT NOT LIMITED TO ANY EXISTING OR FUTURE RIGHT THE DEVELOPER MIGHT OTHERWISE HAVE TO: (1) FILE ANY COMPLAINT OR PROCEEDING BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD; OR (2) FILE ANY COMPLAINT OR PROCEEDING IN THE CIRCUIT COURT CHALLENGING THE ASSESSED VALUE OF ANY PORTION OF THE SUBJECT PROPERTY; OR (3) PURSUE ANY OTHER METHOD OR PROCEEDING THAT MAY BE AVAILABLE TO IT**

**TO CHALLENGE THE ASSESSED VALUE OF THE SUBJECT PROPERTY AS DETERMINED BY THE COOK COUNTY BOARD OF REVIEW.**

**7.2 Restriction on assessment appeals to the Cook County Assessor or Board of Review.**

Beginning with tax assessment year 2026 (for tax bills payable in 2027) and for each year thereafter, the Developer, and any successor in interest to the Developer, agrees to waive any right it may have to file an appeal of the assessed value of any portion of the Subject Property with either the Cook County Assessor or the Cook County Board of Review. This waiver, however, shall not apply to tax assessment year 2026 or to any subsequent tax assessment year if any one of the following conditions are met:

1. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the destruction of any portion of a structure located upon any portion of the Subject Property;
2. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the impact of an act of God such as a flood, tornado etc. or the discovery of an environmental hazard on the any portion of the Subject Property;
3. The assessment appeal is based upon a claimed reduction in the assessed value as a result of a governmental declaration of emergency or governmental order, related to an emergency including, but not limited to a health emergency or a pandemic which substantially impacts the ability to conduct operations on the Subject Property;
4. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the temporary or permanent cessation of operations on the Subject Property;
5. The assessment appeal is based upon a claimed reduction in the assessed value as a result of restrictions on the use of the Subject Property caused by construction of new improvements on the Subject Property;
6. The assessed value of the Subject Property is 105% or more greater than it was for the prior year;
7. The need to establish or maintain the Cook County Class 8 Incentive for the Property; or
8. The assessment appeal is for only that portion of the Subject Property that is no longer included within a Tax Increment Financing District.

### **7.3 Reimbursement of Eligible Redevelopment Costs.**

(a) The Parties acknowledge that the development of the Redevelopment Project for the Subject Property as provided in Exhibit B and the Village approved plans will be assisted in part by the reimbursement of the Developer's Eligible Redevelopment Project Costs, as certified by the Village, pursuant to Section 7.4. Beginning with the calendar year which begins on January 1st after the date the Developer receives an occupancy permit for the Subject Property and for each calendar year thereafter, the Developer, subject to its compliance with the terms of this Redevelopment Agreement and all the payment limitations of this Agreement, shall be reimbursed for the Eligible Redevelopment Project Costs it has expended in the amounts equal to:

(1) 50% of the tax increment revenue actually received by the Village from only the property currently described by PIN 32-14-101-006-0000.

(b) **Maximum Total Payment.** Notwithstanding any other term or provision of this Agreement, the total sum of all payments received by the Developer shall not exceed the total sum of the Developer's Eligible Redevelopment Project Costs. Developer understands that it shall only be reimbursed from the property taxes it actually pays for the Subject Property in the percentage set forth in Section 7.3(a)(1). Developer understands and expects that it will likely not receive the maximum payment amount as described in this Section 7.3(b).

(c) **Maximum Term.** Developer understands and recognizes that no payment can be made, or be due from the Redevelopment Project Area in which the Subject Property is located (currently PIN: 32-14-101-006-0000) after the Redevelopment Project Area expires pursuant to the Act (December 31, of the year in which the payment of tax increment revenue is made to the Village with respect to property taxes levied in the 23<sup>rd</sup> calendar year after the year in which the ordinances approving the Redevelopment Project Area were adopted).

(d) All the payments due to the Developer pursuant to this Agreement are contingent upon the timely payment of all property taxes 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 Redevelopment Agreement.

(g) Developer payments due under this Agreement shall be payable to MZW LLC. or its successor's or assigns.

(h) Payments due the Developer shall be determined and made annually within 60 days after the due date for the 2nd installment tax bill for each year.

#### **7.4 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, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute 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.

**7.5 Village Accounting.**

The Village shall maintain complete books and records showing deposits to and disbursements from the Special Tax Allocation Fund for the Redevelopment Project Area that includes the Subject Property, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The Village shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

**7.6 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 VIII**  
**VILLAGE SUPPORT OF A CLASS 8 COOK COUNTY INCENTIVE**

**8.0. Village support for a Class 8.** Upon the Developer's request, the Village agrees to pass a resolution or ordinance supporting the Developer's application for a Cook County Class 8 Property Tax Incentive for the Subject Property owned by the Developer. The Developer understands that a Class 8 property tax incentive must be granted by Cook County; that the Village has no authority, control or role in the decision to grant or not grant a Class 8 property tax incentive; and that any such Class 8 incentive is subject to all current and future Cook County ordinances, rules and procedures for the granting of such incentives. The Developer represents that it has made all inquiries it deems necessary and pertinent pertaining to its desire to obtain a Cook County Class 8 property tax incentive. and that it accepts all risk that such an incentive may not be granted at all or may not be granted in the form or manner desired by Developer. The Village shall have no liability or responsibility to the Developer (other than its obligation to support the Developer's request for a County Class 8 incentive) or to anyone else if a Cook County Class 8 property tax incentive is not granted. It shall be the Developer's responsibility to apply for the Class 8 incentive. The Developer also agrees that its failure to obtain a Class 8 property tax incentive shall not be a material mistake of fact or a material mistake of law and that such failure shall not in any manner prevent the enforcement of any other Developer obligation or Village obligation set forth in this Agreement.

**ARTICLE VIX**  
**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 Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. Upon a breach of this Agreement, the non-defaulting Party may terminate this Agreement and may, in any court of competent jurisdiction, by an action or proceeding at law or in equity, secure the specific performance of the covenants and agreements herein contained, or may be awarded damages for failure of performance. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

**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.

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

If to the Village:

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

with a copy to:

John F. Donahue  
Donahue & Rose P.C.  
9501 W. Devon, Suite 702  
Rosemont, IL 60018

If to the Developer:

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

with a copy to:

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

**9.7 Assignment.** Developer may assign this Agreement without Village approval, but only in connection with its conveyance of all or any part of the Subject Property, and upon said assignment and acceptance by an assignee, Developer shall have no further obligations hereunder as to the Subject Property or that portion of the Subject Property conveyed, but shall continue to be bound by this Agreement and shall retain the obligations created thereby with respect to any portion

of the Subject Property retained and not conveyed. If Developer or its successors sell a portion of the Subject Property, the buyer shall enter into an agreement obligating it to perform all the obligations required within this Agreement by seller and seller shall have no further obligations under this Agreement as it relates to the portion of the Subject Property so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Subject Property retained and not conveyed by such seller.

**9.8 Successors and Assigns.** The agreements, undertakings, obligations, 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).

**9.9 Commencement/Termination** This Agreement shall be effective after: (1) this Redevelopment Agreement is executed by all parties; (2) the Subject Property is annexed to the Village of Glenwood and (3) the ordinances approving a Tax Increment Financing Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et.seq.* for the Subject Property have been approved by the Village of Glenwood. This Agreement shall terminate, even if the Developer has not received the total maximum payment set forth in Section 7.3(b), upon the earliest of the following to occur: (1) a termination pursuant to Section 4.0; (2) the completion of the Redevelopment Project and the reimbursement of all amounts due the Developer for which a Certificate of Eligibility has been issued by the Village, (3) the expiration of the Redevelopment Project Area in which the Subject Property is located as required by 65 ILCS 5/11-74.4-3.5(a); or (4) upon the termination of this Agreement as result of a default or the operation of any other provision herein. However, the termination of this Agreement shall not have any impact upon the Developer's continued receipt of any Class 8 Cook County incentive that was previously granted by Cook County.

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

**9.12 Force Majeure.** means any of the following acts or conditions, which are unforeseen, beyond the reasonable control of the Parties and cause (or could reasonably be expected to cause) a delay a Party's performance of its duties or obligations under this Agreement including: (a) acts of God; (b) floods, fires, earthquakes or hurricanes; (c) pandemics or epidemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil disturbance; (e) laws or governmental orders, regulations or acts not in existence or reasonably foreseeable as of the date of this Agreement, or laws or governmental orders, regulations or acts in existence as of the date of this Agreement which are supplemented, increased, modified or amended after the date of this Agreement in a manner which was not reasonably foreseeable as of the date of this Agreement; or (f) strikes, labor stoppages, slowdowns or lockouts, or disruption to transportation services.



## EXHIBIT A TO REDEVELOPMENT AGREEMENT

### (Legal Description)

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING FROM SAID SOUTH 1/2, THE NORTH 150.0 FEET THEREOF;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 714.3 FEET; THENCE NORTHWESTERLY 1079.13 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4, DISTANT 1558.82 WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTHEASTERLY 637.81 FEET TO A POINT IN A LINE 150 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND DISTANT 1170.9 FEET WEST OF THE SAID EAST LINE; THENCE EAST ALONG SAID PARALLEL LINE 1170.9 FEET TO SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE 1174.38 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 560.0 FEET TO THE POINT OF BEGINNING; THENCE EAST ON A LINE AT A RIGHT ANGLE, A DISTANCE OF 250.0 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO A POINT; THENCE WEST ON A LINE A DISTANCE OF 250.0 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 150.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ON SAID WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 50.0 FEET TAKEN FOR HIGHWAY), ALL IN BLOOM TOWNSHIP, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE LAND TAKEN AND USED FOR COTTAGE GROVE AVENUE AND JOE ORR ROAD.

PIN: 32-14-101-006-0000

**EXHIBIT B TO REDEVELOPMENT AGREEMENT**

(Concept Plans)

**EXHIBIT C TO ANNEXATION AGREEMENT**  
(Concept Plans for the development of the Territory)

**EXHIBIT D TO ANNEXATION AGREEMENT**

(Covenant Running with the land to be recorded)

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Prepared by and  
after recording mail to:  
John Donahue  
Donahue & Rose PC  
9501 W. Devon, Suite 702  
Rosemont, Illinois 60018

## **Covenant**

In consideration for the annexation of the property legally described in Exhibit 1 (the "Territory") to the Village of Glenwood, \_\_\_\_\_, an \_\_\_\_\_, (the "Developer") for and on behalf of its successors, assigns, and transferees, herein agrees and covenants to the Village of Glenwood that the use and operation of the Subject Property legally described in Exhibit A of this Covenant shall be permanently subject to the following covenants:

### **Covenant 1 – Connection to the Village of Glenwood’s Water System.**

Within 6 months after the Village of Glenwood gives written notice that a Village of Glenwood owned water main, with sufficient capacity to serve the entirety of the Subject Property, is installed within 500 feet of any boundary of the Subject Property, the Developer and its successors or assigns or subsequent owners of any portion of the Subject Property shall, at its cost, tap-on to the Village of Glenwood’s water main for service to the Subject Property. This Covenant 1 shall run with the land until such time as the entirety of the Subject Property receives water service from the Village of Glenwood’s public water distribution system.

### **Covenant 2 – Consent to a Special Service Area**

As one of the possible remedies for the failure to comply Covenant 1, the Village of Glenwood may, in its sole discretion, establish a Special Service Area for the Subject Property pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5) to impose a Special Service Area property tax on the Subject Property to fund all costs incurred by the Village of Glenwood to connect the Subject Property to the Village of Glenwood’s water system as required by Covenant 1. The Village of Glenwood shall be entitled to receive interest on all costs it has incurred to connect the Subject Property to the Village of Glenwood’s water system as required by Covenant 1 at the annual rate of 5.0% per year or each part thereof on the outstanding balance due until the all the Village’s costs have been repaid. The annual Special Service area tax levied each tax year against the Subject Property shall not exceed the greater of either (1) \$10,000.00; or (2) 2% of the equalizing assessed value of all the taxable property located within the Subject Property. The Developer, for itself, and

for all of its successors, assigns, future owners and interested parties of any property in the Subject Property agree to waive any and all rights they may have to object to the formation of a Special Service Area established by the Village of Glenwood pursuant to this Covenant 2. The Developer, for itself, and for all of its successors, assigns, future owners and interested parties of any property in the Subject Property affirmatively consents to the Village of Glenwood's adoption of a Special Service Area pursuant to this Covenant 2. The obligation of the Developer and all of its successors, assigns, future owners and interested parties of any property in the Subject Property to consent to the Village of Glenwood's adoption of a Special Service Area and its levy of an annual Special Service Area tax upon all taxable property within the Subject Property pursuant to this Covenant 2 shall be a covenant that runs with the land until the Village of Glenwood has been fully reimbursed, with interest, for all costs it has incurred for connecting the entirety of the Subject Property to the Village's municipal water system. The Developer, for itself, and for all of its successors, assigns, future owners and interested parties of any property in the Subject Property further agrees that the Village shall have an easement as may be necessary over, on and under all portions of the Subject Property as may be necessary for the Village and its contractors to connect the Village water main to the water distribution systems serving all portions of the Subject Property. This Covenant 2 shall run with the land until such time as: (1) the entirety of the Subject Property receives water service from the Village of Glenwood's public water distribution system; and (2) the Village of Glenwood has been fully reimbursed, with interest, for all costs it has incurred for connecting the entirety of the Subject Property to the Village's municipal water system.

**Covenant 3 - Ingress and Egress by Truck Traffic.**

The operation of all activities within the Subject Property shall be performed to preclude any trucks from using Glenwood-Dyer Road for ingress or egress to or from the Subject Property. Trucks exiting the Subject Property to Cottage Grove Avenue shall only turn south from the Territory to enter Cottage Grove Avenue. All trucks entering any portion of the Subject Property from Cottage Grove Avenue shall only do so by making a right turn into the Subject Property from northbound Cottage Grove Avenue. These obligations imposed upon the Developer and its successors or assigns or subsequent owners of any portion of the Subject Property shall be a covenant that runs with the land for the benefit of the Village of Glenwood.

**Covenant 4 - Payment for Sanitary Sewer Flows.**

The obligation of the Developer and all of its successors, assigns, future owners and interested parties of any portion of the Subject Property to pay the amounts charged for sanitary sewer flows from the Subject Property by the Village plus the Village's administrative fee shall be a covenant that runs with the land in perpetuity.

\* \* \*

The aforementioned Covenant 1, Covenant 2, Covenant 3 and Covenant 4 shall run with the land pursuant to their respective terms and shall solely be for the benefit of the Village of Glenwood and its successors and assigns and no other party. This restrictive covenant may be waived, released or amended in whole or in part only by a written modification executed by the Developer and the Village of Glenwood and any of their successors in interest.

IN WITNESS WHEREOF, \_\_\_\_\_, an \_\_\_\_\_, and the Village of Glenwood have executed this Restrictive Covenant by its authorized agents pursuant to all requisite authorizations as of the date set forth below.

<p><b>VILLAGE OF GLENWOOD</b>          One Asselborn Way          Glenwood, IL. 60425</p> <p>By: _____          Ronald Gardiner          Village President          Date: _____, 2023</p> <p><b>ATTEST</b></p> <p>_____          Sandra Washington          Glenwood Clerk</p>			<p>_____          _____          _____          _____</p> <p>By: _____</p> <p>Its:</p> <p>Date: _____, 2023</p>
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STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to respectively be the \_\_\_\_\_ of \_\_\_\_\_ executed the forgoing Covenant as the free and voluntary authorized and binding act of \_\_\_\_\_ for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public

**EXHIBIT 1 TO RESTRICTIVE COVENANT**  
(Legal Description of the Subject Property)

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING FROM SAID SOUTH 1/2, THE NORTH 150.0 FEET THEREOF;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 714.3 FEET; THENCE NORTHWESTERLY 1079.13 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4, DISTANT 1558.82 WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTHEASTERLY 637.81 FEET TO A POINT IN A LINE 150 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND DISTANT 1170.9 FEET WEST OF THE SAID EAST LINE; THENCE EAST ALONG SAID PARALLEL LINE 1170.9 FEET TO SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE 1174.38 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 560.0 FEET TO THE POINT OF BEGINNING; THENCE EAST ON A LINE AT A RIGHT ANGLE, A DISTANCE OF 250.0 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO A POINT; THENCE WEST ON A LINE A DISTANCE OF 250.0 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 150.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ON SAID WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 50.0 FEET TAKEN FOR HIGHWAY), ALL IN BLOOM TOWNSHIP, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE LAND TAKEN AND USED FOR COTTAGE GROVE AVENUE AND JOE ORR ROAD.

Currently identified by PIN: 32-14-101-006-0000

**EXHIBIT E**  
(Sales Tax Sharing Agreement)

**SALES TAX SHARING AGREEMENT**

This Sales Tax Sharing Agreement (the “Sales Tax Agreement”) is dated this \_\_\_\_th day of \_\_\_\_\_, 2023, by and between the **VILLAGE OF GLENWOOD**, Cook County, Illinois (“Village”) and MZW LLC (the “Developer”).

**RECITALS:**

A. MZW LLC (the “Developer”) is the owner of the property legally described on "Exhibit A" (the “Subject Property”); and

B. The Developer intends to operate the Subject Property so as to undertake the retail sale of products for which they are legally liable and responsible to collect and pay sales taxes pursuant to the Illinois Retailers Occupation Tax Act, 35 ILCS 120/1 *et.seq.*, or any other sales tax law imposed by the Illinois General Assembly.

C. This Sales Tax Sharing Agreement is being entered into pursuant to the terms and the mutual promises made by the Developer and the Village in an annexation agreement. The parties to this Sales Tax Sharing Agreement each recognize and agrees that the mutual promises and benefits contained in the annexation agreement between the parties to this Sales Tax Sharing Agreement and other parties as well as the mutual promises and obligations contained herein serve as adequate consideration for this Sales Tax Sharing Agreement

D. The Village is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution and is entering into this Sales Tax Sharing Incentive Agreement in the exercise of its home rule authority.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE VILLAGE AND THE DEVELOPER, AS FOLLOWS:**

**SECTION 1: Incorporation of Recitals.** The recitals set forth hereinabove are true, material to this Sales Tax Sharing Agreement and incorporated into this Section as if they were fully set forth herein.

**SECTION 2: “State Sales Tax Revenues” (Defined).** For purposes of this Sales Tax Sharing Agreement, the term “State Sales Tax Revenues” shall only refer to the portion of the State-wide tax rate imposed pursuant to the Retailers’ Occupation Tax Act, 35 ILCS 120/1 *et. seq.* that is actually received by the Village from the State of Illinois (the “State”) as a result of the collection and payment of taxes pursuant to the Retailers’ Occupation Tax Act from operations conducted upon the Subject Property. If at any time the State law changes such that Village’s portion of the taxes collected and paid pursuant to the Retailers’ Occupation Tax Act, 35 ILCS 120/1 *et. seq.*, increases above the amount paid to the Village as of April 1, 2023, then “State Sales Tax Revenues” shall not include any such increases. If at any time the Village receives less than the amounts that would be due the Village under the provisions of the State-wide Retailers’ Occupation Tax Act, 35 ILCS 120/1 *et. seq.*, in effect on April 1, 2023, then “State Sales Tax Revenues” shall be defined as such lesser amount received by the Village pursuant to the Retailers’ Occupation Tax Act, 35 ILCS 120/1 *et. seq.* It is further recognized that the Village may impose additional sales taxes and other revenue taxes as set forth in Division 11 of Article 8 of the Illinois Municipal Code including, but not limited to, the Home Rule Municipal Retailers’ Occupation Tax Act, 65 ILCS 5/8-11-1, the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, the Home Rule Municipal Use Tax Act, 65 ILCS 5/8-11-6, as well as other taxes authorized by the Illinois Municipal Code (“Village Imposed Taxes”) that are also collected by the State of Illinois and paid to the Village and

that any amounts received by the Village as a result of these Village Imposed Taxes shall not be included within the definition of "State Sales Tax Revenues". Notwithstanding any other provision of this Agreement and pursuant to the provisions of 65 ILCS 5/8-11-21, "State Sales Tax Revenue" shall also not include any portion of retailers occupation taxes generated by retail sales of tangible personal property on the Subject Property if: (1) the tax on those retail sales, absent this Agreement, would have been paid to another unit of local government; and (2) the Developer maintains, within another unit of local government, a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers. The Developer shall defend, indemnify and hold the Village harmless from any claim brought against it under 65 ILCS 5/8-11-21 as a result of the Developers improper classification of sales as occurring within the Village when the tangible personal property is delivered to purchasers within another unit of local government. The Developer's indemnity obligation to the Village shall survive the termination of this Sales Tax Sharing Agreement.

**SECTION 3: Agreement to Share a Portion of State Sales Tax Revenues.** State Sales Tax Revenues shall be shared as follows:

The Village shall pay Developer an amount equal to 100% of the State Sales Tax Revenues actually received by the Village as result of the imposition of Retailers' Occupation Taxes under the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et. seq.* Payments shall be made by the Village no more than twice per calendar year on such dates as may be mutually agreed upon by the Developer s and the Village after the Subject Property is annexed to the Village. Developer understands that the payment of State Sales Tax Revenues to the Village by the State for a given month is controlled by the Illinois Department of Revenue and tends to occur approximately 3 months after the sale is made.

**Reporting requirements.** Developer understands that the Illinois Department of Revenue will not provide the Village with the information that is necessary to determine the amount of State Sales Tax Revenue paid to the Village for the Subject Property unless that Developer authorize the State to provide the Village with the information that is necessary to determine the amount of State Sales Tax Revenues due to the Developer under this Sales Tax Sharing Agreement. To that end, Developer and the Village shall complete any such forms and documents as may be required for the implementation of this Sales Tax Sharing Agreement and the determination of any payments due to the Developer hereunder.

In addition, as this Sales Tax Sharing Agreement is subject to State reporting requirements, Developer agrees to provide any and all information requested by the Village in order to allow it to meet the reporting requirements imposed upon the Village by 65 ILCS 5/8-11-21 or any other statutory or regulatory reporting requirement that may from time to time be imposed upon either the Village or Developer.

**SECTION 4: Termination.** This Sales Tax Sharing Agreement shall expire on the last day of the month that occurs 20 years after the date the Subject Property was annexed to the Village and no payments shall be made thereafter. **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS UNDER THIS SALES TAX SHARING AGREEMENT SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY OUT OF THE STATE SALES TAX REVENUE ACTUALLY RECEIVED BY THE VILLAGE PURSUANT TO ALL THE CONDITIONS AND LIMITATIONS OF THIS AGREEMENT.**

**SECTION 5: Agreement to collect and pay taxes.** The Developer agrees to collect and timely pay all retailers' occupation taxes and/or any other salestaxes due under the law. The Developer also agrees that they shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills.

**SECTION 6: Defaults.** The occurrence of any one of the following shall constitute a default under this Agreement:

A. Failure to comply with any term, provision or condition of this Sales Tax Sharing Agreement within the times herein specified and upon the expiration of the cure period provided hereinbelow.

B. The filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy.

C. 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.

In the event of any default under or violation of this Sales Tax Sharing Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. The parties hereto reserve the right to cure any violation of this Sales Tax Sharing Agreement or default within thirty (30) days from written notice of such default; provided, however, that if such default or violation is not reasonably susceptible to cure within such thirty (30) day period, the defaulting party or parties shall have a longer period of time as is reasonably necessary, so long as the defaulting party is acting with due diligence to attempt to cure such default or violation. If such default is so

cured to the reasonable satisfaction of the parties hereto after said thirty (30) day period, or within a reasonable cure period as hereinabove defined, all the terms and conditions of this Sales Tax Sharing Agreement shall remain in full force and effect as if no such violation occurred. Any obligation of the Village to make payments hereunder during any default period shall be stayed. Furthermore, any period of default shall not extend the time limits set forth for payments hereunder.

If and when any Default shall occur, and not be cured as set forth above, 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 Sales Tax Sharing 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 Sales Tax Sharing Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Sales Tax Sharing 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.

**SECTION 7: Notices.** All notices and requests required pursuant to this Sales Tax Sharing Agreement shall be sent by certified mail as follows:

To the Developer:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Village:

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

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

**SECTION 8: Law Governing.** This Sales Tax Sharing Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

**SECTION 9: Binding Effect.** This Sales Tax Sharing Agreement shall inure to the benefit of and shall be binding upon the Village and the Developer and their respective successors and assigns.

**SECTION 10: Limitation of Liability.** No recourse under or upon any obligation, covenant or agreement of this Sales Tax Sharing Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount in excess of any specific sum owed by the Village hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents and employees in excess of such amounts and all and any such rights or claims of the Developer against the Village, its officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Sales Tax Sharing Agreement by the Village.

**SECTION 11: Reimbursement of Village for Legal and Other Fees and Expenses.** In the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Sales Tax Sharing Agreement, then, in that event, the Developer, on notice from Village, shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however, Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal

of any adverse judgment, without the approval of the Village, which approval shall not be unreasonably withheld.

**SECTION 12: No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of any party of this Sales Tax Sharing Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver of relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**SECTION 13: Village Approval or Direction.** Where Village approval or direction is required by this Sales Tax Sharing Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village, unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Sales Tax Sharing Agreement.

**SECTION 14: Section Headings and Subheadings.** All section headings or other headings in this Sales Tax Sharing Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

**SECTION 15: Authorization to Execute.** The officer of the Developer who has executed this Sales Tax Sharing Agreement warrants that he/she has been lawfully authorized by the Developer to execute this Sales Tax Sharing Agreement on behalf of the Developer. The Village hereby warrants that its President and Village Clerk have been lawfully authorized by the Village Board of the Village to execute this Sales Tax Sharing Agreement.

**SECTION 16: Entire Agreement/Amendment.** This Sales Tax Sharing Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than those that are herein set forth. This Sales Tax Sharing 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. No subsequent alteration, amendment, change or addition to this Sales Tax Sharing Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

**SECTION 17: Severability.** If any provision of this Sales Tax Sharing Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Sales Tax Sharing Agreement; provided, however, if the judgment or decree relieves the Village of its monetary obligations under this Agreement, then the Developer will be relieved of its monetary and reporting requirements hereunder. If the Village is relieved only partially of its monetary obligations hereunder, Developer shall remain bound by all applicable reporting requirements and an equal portion of its monetary obligations.

**SECTION 18: Execution of Agreement.** This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

**SECTION 20: Force Majeure (defined).** For the purposes of this Agreement, a *force majeure* is defined as any event arising from causes beyond the control of the Developer, or of any

entity controlled by Developer, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Sales Tax Sharing Agreement despite Developer's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete any performance, or an increase in the cost of performance.

**SECTION 21: Interpretations.** This Sales Tax Sharing 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 Sales Tax Sharing Agreement.

**SECTION 22: Exhibits.** All exhibits attached hereto are declared to be a part of this Sales Tax Sharing Agreement and are incorporated herein by this reference.

**SECTION 23: Independent Contractors.** The Parties shall be and act as independent contractors, and under no circumstances shall this Sales Tax Sharing 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.

**SECTION 24: Rights of Third Parties.** This Sales Tax Sharing Agreement does not create any rights on the part of any person or other entity who is not a Party, or an approved assignee of a Party, to this Sales Tax Sharing Agreement.

**SECTION 25: Non-waiver.** The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Sales Tax Sharing 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 Sales Tax Sharing 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: \_\_\_\_\_

**MZW LLC  
DEVELOPER**

By: \_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[PRINTED NAME]

Date: \_\_\_\_\_



**EXHIBIT "A" TO SALES TAX SHARING AGREEMENT**

(Legal description of the Subject Property)

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING FROM SAID SOUTH 1/2, THE NORTH 150.0 FEET THEREOF;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

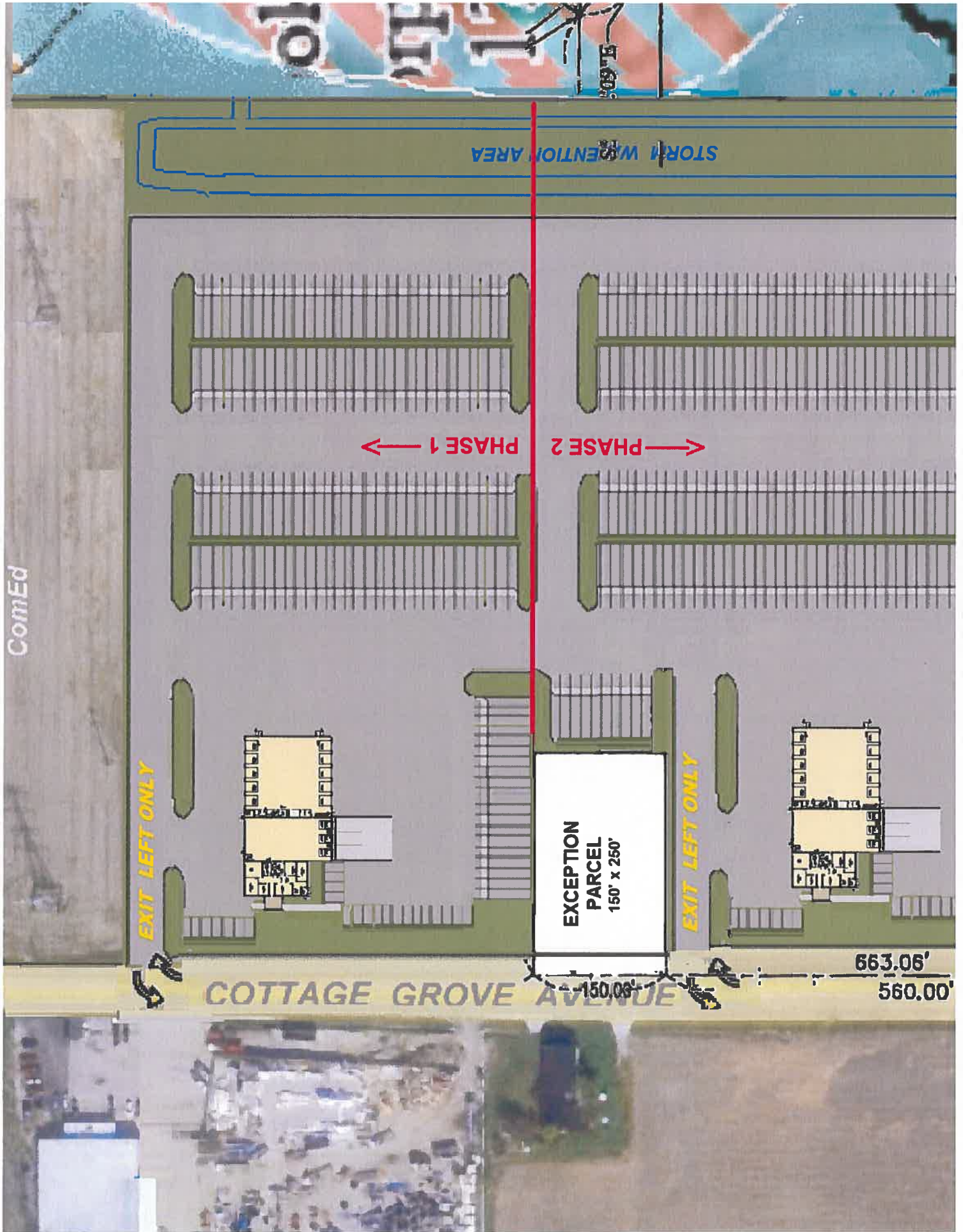
BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, 714.3 FEET; THENCE NORTHWESTERLY 1079.13 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4, DISTANT 1558.82 WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTHEASTERLY 637.81 FEET TO A POINT IN A LINE 150 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND DISTANT 1170.9 FEET WEST OF THE SAID EAST LINE; THENCE EAST ALONG SAID PARALLEL LINE 1170.9 FEET TO SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE 1174.38 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ON THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 560.0 FEET TO THE POINT OF BEGINNING; THENCE EAST ON A LINE AT A RIGHT ANGLE, A DISTANCE OF 250.0 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO A POINT; THENCE WEST ON A LINE A DISTANCE OF 250.0 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID POINT BEING 150.0 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ON SAID WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 50.0 FEET TAKEN FOR HIGHWAY), ALL IN BLOOM TOWNSHIP, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE LAND TAKEN AND USED FOR COTTAGE GROVE AVENUE AND JOE ORR ROAD.

Currently PIN: 32-14-101-006-0000



STORM WATER AREA

← PHASE 1 → PHASE 2 →

EXIT LEFT ONLY

EXIT LEFT ONLY

EXCEPTION  
PARCEL  
150' x 250'

COTTAGE GROVE AVENUE

663.06'  
560.00'

ComEd

Date: April 14, 2023

To: Mayor and Board of Trustees

From: Brian D. Mitchell



Re: Audio/Video Update

I just wanted to inform you that I spoke with the contractor last week and will be addressing our needs in the Board Room and Conference Room. They are expecting that some equipment will be arriving in the upcoming weeks and they will begin to schedule the installation. In addition, they will be out to the Village Hall to look at some areas in question no later than the middle of next week. The discussion was had about a possible temporary system and they felt it would be more disruptive to the Board room and not beneficial. As a result, we are looking into what we have here that may achieve the goal of the residents. I am hopeful that they will be able to get started prior to June and completion will not be far away.

Date: April 14, 2023

To: Mayor and Board of Trustees

From: Brian D. Mitchell 

Re: Motion to Dispose of Three Village IPADS

We currently have three IPADS that are used by Village Trustees. These devices are at least four years old, and they have requested to purchase them from the Village. If this is approved, I will need to order three new IPADS for Board members that will be seated at our next meeting. The current value of these ranges from \$25.00 - \$50.00 on the open market. The Board should decide what or if any payment should be made by those requesting to purchase.



# Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

## Glenwood Police Department April 18<sup>th</sup> 2023, Board Report

**RECENT ACTIVITY:** During the month of March, the GPD responded to 786 service calls with the following call types being the majority:

- Traffic Stops
- Burglar Alarms
- Domestic Disturbances
- Medical Calls
- Request to speak with an officer

### **SIGNIFICANT INCIDENTS:**

- Glenwood Oaks march 26<sup>th</sup> at approximately 0200 am, at closing time in the parking lot of Glenwood oaks an altercation between two groups occurred. Preliminary investigation indicates 1 suspect fired shots from a vehicle at the other group. GPD officers were in immediate vicinity and gave chase but were unable to catch the offending vehicle. No injuries were reported, this appears to be isolated to the involved persons who attended this private event. Investigation ongoing, should be noted that no persons involved wanted any assistance from the GPD nor would they provide any to us.
- 27 March, ongoing investigation for Blackstone incident. This was a targeted incident and appears to be a conflict between some of the occupants and/or their guests and the suspects. The occupants have since moved out. The property owner has been cited for violations of our crime free housing ordinance and is due in local court this month. We are working with the building department to the extent the law permits us to monitor this residence.
- Hit and Run accident in area of Halsted and 187<sup>th</sup> St; several sections of fencing on east side of Halsted were damaged, open investigation.

### **MAR ARRESTS:**

Mar 3<sup>rd</sup> 2025 43 of Glenwood, was charge with Freeman was charged with the following: Failure to Yield at an Intersection; DUI-Alcohol; Driving While License

(708) 753-2420 Department  
(708) 753-2405 Fax

One Asselborn Way  
Glenwood, Illinois 60425



# Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

Expired; No Proof of Insurance; Obstructing a Peace Officer; Resisting a Peace Officer after being involved in an accident at 183<sup>rd</sup> St and Halsted.

Mar 4<sup>th</sup> 2023          33 of Lansing IL, was charged with Battery for striking another person at a business at 18409 S Halsted St.

Mar 5<sup>th</sup>, 2023          40 of Hazel Crest IL, was charge with domestic battery in the area of Halsted and Holbrook.

Mar 6<sup>th</sup>, 2023          36 of Matteson, was arrested for driving with a suspended license in the 19200 block of S Halsted after being stopped for registration plate violations.

Mar 9<sup>th</sup>, 2023          35 of Lynwood, was arrested for driving on a suspended license, no proof of insurance, and speeding in the 100 block of Main St.

Mar 10<sup>th</sup>, 2023          43 of Chicago, was charged with disobeying a traffic control device, no valid D/L, no proof of valid auto insurance, and no front registration plate after being failing to stop at a stop sign at Longwood and Arquilla.

Mar 11<sup>th</sup>, 2023          21 of Chicago Heights, was charged with driving without proper headlamps, driving with an invalid license, and driving without insurance in the 200 block of Main St.

Mar 12, 2023          38 of Glenwood, was charged with driving with a revoked driver's license in the area of Main and Campbell.

Mar 18<sup>th</sup>, 2023          26 of Matteson, was charged with driving with a suspended driver's license and no insurance in the area of Halsted and 187<sup>th</sup> St.

Mar 19<sup>th</sup>, 2023          40 of Richton Park, was charged with driving with a revoked driver's license and improper lane usage in the 18400 block of South Halsted.

Mar 19<sup>th</sup>, 2023          30 of Burnham, was charged with retail theft after refusing to pay has bill at a restaurant in the 18400 block of S Halsted.

## **MUTUAL AID/TASK FORCE ACTIVATIONS:**

SSMCTF: GPD investigators were activated for callouts in Park Forest and Sauk Village.

SMART: No Activations

SSERT: 1 activation to assist other agency.

(708) 753-2420 Department

(708) 753-2405 Fax

One Asselborn Way  
Glenwood, Illinois 60425



# Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

**STEP GRANT:** April is distracted driving month the Glenwood Police Department is partnering with the Illinois Department of Transportation, the Illinois State Police and more than 200 local law enforcement agencies to step up enforcement efforts across the state. Motorists can expect to see increased patrols and traffic safety enforcement zones throughout April.

“During Distracted Driving Awareness Month, law enforcement will boost enforcement efforts, stopping anyone who is texting and driving. In Illinois, using your phone in anything other than hands-free mode is not only dangerous, it’s illegal.

The Illinois distracted driving campaign is funded with federal traffic safety funds administered by IDOT.

## **SAFETY/CRIME PREVENTION TIP:**

- **IRS Scams** Tax season is upon us, please visit the following IRS websites for current fraud and scam alerts. [IRS and Tax Identity Scams | USAGov](#) [Tax Fraud Alerts | Internal Revenue Service \(irs.gov\)](#)
- **APRIL IS CHILD ABUSE AWARENESS MONTH** National Child Abuse Prevention Month recognizes the importance of families and communities working together to prevent child abuse and neglect. Prevention services and supports developed by this collaboration can help to protect children and strengthen families.
  - [National Child Abuse Prevention Month - Child Welfare Information Gateway](#)
- New “Neighborhood Watch” yard signs available at the PD; also available at HOA meetings.

**TRAINING:** In Feb and March GPD officers received training in responding to and supervising police related critical incidents, such as active shooters, barricaded persons, area searches, etc.. In March we also received legal training on state mandated in-service training topic(s): Civil Rights and Constitutional & Proper Use of Law Enforcement Authority

Certain officers also attended specific training courses in:

- “Tactical Trauma Care and Shock Management”
- “Response to Trauma instructor course”
- Officer wellness course
- Introduction to “Crisis Intervention Team” training

(708) 753-2420 Department  
(708) 753-2405 Fax

One Asselborn Way  
Glenwood, Illinois 60425



# Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

- Breath alcohol analysis course for DUI enforcement

**STAFFING:** The GPD is still currently down 4 officers; two spots are vacant and two officers are on medical leave. We currently have a candidate completing the background process and if successful will start the police academy on May 1<sup>st</sup> 2023. If so, that officer would be full duty status approximately Dec 2023.

We had a “Lateral Hire” scheduled to start April 17<sup>th</sup> 2023, however he notified us on 12 April that he accepted a position with another agency.

Ofc White has given notice that he is retiring at the end of May 2023 after 20 years of service. We have a second entry level applicant whose background is being processed now, and if successful could start the police academy in May. This is dependent on successful background check process and securing a police academy slot.

## MISCELLANEOUS:

- GPD attended HOA meetings including Estates Easter Egg Hunt
- GPD attended the monthly “lunch with the law” at BJHS
- GPD Admin attended the Jr Women’s League meeting to discuss current scams, phishing, identity theft, and online safety.

Derek Peddycord

*Derek Peddycord*

Chief of Police

14 April 2023

(708) 753-2420 Department  
(708) 753-2405 Fax

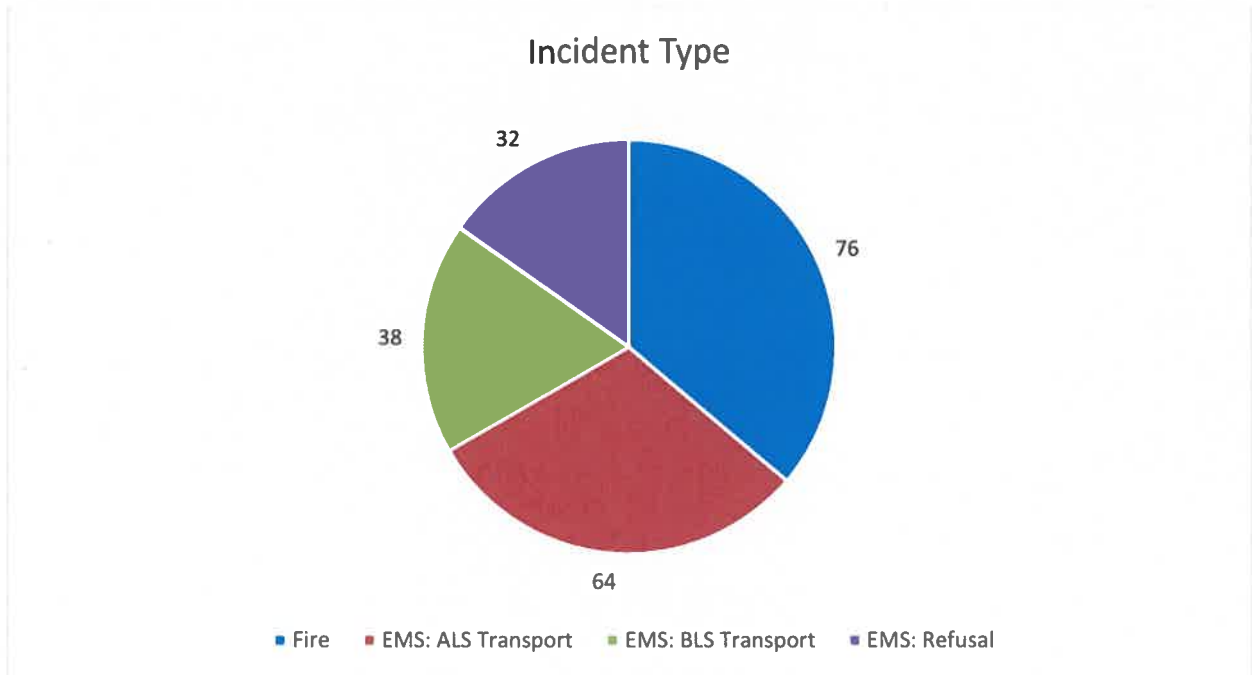
One Asselborn Way  
Glenwood, Illinois 60425

# GLENWOOD FIRE DEPARTMENT MONTHLY REPORT MARCH 2023

## Response Statistics

In March, the Fire Department responded to two-hundred, ten (210) emergency calls. Of these, EMS accounted for 64% or one-hundred, thirty-four (134) calls. The other seventy-six (76), or 36%, were fire-related responses.

Our one-hundred, thirty-four (134) EMS calls yielded one-hundred, thirty-six (136) patient contacts. Of those patients, one-hundred and two (102) patients (76%) were transported to the hospital. Of those transported, 63% (64 patients) received Advanced Life Support (ALS) care. This is the highest level of care a patient receives from Emergency Medical Technicians. The remaining thirty-eight (38) patients transported to the hospital received Basic Life Support (BLS) care, which is the lower level of care often indicating that a patient needs to be taken to the hospital and evaluated as a precaution.



Our average response time (from dispatch to arrival) was four minutes and sixteen seconds (0:04:16), and our average turnout time (from dispatch to enroute), which is the time it takes for units to go enroute after receiving the call, was forty-eight seconds (0:00:48). Overall, our response times were on par with normal monthly averages.

Also of note, 23% of our calls were overlapping. This means that a second, or sometimes third, call was dispatched while another call was already in progress. Additionally, we provided automatic or mutual aid thirty-three (33) times while only needing assistance from a neighboring department one (1) time during the month. Lastly, our average on scene time for all incidents was fifteen minutes and fifty seconds

(15:50). This average was down from last month. This time varies from month-to-month given the wide variety of natures of calls to which we respond.

### **Incident Notes**

March was a very busy month for us in terms of call volume. Most notably among the calls we ran were a few residential fires in our neighboring towns. We assisted Homewood with a mobile home fire on March 3<sup>rd</sup>, East Hazel Crest with a two-flat apartment building on March 7<sup>th</sup>, Hazel Crest with a house fire on March 18<sup>th</sup>, and Lansing with a house fire on March 26<sup>th</sup>. Additionally, on March 6<sup>th</sup> we had our own close call when a resident had a small stove fire. Luckily, our first arriving crew was able to quickly extinguish the fire prior to it spreading to the adjacent kitchen cabinets, and the automatic aid companies from our neighboring departments were returned.

We also had a few vehicle fires that were fully engulfed by the time we arrived. Luckily, no one was injured by either fire. And on March 24<sup>th</sup>, we responded to and extinguished a large brush fire on the west side of Route 394. This was a reminder of the changing weather patterns, and as we enter into the warmer months, the combination of the warm temperatures and dry air contribute to higher chances of ignition and rapid spread of brush fires.

Following suit with the change of weather from winter to spring, we had our first bout with severe weather just a week later. Late afternoon and into the evening, the area was hit with severe thunderstorms that brought heavy rain, hail, and very strong winds. After sunset, the strongest line of storms made their way through and produced a funnel cloud that touched down briefly just south of us in the Chicago Heights area. This prompted activation of a tornado warning and the corresponding warning siren activation. During this time, E-Com Dispatch went into storm mode, which further prioritizes emergency calls, and the dispatchers send non-emergent calls to a designated mobile data terminal in one of our command vehicles. All reported incidents and hazards were responded to and checked appropriately.

Aside from these situations, the majority of our calls were, while still emergencies, mostly routine for us.

### **Inspectional Services**

In addition to incident response, our Fire/Building Inspector and shift personnel were again busy conducting inspections in March. We conducted eighty (80) scheduled building inspections, twelve (12) health inspections, and seven (7) fire/life safety inspections, of which the breakdown is as follows:

- 30 Rental Inspections (28 original inspections, 2 follow-ups)
- 24 Point-of-Sale Inspections (14 original inspections, 10 follow-ups)
- 23 Permit Inspections
- 3 In-Home Business Inspections
- 7 Fire Inspections (4 original inspections, 3 follow-ups)
- 12 Health Inspections (4 original inspections, 8 follow-ups)

In addition, one-hundred, sixty-three (163) new code enforcement violation notices were posted, one-hundred and forty-three (143) of which were issued a citation and summons to our Local Ordinance Court. These citations ranged from garbage cans being left at the curb too long and other property maintenance issues to inspection violations not corrected to failure to register rental properties.

On Tuesday, March 28<sup>th</sup>, we held a Landlord Meeting where several landlords attended. Village officials from the Fire (Building) Department, Police Department, Department of Public Works, and Village Administration spoke to the landlords about the annual inspection process, annual landlord license, village's landlord/tenant agreement, and the Crime Free Housing ordinance. There was time for questions and answers, and a meaningful dialogue resulted. Hopefully everyone walked away with a better understanding of the processes and the reasons for them.

### **Fire/EMS Training**

Our training program during March was also very busy. We started the month working on forcible entry and pump operator training in preparation for our upcoming quarterly live fire training. In addition, we worked with a few of our neighboring towns on initial fire scene operations. To accomplish this, we had the other three departments bring their apparatus and meet at our Hickory Glen Park. We used the exterior of the fieldhouse to simulate a residential fire scenario. We conducted the same drill three days in a row to ensure each shift got to participate.

We also conducted a pre-incident planning session with the Homewood Fire Department at the Glenwood Manor Condos. Their crew joined us to walk through each of the buildings and discuss possible fire scenarios and how we would specifically respond to each. Due to some scheduling challenges, we were only able to complete this training with one of the three shifts, but we have a plan in the works to incorporate each of the other two shifts soon.

These smaller group training sessions with our neighbors are every bit as valuable as the individual training we do within our department every day. With our increased call volume intersecting with limited staffing, we must all be familiar with our primary response areas in neighboring towns. These "automatic aid" drills early in the month helped better prepare us all for the "mutual aid" live fire training at the end of the month.

Additionally, we conducted our annual SCBA air consumption drill where each firefighter must perform a series of labor-intensive tasks while wearing an SCBA to gauge how much time he/she can get out of one bottle of air. This required drill is critically important so that we know our limitations and don't increase our chances of injury or death while fighting a fire.

And finally, for EMS training this month we focused on dementia overview, assessment, and care, as well as general communications and documentation for EMS incidents. In all, we covered a lot of information on both the fire and EMS sides of our job.

### **Special Events**

On Wednesday, March 8<sup>th</sup>, the crew attended "Lunch with the Law (and Firefighters)" at Brookwood Junior High School. Each month a class of students, chosen by the school, has an opportunity to have a dialogue with police officers and firefighters while sharing lunch.

Then, on Friday, March 31<sup>st</sup>, we instructed another CPR Class at Aperion Care. This second class so far this year afforded another four employees the opportunity to recertify in CPR/First Aid, which is a requirement for their job. At the same time, Fire Department personnel were able to continue to build a better relationship with the staff at Aperion Care.

Due to the tremendous amount of fire training conducted during the month, as well as assisting with a busy month of inspections, all while responding to a busier-than-usual number of emergency calls, there was little time left to plan more special events. While March was yet another busy month for us, we continue to try to provide as many value-added services as possible while maintaining our skill and professionalism handling emergencies.

Yours For a Fire Safe Community,

A handwritten signature in black ink, appearing to read 'K. Welsh', written in a cursive style.

Kevin A. Welsh  
Fire Chief

# **MEMO**

Date: April 14, 2023

To: Mayor, Village Administrator and Board of Trustees

From: Bill Manousopoulos

Re: Public Works Monthly Report

## **Grass Contract Update**

On March 29, 2023, I sent a copy of the 2023 Grass contract to Elmore's Lawn care to be signed. As of April 14, 2023, I have not received a signed copy. The contractor has requested for the specs that were advertised and awarded be changed. I will update the board as new information is available.

# **Glenwood PW February Report**

During the month of February Public Works received a wide variety of calls to go along with our regularly scheduled tasks. Below is a breakdown of those requests.

## **STREETS**

In February Public Works filled potholes throughout the Village and will continue to monitor. PW has begun street assessments for street resurfacing and sidewalk replacement.

## **GARBAGE**

In February Public Works collected 30 yards of trash and litter, crews concentrated on the following thruways 187<sup>th</sup> St, Halsted, Main St. Plaza area and Holbrook Rd amongst other locations.

## **Forestry**

In February Public Works removed 2 trees (Center St and 192<sup>nd</sup> PL). Pw has begun stump removals throughout the village for the removal of diseased trees in years past. Crews have started trimming of low hanging branches in the Manor and Estates neighborhoods and will continue on through the entire Village.

## **Snow/Ice Removal**

In February Public Works responded to 3 separate after hour calls for snow removal. Crews arrived and cleared our main roads then cleared secondaries and completed each neighborhood.

## **Water System Maintenance**

In February Public Works reponed to 6 separate main breaks (Minerva & 194<sup>th</sup>, 317 and 320 Center, 300 Maryland, 700 Blk of 193<sup>rd</sup> Pl and Strieff & Arizona> Crews were dispatched to locations

and made the necessary repairs without interrupting service. Daily rounds continue at our pumping stations daily to monitor flow in and out of stations.

## **Sewer Maintenance**

In February public Works responded to 5 separate reports of water backing up into homes, 3 were found to have clogged service lines and instructed them what needed to be done to resolve the issue. 2 homes located on Spruce backed up due to our lines being full. Crews jetted and vacced the mains and the water began to flow out. Gave those to residents my contact info for any damage that may have been caused. Crews in February also took advantage of the weather and located man holes in the backyards in the Manor for future reference.

## **Equipment**

In February Public Works started to prepare for the warm weather and get equipment ready for the season. Mowers serviced. Chipper blades replaced, and fluids changed. Weed whackers, saws, pruners ect.. sharpened and prepared for the season.

## **Parks and Village Buildings**

In February Public Works has begun to weed and mulch Village Buildings. Blakey Center, Arquilla and Center St. field houses are complete along with the front entrance to the estates. Public Works will continue till all parks and buildings are complete. Plans have been shared for park upgrades and are pending budget completion.

## **Employee Numbers**

On March 6 Public Works has hired 3 additional employees bringing our number to 9, these employees are being trained and will be evaluated before the 90 day probationary period is over.

Please free to contact me with any questions or concerns. Bill Manousopoulos

# Memo

**To:** Village Board of Trustees  
**From:** Phil Robbins  
**Date:** April 14, 2023  
**Re:** Part Time/Seasonal Pay Increase and Chemical Purchase

---

I am seeking approval for the proposed pay increases for Glenwoodie Seasonal/Part Time employees as provided in the attachment.

These increases will keep us in-line with industry trends and other area courses.

Lee is seeking approval for 2023 Season Chemical Pre Book Order Totaling \$36866.00 This will be on Fiscal 23-24 Budget.

This purchase will cover the 2023 Season and give us a \$4500 Rebate in September and \$2500 in Free Product.

## Proposals for hourly employees at Glenwoodie

### Grounds

New Hires \$19

Returners: \$20 Current Employees earn \$17-\$19 per hour.

### Outside Staff (Rangers, Starters, Carts)

New Hires \$13

Returners: \$14 Current Employees earn \$12 per hour.

### Inside:

#### Pro Shop Attendant

New Hire \$15

Returners \$16 Current Employees earn \$12-\$15 per hour.

#### Cooks:

New Hires \$15

Returners \$16 Current Employees earn \$12-\$15 per hour.

Illinois minimum wage was increased to \$13 per hour effective 1/1/2023, and then effective 1/1/2024 it will increase to \$14 per hour with the final increase being 1/1/2025 to \$15 per hour.



**Glenwoodie April Board Report 4.18.23**

	Mar-20	Mar-21	Mar-22	2yr Average	Mar-23	Diff 3 Yr Avg	
Rounds		1117	851	984	296	-688	-107%
Golf Ops	Covid	\$ 90,807.00	\$ 90,357.00	\$ 90,582.00	\$ 45,645.00	\$(44,937.00)	-65%
F&B		\$ 2,371.00	\$ 2,628.00	\$ 2,499.50	\$ 14,794.00	\$ 12,295.00	142%
Total		\$ 93,178.00	\$ 92,985.00	\$93,081.50	\$ 60,439.00	\$(32,642.00)	-42%

March Weather was Terrible... First Time I can remember Better February than March....April looks great so far!

**Banquets Breakdown:**

We hosted 6 Events in March

Food Total: \$92...All Events had outside Catering

Hall Rental: \$10938

Alcohol Total: \$3506

Non-Alcohol: \$205

**Golf Operations Breakdown:**

296 Rounds of Golf = \$7051

Season Passes: Sold 26 Totaling \$28423

Merchandise Sold: \$53472

Golf League Fees: \$3024

Range: \$1375

Gaming Revenue: \$2992.17



People... Products... Knowledge.

**Helena Agri-Enterprises, LLC**  
 225 Schilling Boulevard Suite 300  
 Collierville, TN 38017

Return Service Requested

ACCOUNT NUMBER
12450342
STATEMENT DATE
31-MAR-2023

PLEASE PAY BY

15-APR-2023

**HELENA STATEMENT**

TOTAL BALANCE	36,866.00
AMOUNT DUE	0.00
AMOUNT ENCLOSED	

Pay Online @ <https://helenaagri.com> then click on "E-Helena Login"

SOLD TO ("PURCHASER")

MAKE CHECK PAYABLE TO HELENA AGRI-ENTERPRISES, LLC

REMIT TO



010637



Glenwoodie Golf Course : 2118895  
 19301 S State St  
 Glenwood, IL 60425-1671

00124503420000000006

Helena Agri-Enterprises, Llc  
 98324 Collection Center Drive  
 Chicago, IL 60693-0983



THIS IS A STATEMENT OF YOUR ACCOUNT WITH HELENA AGRI-ENTERPRISES, LLC aka HELENA CHEMICAL COMPANY AS OF THE DATE SHOWN ABOVE. ANY CHARGES OR PAYMENTS AFTER THIS DATE WILL BE REFLECTED ON THE NEXT MONTH'S STATEMENT. TO AVOID FINANCE CHARGES, PAYMENT MUST BE RECEIVED ON OR BEFORE THE DATE(S) LISTED BELOW

RETAIN BOTTOM PORTION FOR YOUR RECORDS TO ENSURE PROPER CREDIT. PLEASE RETURN TOP PORTION WITH YOUR PAYMENT IN THE ENVELOPE PROVIDED. PLEASE MAKE SURE THE "REMIT TO" ADDRESS SHOWS THROUGH THE RETURN ENVELOPE WINDOW.

ACCOUNT NUMBER: 12450342

STATEMENT DATE: 31-MAR-2023

DATE	REFERENCE	DESCRIPTION	PLEASE PAY BY	TRANSACTION AMOUNT	ACCOUNT BALANCE
		Previous Balance			36,866.00
28-FEB-23	173742440	Invoice	20-JUN-2023	1,231.50	38,097.50
28-FEB-23	173742439	Credit Memo	28-FEB-2023	-1,231.50	36,866.00
		Total Balance			36,866.00

TRANSACTION SUMMARY

PREVIOUS BALANCE	PAYMENTS/CREDITS	CHARGES/OEBITS	FINANCE CHARGES	TOTAL BALANCE	AMOUNT DUE
36,866.00	-1,231.50	1,231.50	0.00	36,866.00	0.00

AGING SUMMARY

FUTURE DUE	CURRENT	1-30 DAYS	PAST DUE 31-60 DAYS	61 OR MORE DAYS	
38,097.50	0.00	0.00	-1,231.50	0.00	

↑  
PLEASE PAY



(Princeton (IL)) Helena Agri-Ent., LLC  
 1870 Backbone Road West  
 Princeton IL 61356-8454  
 815-875-6426



Invoice **173742429**

**Bill To:** GLENWOODIE GOLF COURSE  
 DBA OF VILLAGE OF GLENWOOD  
 19301 SOUTH STATK STREET  
 GLENWOOD, IL 60425  
 US

Invoice Date 02/24/2023  
 Due Date 06/20/2023

Customer ID 12450342

Salesperson 24770  
 Shipping Loc. 075PRI

**Ship To:** DBA OF VILLAGE OF GLENWOOD  
 19301 SOUTH STATK STREET  
 GLENWOOD, IL 60425  
 US

Ticket(s) 2023 PRODUCT STORAGE

**Comments:** 2023 PRODUCT STORAGE

Quantity	Description	Unit Price	Total \$
2.000 GAL	Briskway (Agency)(2x1 Gal)(Gal) EPA / PCP Reg. Num. 100-1433	1,388.00 /GAL	2,776.00
125.000 GAL	Daconil Action (Agency)(2X2.5 Gal)(Gal) EPA / PCP Reg. Num. 100-1364	96.00 /GAL	12,000.00
2.000 BOT	Posterity (Agency) (2x105 Fl Oz Bottle)(BOT) EPA / PCP Reg. Num. 100-1600	1,623.00 /BOT	3,246.00
3.000 BOT	Posterity (Agency)(2x42 Fl Oz Bottle)(BOT) EPA / PCP Reg. Num. 100-1600	940.00 /BOT	2,820.00
5.000 GAL	Posterity XT (Agency)(2x2.5 Gal)(Gal) EPA / PCP Reg. Num. 100-1654	244.00 /GAL	1,220.00
12.000 GAL	Primo Maxx (Agency)(2x1 Gal)(Gal) EPA / PCP Reg. Num. 100-937	317.00 /GAL	3,804.00
3.000 HGL	Secure (Agency) (2x.5 Gal)(HGL) EPA / PCP Reg. Num. 71512-20-100	410.50 /HGL	1,231.50
12.500 GAL	Secure Action (Agency)(2x2.5 Gal)(Gal) EPA / PCP Reg. Num. 100-1633	697.00 /GAL	8,712.50
88.000 OZ	Velista (Agency)(6x22 Oz)(Oz) EPA / PCP Reg. Num. 100-1534	12.00 /OZ	1,056.00

Sub Total 36,866.00

Amount Due 36,866.00

*NOTE: By acceptance of the products or services reflected on this invoice, the purchaser agrees to be bound by all the terms and conditions of sale set forth in this invoice, including those on the reverse side of this invoice.*

**Remit To:** Helena Agri-Enterprises, LLC  
 98324 Collection Center Drive  
 Chicago IL 60693-0983

GLENWOODIE GOLF COURSE

Invoice **17374**

HELENA AGRI-ENTERPRISES, LLC aka HELENA CHEMICAL COMPANY