

**BOARD OF TRUSTEES MEETING  
TUESDAY, SEPTEMBER 7, 2021  
7:00 P.M.  
AGENDA NO. 2021-09-01**

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 AUGUST 17, 2021

TREASURER'S REPORT

1. Bills Payable Corporate in the amount of \$231,601.52, Water Account \$46,014.07, TIF Main Street \$67,592.60, Glenwoodie \$64,111.57, TIF South \$1,482.96  
**TOTAL ALL FUNDS \$410,802.72.**
2. Payroll as of the date August 13, 2021, Corporate in the amount of \$114,843.00, Sewer & Water \$11,349.00, Glenwoodie \$25,701.00, Paid on Call \$28,472.00.  
**OVERTIME**: Police \$9,032.00, Sewer & Water \$339.00, Public Works \$183.00, Fire Dept \$1,339.00, **TOTAL PAYROLL \$191,258.00**
3. Payroll as of the date August 27, 2021, Corporate in the amount of \$112,539.00, Sewer & Water \$12,704.00, Glenwoodie \$24,138.00, Elected Positions \$5,833.00.  
**OVERTIME**: Police \$2,948.00, Sewer & Water \$1,507.00, Public Works \$811.00, **TOTAL PAYROLL \$160,480.00.**

OPEN TO PUBLIC

COMMUNICATIONS

MAYOR'S OFFICE:

1. Appointments
2. Queen of Hearts Raffle Application
3. Approval of Request for Executive Closed Session under Section 2 (c) (1) Personnel with action to be taken and reason to reconvene at the end of the meeting.

ATTORNEY'S REPORT

*John Donahue*

1. A Resolution approving: (1) A Real Estate Contract for the Village's Purchase on Pin 32-04-403-021-0000; and (2) The Village's Closing of the Transaction (142 N. State Street).

BOARD MEETING AGENDA

September 7, 2021

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2. A Resolution approving: (1) A Real Estate Contract for the Village's Purchase on Pin 32-03-318-005-0000; and (2) The Village's Closing of the Transaction (115 W. Main Street).
3. Approval of an Ordinance Setting the Date, Time, and Place for a Public Hearing on: (1) The Proposed establishment of a Redevelopment Project area known as the I-394 Redevelopment Project Area; (2) The Proposed Redevelopment Plan and Project for the I-394 Redevelopment Project Area; and (3) The Proposed Utilization of Tax Increment Financing for the I-394 Redevelopment Project Area.
4. Approval of an Amended Redevelopment Agreement between the Village of Glenwood, Cook County, Illinois, and Glenwood Management LLC

VILLAGE ADMINISTRATOR

*Brian D. Mitchell*

1. Report
2. Fire Report- Demolition

ENGINEER'S REPORT

*David Shilling*

1. Proposal for Professional Engineering Services for FPCC Outfall Repair Phase 1
2. Water-main Replacement- Various Locations

NEW BUSINESS

OLD BUSINESS

ADJOURNMENT

Sincerely,

*Ronald J. Gardiner (CW)*

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Ronald J. Gardiner  
Village President

Posted and distributed 09/3/21.

MINUTES OF THE REGULAR BOARD MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS  
HELD AT THE VILLAGE HALL August 17, 2021

The August 17, 2021 Board Meeting was called to order at 7:00 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, Hadnott, Hart, Lynch and Winston

**REMOTE PARTICIPATION** The Regular Board Meeting was held in person. There wasn't any remote participation for this meeting.

**ALSO IN ATTENDANCE:** Brian D. Mitchell, Village Administrator; John Donahue, Village Attorney; Dave Schilling Village Engineer; Kevin Welsh Fire/Building; Chief Peddycord; Linda Brunette, Finance Director; Carmen Hopkins, Village Treasurer; Mike Airoidi Glenwoodie; JoAnne Alexander Park and Programs

**ABSENT:** Phillip Robbins , Glenwoodie

**Village Clerk's Office:** Motion to Approve the July 20, 2021 Regular Board meeting Minutes.

Trustee Lynch : moved; Second by Trustee Clark 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

Motion to Approve the August 3, 2021, National Night Out Regular Board meeting Minutes.

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

Discussion: Trustee Winston motioned to amend the minutes to include his questioning concerning the \$183k disbursement to Glenwood Oaks. The Board Minutes for 8/3/2021 have been amended to include verbiage pertaining to the question if compliance with the requirements of the Redevelopment Agreement were received and completed by the required deadline of June 30,2021.

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, with amendment

#### TREASURER'S REPORT:

1). Motion to Approve Bills Payable as presented by Treasurer, Carmen Hopkins

Bills Payable Corporate in the amount of \$244,006.10, Water Account \$146,539.57 TIF IND North \$341.25 MF \$8,545.43 TIF Main Street \$185,143.27, Glenwoodie Golf Course \$33.933.95, TIF State Street \$97.50, TIF South \$67,248.90  
TOTAL ALL FUNDS \$685,855.97.

Trustee: Winston moved; Second by Trustee Dawson accept the Motion as amended to exclude TIF Main Street payment to Glenwood Oaks Restaurant and TIF South payment to Ralph Edgar.

Discussion: Trustee Winston reiterated concerns with \$183k TIF Main Street payment to Glenwood Oaks Restaurant. Finance Dir. Linda Brunette noted that this payment was approved by the Board at the 8/3/2021 meeting. In error, A/P voided the check and therefore payment is being reissued with this Bills Payable. Treasurer, Carmen Hopkins also asked Attorney Donahue to clarify if a separate Board vote is necessary because it was initially approved at the 8/3/2021 Board meeting. Attorney Donahue responded that it is the Board's discretion to approve the payment as it is included on the Bills Payable report. It doesn't matter if it is a reissue payment. Trustee Winston also noted that \$100k in permit fees should have been collected according to the Redevelopment Agreement. Chief Welsh was requested to provide the Board with a full report on work permits and project work status to date for the next meeting. Trustee Hadnott also suggested having the owner present to address the timeline of the Glenwood Oaks project status.

**Trustee Hadnott** noted a discrepancy with the TIF South payment to Ralph Edgar. It was noted that the proposed \$61,270.45 bills payable to Ralph Edgar has been miscalculated. The payment based on that property should be \$55,153.40 which would result in an overpayment in the amount of \$6,117.05. It was also noted that the 2<sup>nd</sup> installment tax bill has not been received yet and the accurate payment should be withheld until it has been paid by Ralph Edgar.

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

Ayes: Dawson, Hadnott, Hart, Lynch, Winston

Naes: Clark

Recues:0

Absent: 0

Abstain: 0

Motion Approved: Yes

2). Motion to Approve Payroll – No Report. Tabled

OPEN TO THE PUBLIC:

**Natalie Neumann**

N. Neumann addressed her concerns with the proposed Industrial development on 394 & Glenwood Dyer Road. She asked what is the vision for Glenwood and if there is a need for Industrial projects. She encouraged the Board to seek input from the residents of Glenwood. Some of the suggestions residents have asked about included hotels, sports complex, outdoor venue for concerts, youth centers, If a 24/7 truck stop is approved by the Village, what requirements will be made to ensure resident concerns with safety hazards, noise, traffic and property value decline. It is important to seek input from the residents on what they would like to see developed in their community.

**Judith Mimms**

Ms. Mimms noted concerns as a resident in the Estates subdivision. She stated additional police presence is needed in the Estates especially with the recent gun shooting events in the area. She also informed the Board of a property on Iowa Street that is an eyesore, with overgrown trees, weeds, and piles of garbage. Renters previously lived in the home; it needs to be addressed by the Village to the owner of the property. Public Works Dept should do better beautification around the Village of Glenwood, seasonally throughout the year. Trash is all over the place. Lastly, infrastructure concerns with streets and the frequency of water main breaks need attention.

**George Eng – 540 E. Maple**

Mr. Eng reminded the Board of his safety concern with the concrete curb that is broken up on Cedar/Maple. Village Administrator, B. Mitchell will follow up with Public Works on status of repairs.

**D. Fields**

Mrs. Fields expressed concerns with conditions at Hickory Glen Park. The baseball fields are not being maintained, grass and weeds growing out of control. She suggested employing Village of Glenwood youth residents to assist in the efforts of keeping the Village clean and safe for its residents.

She also asked the Mayor and the Board to join her in pulling up weeds. Speeders on Minerva are also still a major problem for residents.

**Leon Fields**

Mr. Fields asked the Board and Mayor to revisit installing a sound wall on 394. He resides on Minerva and can hear trucks braking, motorcycles, etc.

**Cathy Paxton**

Ms. Paxton expressed concern with dissention amongst the Mayor and Board members. She stated the residents can observe eyes rolling, tapping, side conversations, and disrespectful conduct with cutting off board members when they are making comments/statements that benefit the residents. Voters should not have to see this behavior among its elected officials. Agree to disagree. Goals will not be accomplished with dissention among its leadership.

**COMMUNICATIONS MAYORS OFFICE:**

**Budget**

Mayor Gardiner stated that the budget will be sent to the Finance Committee and the Board of Trustees within the next few days. Discussions can now begin to take place.

Trustee Hadnott inquired about conducting a community survey in accordance with the Budget Ordinance. It is Phase 1 of the Budget Ordinance and the Village did not perform a community survey last year. The timeline to complete is August-September. The Mayor responded that it should be done this budget year.

Trustee Winston stated that he has requested a copy of the budget, just like the Glenwood Oaks dispersement through a FOIA request over a week ago but still has not received the budget information. He indicated that he previously requested the budget information before requesting the information through a FOIA. Additionally, sn elected official should not have to make a FOIA request to obtain relevant information and that the Mayor should not withhold this information from the Board.

**Appointments**

Mayor Gardiner stated that he is still scheduling appointments for consideration of committee appointments. There have been a number of interested residents for consideration. This is the final call to visit the website and/or submit resume to the Mayor to specify interest on being appointed to an open committee position.

**ATTORNEY'S REPORT**

**Motion to Approve Redevelopment Agreement between Village of Glenwood, Cook County, Illinois and Citrix, Chicago Holdings, LLC**

Trustee Dawson motioned for approval; Trustee Clark second the motion

Discussion: The Citrix representatives gave an overview of the redevelopment project and provided Q&A with the Board of Trustees. Key Points in discussion included: Anticipated timeline for first tenant is 9 months; though possibly sooner. Businesses that are currently being targeted have existing businesses and/or relationships with Citrix. National chain grocers are being sought which is a lengthy process. Work will start in the parking lot, cleaning up and beautification before construction on the building. Attorney Donohue addressed the terms of the Redevelopment Agreement including \$600k Sales Price \$400k Cash Purchase with \$200k forgivable mortgage; must finish renovation project with 80% tenancy. Must also show proof of funding total project \$1.2M. The Developer has a 60 day Due Diligence period upon approval of the Redevelopment Agreement; the Developer has a 12 month timeline to complete renovation project, subject to delays in weather, etc.

Trustee Winston inquired about who is responsible for obtaining permits and will the Board receive copies of the work permits as part of the compliance process. According to the agreement, the Developer is responsible for obtaining the work permits. Trustee Hadnott inquired as to why this project did not go through the Finance Committee and Economic Development Committee because it entails incentives. Trustee Hadnott also indicated that the current Agreement does not specify anything about the Village of Glenwood receiving earnest funds, typically 5% of purchase price. Trustee Dawson discussed having a guarantee that the Village will not be liable should the project not be completed or abandoned in a form of a performance bond.

Trustee Winston amended the motion to include collection of \$20,000 earnest money for the Village of Glenwood and to add Village of Glenwood as obliged on the Citrix performance bond.

Trustee Lynch motioned to move into Executive Closed Session to discuss pending litigation matter @ 8:10pm. Trustee Dawson second the motion.

Trustee Dawson motioned to approve amended motion. Trustee Clark second the motion.

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

**Motion to Approve Resolution finding the Tuffli Family Foundation has met the requirements necessary for the waiver of its 2021 Mortgage Payment.**

**Trustee Hart made motion to approve; Trustee Lynch second the motion as presented.**

**Discussion:** Attorney Donohue indicated that the May 25, 2021 payment due in the amount of \$58, 313.36 was to be forgiven according to the terms. The Cook County records reflect that all of the prior ta bills on the property have been paid. Trustee Hadnott discussed the increase in tax liability for the real estate property, one of parcel noted will triple. Attorney Donahue shared with the Board that United Rental is leasing property from the owners @ Tuffli and is funding the tax liability for the Tuffli Family Foundation.

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

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

**Naes: Winston**

**Recues: 0**

**Absent: 0**

**Abstain: 0**

**Motion Approved: Yes**

**Motion to Approve Ordinance annexing certain property to the Village of Glenwood**

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

**Discussion:** Attorney Donahue led the discussion on the petition to annex the property on 394. Mr. Jeffrey Fink, the owner of the property has filed a petition to annex the property in the village that he thought had already been annexed with the other two parcels he owns.

**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**

**Motion to Approve Redevelopment Agreement between the Village of Glenwood, Cook County, Illinois, an Illinois Home Rule Municipality and Glenwood Commerce LLC, an Illinois limited liability company**

VILLAGE ADMINISTRATOR OFFICE

United Rentals is having an Open House and Yard Sale on August 18, 2021 9:30a -2:30p; 537 W. 195<sup>th</sup> Street

Emporium Liquors is having a groundbreaking ceremony August 25<sup>th</sup>

Annie Lee Street Sign Dedication is scheduled for August 25, 2021 at 10am

VA Mitchell asked for Board support in reinstating Village of Glenwood facilities mandating wearing masks while inside of the building in accordance with CDC guidelines. All rental facilities will also require wearing face makes inside of the building. Flyers will be posted on each rental facility and JoAnn will follow up with the registrants to inform them of the new Mask Wearing policy that goes into effect on Monday, August 23rd

Blood drive at Fire Station 1 is tomorrow, August 18<sup>th</sup> 2p-6p

**ENGINEERING:** Village Engineer, Dave Shilling discussed low interest loans funded through the IEPA. Robinson Engineering Ltd. recognizes that the Village of Glenwood needs to replace several thousand feet of water main. For small and economically disadvantaged communities, they offer principal forgiveness of 50% of the loan amount, u to a maximum of \$400,000 per year under the current loan terms, 1% interest base \$4.3M based on the 7 Glenwood locations previously identified. Discussion regarding identifying the best value for the project dollars. Dave will prepare a final proposal for the Board on his recommendations.

**POLICE REPORT:** ATTACHED REPORT  
**GLENWOODIE:** ATTACHD REPORTM

**NEW BUSINESS:** Trustee Winston requested the email address of newly appointed Village Treasurer, Carmen Hopkins.

**OLD BUSINESS:** Trustee Lynch inquired about the status of the Marketing/Grant Writer position that he previously inquired about. The Mayor indicated he has talked to a Social Media candidate that ma be a viable candidate. Trustee Lynch also inquired about the addition of part time Officers in Glenwood. Chief Peddycord expressed that their focus currently is on replacing the full time Officers but has proposed for 1 part time Officer in the budget. Trustee Dawson followed up on a discussion concerning Bloom Township pool. Since Covid, they are in need of extensive repairs but hope to resume discussion in about 2 weeks to discuss pool discount to Village of Glenwood residents.

**MOTION TO ADJOURN: MOTION TO ADJOURNMEETING**

Trustee Lynch motioned to adjourned; Trustee Winston second the motion.

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

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Sandra M. Washington, Village Clerk

ACS FINANCIAL  
09/02/2021 08:50:48 Schedule of Bills by (Fnd/Dpt) VILLAGE OF GLENWOOD  
GL050S-V08.15 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 090721 COMMENT... BOARD MEETING 09/07/2021

DATA-JE-ID DATA COMMENT  
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W-09072021-722 BOARD MEETING 09/07/2021

Run Instructions:  
Jobq Banner L Copies Form Printer Hold Space LPI Lines CPI CP SP RT  
01 6 N S 6 10

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
BALANCE SHEET							
DEARBORN LIFE INSURANCE 09/01/2021 F014300-2	791.10	VOLUNTARY EMPLOYEE	DED P 01.000.2119	202558	0912021		P 722 00069
FIDELITY SECURITY LIFE JULY 2021	11.71	VOLUNTARY EMPLOYEE	DED P 01.000.2119	202560	164839204		P 722 00097
AUGUST 2021	11.71	VOLUNTARY EMPLOYEE	DED P 01.000.2119	202561	164877625		P 722 00098
	23.42	*VENDOR TOTAL					
LOCAL #681 AUGUST 2021 DUES	116.00	VOLUNTARY EMPLOYEE	DED P 01.000.2119	202565	08232021		P 722 00135
LICENSES & PERMITS	930.52						
CLERKS OFFICE-PETTY CASH V. STICKER OVERCHARGE	20.00	VEHICLE STICKERS	01.082.8230	202610	07302021		P 722 00041
KENDALL MOORE REFUND OF TOW FEE	500.00	TOWED VEHICLE ADMIN FEE	01.082.8314	202510	08172021		P 722 00132
ADMINISTRATION	520.00						
CINTAS VILLAGE HALL CABINET	137.82	OFFICE SUPPLIES	01.100.9111	202539	5073079229		P 722 00033
COMCAST 8771 40 050 0018256	61.94	COMPUTER-PROGRAMS & EQUI	01.100.9634	202660	082120216		P 722 00062
DEARBORN NATIONAL LIFE 09/01/2021-09/30/2021	22.00	GROUP INSURANCE AND HOSP	01.100.9160	202559	09/012021		P 722 00070
HERITAGE TECHNOLOGY SOLU BLOCK OF TIME QUARTERLY SEPT-NOV 21 ALLWORX	5,600.00 12,391.00 2,199.00 20,190.00	COMPUTER-PROGRAMS & EQUI	01.100.9634 01.100.9634 01.100.9634 *VENDOR TOTAL	202512 202562 202600 223455 223466 223465			P 722 00120 P 722 00122 P 722 00121
KANE, MCKENNA & ASSOCIAT JULY 2021	7,687.50	LEGAL SERVICES	01.100.9151	202548	18042		P 722 00131

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
ADMINISTRATION							
MARTIN WHALEN OFFICE SOL 08/18/2021-09/17/2021	216.30	COMPUTER-PROGRAMS & EQUI	01.100.9634	202511	IN2881861		P 722 00138
NICOR GAS 99-61-94-1000 6	405.88	UTILITIES	01.100.9180	202713	08 26 2021		P 722 00183
PIONEER OFFICE FORMS, IN ENVELOPES	381.23	OFFICE SUPPLIES	01.100.9111	202655	94880		P 722 00196
PITNEY BOWES PURCHASE PO POSTAGE	119.62	POSTAGE	01.100.9114	202662	08222021		P 722 00197
ROBINSON ENGINEERING, LTD GL SOLAR FARM IL 394 AREA TIF	706.00 758.50 1,464.50	ENGINEER SERVICES ENGINEER SERVICES *VENDOR TOTAL	01.100.9685 01.100.9685	202604 202605	21080132 21080133		P 722 00210 P 722 00211
THE TIMES OF NW INDIANA SUBSCRIPTION	819.00	DUES SUBSCRIPT. MEMBERSH	01.100.9140	202644	08172021		P 722 00231
VERIZON WIRELESS 08/14/2021-09/13/2021 08/14/2021-09/13/2021	150.49 72.02 222.51	TELEPHONE COMPUTER-PROGRAMS & EQUI *VENDOR TOTAL	01.100.9120 01.100.9634	202594 202594	9886212736 9886212736		P 722 00246 P 722 00248
PUBLIC WORKS	31,728.30	.....					
AEP ENERGY 3014417120	1,595.91	UTILITIES	01.300.9180	202583	08/17/2021		P 722 00006
ASHLAND PROPANE, INC. REFILLS	64.00	PURCHASE-GENERAL TOOLS/E	01.300.9550	202633	C188066		P 722 00016
BLUE COLLAR SUPPLY BOOTS - VARGAS	117.00	PURCHASES-PERSONNEL EQUI	01.300.9590	202555	19977		P 722 00022
CINTAS PW GARAGE	80.65	OFFICE SUPPLIES	01.300.9111	202514	5073079236		P 722 00034
COM ED 9957046006	28.04	ENERGY STREET LIGHTING	01.300.9321	202517	08122021		P 722 00053



VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
PUBLIC WORKS							
MENARDS							
SCREWDRIVERS/PUSH PINS	9.71	OFFICE SUPPLIES	01.300.9111	202521	17668		P 722 00150
LED	8.99	PURCHASE-GENERAL	01.300.9550	202636	18391		P 722 00152
WRENCH SET	24.98	TOOLS/E	01.300.9550	202637	18356		P 722 00151
	43.68	*VENDOR TOTAL					
MERTS HVAC							
LIFT STATION	200.00	HVAC MAINTENANCE	01.300.9614	202522	112512		P 722 00160
KOMER PUMPING STATION	1,087.45	HVAC MAINTENANCE	01.300.9614	202523	112303		P 722 00156
WATER PLANT #2	325.00	HVAC MAINTENANCE	01.300.9614	202524	112513		P 722 00161
CHILLER VILLAGE HALL	387.50	HVAC MAINTENANCE	01.300.9614	202525	112304		P 722 00157
HICKORY PARK BLDG	125.00	HVAC MAINTENANCE	01.300.9614	202526	112439		P 722 00158
HICKORY PARK BLDG	775.49	HVAC MAINTENANCE	01.300.9614	202527	112539		P 722 00162
FIELD HOUSE	231.25	HVAC MAINTENANCE	01.300.9614	202528	112542		P 722 00163
CHILLER	1,562.00	HVAC MAINTENANCE	01.300.9614	202529	112179		P 722 00155
ARQUILLA PARK FIELD HSE.	4,893.69	*VENDOR TOTAL	01.300.9614	202530	112511		P 722 00159
MONARCH AUTO SUPPLY INC.							
AC COMPRESSOR	538.90	REPAIR & MAINTENANCE-VEH	01.300.9420	202549	6981-534922		P 722 00169
ASTRO GRIP	59.98	REPAIR & MAINTENANCE-VEH	01.300.9420	202550	6981-535634		P 722 00174
2014 FORD F150	17.01	REPAIR & MAINTENANCE-VEH	01.300.9420	202551	6981-535577		P 722 00172
THREAD LOCK	7.41	REPAIR & MAINTENANCE-VEH	01.300.9420	202552	6981-535627		P 722 00173
ASTRO GRIP	59.98	REPAIR & MAINTENANCE-VEH	01.300.9420	202571	6981-520023		P 722 00167
GREASE	66.90	REPAIR & MAINTENANCE-VEH	01.300.9420	202572	6981-535793		P 722 00175
BATTERY	293.98	REPAIR & MAINTENANCE-VEH	01.300.9420	202602	6981-536068		P 722 00177
BATTERY M5	217.49	REPAIR & MAINTENANCE-VEH	01.300.9420	202640	6981-536277		P 722 00179
	1,261.65	*VENDOR TOTAL					
OTIS ELEVATOR COMPANY							
09/01/2021-09/30/2021	200.13	REPAIR/MAINT MUNICIPAL B	01.300.9430	202641	100400475710		P 722 00193
PIEKARSKI & SONS TREE SE STUMP REMOVAL	1,835.00	MAINT - MUNICIPAL GROUND	01.300.9441	202534	38688		P 722 00195
R&R MAINTENANCE FIRE & F 2014 FORD F150 M7 2017 FORD F 250 M2	250.00 450.00 700.00	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.300.9420 01.300.9420	202577 202595	12878 12908		P 722 00201 P 722 00203
SHOREWOOD HOME & AUTO IN V BELT	57.89	REPAIR & MAINTENANCE-VEH	01.300.9420	202535	02-262382		P 722 00216

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
PUBLIC WORKS								
STONY TIRE INC MOWER TIRES	186.10	REPAIR & MAINTENANCE-VEH	01.300.9420	202721	1-167845		P	722 00220
SWIFT SAW & TOOL SUPPLY DRILL/WISE GRIP	57.28	PURCHASE-GENERAL TOOLS/E	01.300.9550	202657	E8537		P	722 00223
T & T MAINTENANCE AUGUST 2021	3,856.00	CONTRACT SERVICES	01.300.9020	202632	0033		P	722 00225
TIFCO INDUSTRIES RATCHET	59.95	PURCHASE-GENERAL TOOLS/E	01.300.9550	202591	71682611		P	722 00234
UNIFIRST CORPORATION MATS	221.68	REPAIR/MAINT MUNICIPAL B	01.300.9430	202592	160 0272035		P	722 00243
VERIZON WIRELESS 08/14/2021-09/13/2021	74.02	COMPUTER-PROGRAMS & EQUI	01.300.9534	202594	9886212736		P	722 00250
08/14/2021-09/13/2021	438.35	TELEPHONE	01.300.9120	202594	9886212736		P	722 00251
	512.37	*VENDOR TOTAL						
WALLY'S TREE SERVICE 1102 WISCONSIN STUMP	900.00	MAINT - MUNICIPAL GROUND	01.300.9441	202593	08232021		P	722 00255
PARKS	31,973.01							
COM ED 1044645008	143.63	UTILITIES	01.400.9180	202516	08132021		P	722 00054
1629813011	42.87	UTILITIES	01.400.9180	202541	08162021		P	722 00055
1044646005	48.20	UTILITIES	01.400.9180	202557	08172021		P	722 00056
2049042008	85.16	UTILITIES	01.400.9180	202587	08 16 2021		P	722 00047
	319.86	*VENDOR TOTAL						
GREGORY RAY FANS	65.36	REPAIR/MAINT MUNICIPAL B	01.400.9430	202508	08172021		P	722 00114
PORTABLE JOHN, INC. ARQUILLA PARK	208.85	MAINT - MUNICIPAL GROUND	01.400.9441	202575	256802		P	722 00198
HICKORY GLEN	208.85	MAINT - MUNICIPAL GROUND	01.400.9441	202575	256803		P	722 00199
	417.70	*VENDOR TOTAL						
	802.92							

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
POLICE							
ARTISTIC ENGRAVING RETIRED POLICE STAR	95.06	PURCHASES-PERSONNEL EQUI	01.500.9590	202554	17180		P 722 00015
AT&T MOBILITY 287283789881X08082021	181.28	TELEPHONE	01.500.9120	202596	X08082021		P 722 00018
AXON ENTERPRISE INC. SMART CARTRIDGE	2,077.00	PURCHASE TASER X2	01.500.9510	202667	INUS006427		P 722 00020
CINTAS POLICE CABINET	92.81	OFFICE SUPPLIES	01.500.9111	202556	5073079269		P 722 00035
CLERKS OFFICE-PETTY CASH MEETING NNO PONY RIDES	28.58 60.00 88.58	POLICE-CRIME PREVENTION POLICE-CRIME PREVENTION *VENDOR TOTAL	01.500.9600 01.500.9600	202614 202615	08042021 08032021		P 722 00043 P 722 00042
COMCAST 8771 40 050 0038247	371.01	UTILITIES	01.500.9180	202597	08092021		P 722 00061
CURRIE MOTORS 2021 FORD INTERCEPTORS 201 FORD INTERCEPTOR	90,323.00 44,922.00 135,245.00	PURCHASE OF VEHICLES PURCHASE OF VEHICLES *VENDOR TOTAL	01.500.9684 01.500.9684	202616 202617	E8654 E8390 E8633		P 722 00068 P 722 00067
DEARBORN NATIONAL LIFE 09/01/2021-09/30/2021	132.00	GROUP INSURANCE AND HOSP	01.500.9160	202559	09/012021		P 722 00073
ELMER & SONS LOCKSMITHS, BATTERY PACK	163.05	REPAIR/MAINT MUNICIPAL B	01.500.9430	202712	394012		P 722 00084
ILLINOIS PUBLIC RISK FUN OCT. 2021	15,606.00	WORKMENS COMP INSURANCE	01.500.9170	202563	68734		P 722 00127
KYLE WILBANKS TUITION REIMBURSEMENT	1,500.00	PERSONNEL TRAINING	01.500.9181	202564	08232021		P 722 00134
MARTIN WHALEN OFFICE SOL 08/18/2021-09/17/2021	248.51	COMPUTER-PROGRAMS & EQUI	01.500.9634	202511	IN2881861		P 722 00139
MINER ELECTRONICS CORP. 2021 EXPLORER	1,706.00	PURCHASE OF VEHICLES	01.500.9684	202601	329122		P 722 00165

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
POLICE								
MONARCH AUTO SUPPLY INC. 2013 FORD INTERCEPTOR POLICE SQUAD 3	255.20 10.37 265.57	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.500.9420 01.500.9420	202603 202668	6981-534680 6981-536288		P	722 00166 722 00180
NICOR GAS 99-61-94-1000 6	405.87	UTILITIES	01.500.9180	202713	08 26 2021		P	722 00184
PTS 9/01/2021-09/30/21	156.00	TELEPHONE	01.500.9120	202669	2072912		P	722 00200
R&R MAINTENANCE FIRE & F 2015 FORD INTERCEPTOR 2021 FORD INTERCEPTOR 2018 FORD INTERCEPTOR	75.00 75.00 75.00 225.00	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.500.9420 01.500.9420 01.500.9420	202579 202670 202671	12914 12932 12922		P	722 00204 722 00206 722 00205
S.M.A.R.T. 2021-2022 ASSESSMENT FEE	250.00	DUES SUBSCRIPT. MEMBERSH	01.500.9140	202672	SM2021-22AF		P	722 00214
THE COP FIRE SHOP PATCHES	335.00	PURCHASES-PERSONNEL EQUI	01.500.9590	202673	202709		P	722 00226
U.S. BANK EQUIPMENT FINA COPIERS	386.95	REPAIR & MAINT. COPY MAC	01.500.9412	202609	450896782		P	722 00241
UNIFIRST CORPORATION MATS	220.29	REPAIR/MAINT MUNICIPAL B	01.500.9430	202608	160 0272036		P	722 00244
VERIZON WIRELESS 08/14/2021-09/13/2021 08/14/2021-09/13/2021	81.88 108.03 189.91	TELEPHONE COMPUTER-PROGRAMS & EQUI *VENDOR TOTAL	01.500.9120 01.500.9634	202594 202594	9886212736 9886212736		P	722 00245 722 00247
FIRE	159,940.89							
AIR ONE EQUIPMENT, INC METER CALIBRATION AIR TEST	225.00 165.00 390.00	REPAIR/MAINT-GEN TOOLS/E REPAIR/MAINT-GEN TOOLS/E *VENDOR TOTAL	01.600.9425 01.600.9425	202622 202623	171896 171898		P	722 00007 722 00008

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
FIRE							
ALL OCCASION GIFTS & AWA ZABELKA PLAQUE	45.00	MISCELLANEOUS	01.600.9891	202513	1756		P 722 00009
CINDY ERIKS ZABELKA LUNCH	280.54	MISCELLANEOUS	01.600.9891	202538	08182021		P 722 00032
CITY OF COUNTRY CLUB HIL TRAINING	250.00	PERSONNEL TRAINING	01.600.9181	202625	2021#21		P 722 00036
CLERKS OFFICE-PETTY CASH CHARCOAL FOR NNO	42.20	MISCELLANEOUS	01.600.9891	202613	08092021		P 722 00044
COMCAST 8771 40 050 0025038	99.95	MAINTENANCE-STATION #2	01.600.9432	202624	08/09/2021		P 722 00059
DEARBORN NATIONAL LIFE 09/01/2021-09/30/2021	33.00	GROUP INSURANCE AND HOSP	01.600.9160	202559	09/012021		P 722 00074
ELMORE'S LAWN CARE SERVI WEEK OF 8/9/2021	300.00	GRASS CUT/BOARD UP VACAN	01.600.9632	202494	08132021		P 722 00085
MTNC. WEEK OF 8/23/20210	180.00	GRASS CUT/BOARD UP VACAN	01.600.9632	202663	08272021		P 722 00086
	480.00	*VENDOR TOTAL					
HERITAGE TECHNOLOGY SOLU SONIC WALL	545.00	COMPUTER-PROGRAMS & EQUI	01.600.9634	202509	223363		P 722 00119
ILLINOIS FIRE CHIEFS DAILY REG FEES	150.00	DUES, SUBSCRIPT. MEMBERSHI	01.600.9140	202645	2498		P 722 00126
INGALLS OCCUPATIONAL HEA NORTON/REZAMONTES	758.00	PHYSICALS	01.600.9186	202626	297333		P 722 00128
LYNWOOD TIRE 2005 F350 -FIRE DEPT	25.00	REPAIR & MAINTENANCE-VEH	01.600.9420	202664	RO#98466		P 722 00136
MENARDS SPACKLE/SPACKLE KNIFE	308.19	MAINTENANCE-STATION #2	01.600.9432	202499	17630		P 722 00149
DOOR STOP	39.73	MAINTENANCE-STATION #1	01.600.9431	202500	17525		P 722 00148
MISC SUPPLIES	134.67	MAINTENANCE-STATION #1	01.600.9431	202568	17246		P 722 00145
BLEACH/PAPER TOWELS	19.13	MAINTENANCE-STATION #1	01.600.9431	202569	17239		P 722 00144
DISH SOAP	35.76	MAINTENANCE-STATION #1	01.600.9431	202570	17477		P 722 00146
SUPPLIES	51.87	MAINTENANCE-STATION #1	01.600.9431	202665	18475		P 722 00154
GARBAGE BAGS	51.96	MAINTENANCE-STATION #1	01.600.9431	202666	18440		P 722 00153
	641.31	*VENDOR TOTAL					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
FIRE							
NICOR GAS 03-45-27-1000-1 54-12-26-1000 6	51.69 51.68 103.37	UTILITIES UTILITIES *VENDOR TOTAL	01.600.9180 01.600.9180	202723 202724	08 24 2021. 08252021		P 722 00186 P 722 00190
R&R MAINTENANCE FIRE & F 2013 FORD EXPLORER	250.00	REPAIR & MAINTENANCE-VEH	01.600.9420	202491	12900		P 722 00202
THE COP FIRE SHOP STEVE PELC MONTES NORTON TUFTEDAL/NAOH	200.00 122.00 122.00 122.00 566.00	UNIFORMS UNIFORMS UNIFORMS UNIFORMS *VENDOR TOTAL	01.600.9200 01.600.9200 01.600.9200 01.600.9200	202502 202627 202628 202725	204192 204636 204637 20650		P 722 00227 P 722 00228 P 722 00229 P 722 00230
THIRD DISTRICT FIRE CHIE JULY 2021	40.00	MABAS EXPENSE	01.600.9423	202582	4616		P 722 00232
TRAINING CONCEPTS E CARDS ANNUAL FEE INSTRUCTOR MANUAL	55.00 250.00 150.00 455.00	PERSONNEL TRAINING PERSONNEL TRAINING PERSONNEL TRAINING *VENDOR TOTAL	01.600.9181 01.600.9181 01.600.9181	202619 202620 202621	46364 A210572 46722		P 722 00236 P 722 00235 P 722 00237
VERIZON WIRELESS 08/14/2021-09/13/2021	38.01	COMPUTER-PROGRAMS & EQUI	01.600.9634	202594	9886212736		P 722 00249
SENIOR CENTER FUND	5,192.38						
DEARBORN NATIONAL LIFE 09/01/2021-09/30/2021	1.65	GROUP INSURANCE AND HOSP	01.800.9160	202559	09/012021		P 722 00075
NICOR GAS 74-66-15-1000 3	56.89 58.54	UTILITIES	01.800.9180	202654	08 24 2021		P 722 00185
CORPORATE FUND	231,146.56	**TOTAL FUND**					
WATER ACCOUNT		*****					
OTHER INCOME							
EDWIN SHAPIRO LAW FIRM							

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****					
OTHER INCOME							
EDWIN SHAPIRO LAW FIRM OVERPAYMENT FINAL WATER	521.42	WATER USAGE	10.089.8915	202507	08172021		P 722 00083
SEWER & WATER EXPENDITURES	521.42						
ALTERNATIVE ENERGY SOLUT POINT INSPECTION	1,220.14	REPAIR/MAINT - SEWER SYS	10.110.9450	202584	42759		P 722 00011
POINT INSPECTION	963.00	REPAIR/MAINT - SEWER SYS	10.110.9450	202585	42751		P 722 00010
	2,183.14	*VENDOR TOTAL					
AT & T 708 757-3861 848 7	228.12	TELEPHONE	10.110.9120	202659	08192021		P 722 00017
C & M PIPE & SUPPLY CO. MISC. SUPPLIES	1,080.00	PURCHASE-GENERAL TOOLS/E	10.110.9550	202540	16994		P 722 00024
CLAY PIPE	188.10	REPAIR/MAINT - SEWER SYS	10.110.9450	202634	17027		P 722 00025
503 ARQUILLA	537.60	PURCHASE-GENERAL TOOLS/E	10.110.9550	202715	53760		P 722 00026
	1,805.70	*VENDOR TOTAL					
CALUMET CITY PLUMBING E. CLARK ST./MAGNOLIA LN	6,732.30	REPAIR/MAINT - WATER SYS	10.110.9411	202566	47770		P 722 00027
COM ED 0553143114	53.17	ENERGY FOR PUMPING	10.110.9223	202586	08 17 2021		P 722 00049
CORE & MAIN METERS SUPPLIES	1,844.41	REPAIR/MAINT - WATER SYS	10.110.9411	202588	P430859		P 722 00064
	2,552.07	MAINT - MUNICIPAL GROUND	10.110.9441	202649	P450283		P 722 00065
	4,396.48	*VENDOR TOTAL					
DEARBORN NATIONAL LIFE 09/01/2021-09/30/2021	18.98	GROUP INSURANCE AND HOSP	10.110.9160	202559	09/012021		P 722 00072
DMC SECURITY SERVICES IN PUMP STATION #2 KOMER PUMP STATION	66.00	CONTRACT SERVICES	10.110.9020	202646	294031		P 722 00080
	66.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	202647	294030		P 722 00079
	132.00	*VENDOR TOTAL					
ELMORE'S LAWN CARE SERVI WEEK OF 8/16/2021 WEEK OF 8/9/2021	515.27	LAWN CARE SERVICES	10.110.9021	202629	421		P 722 00092
	515.27	LAWN CARE SERVICES	10.110.9021	202630	420		P 722 00089

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****					
SEWER & WATER EXPENDITURES							
ELMORE'S LAWN CARE SERVI WEEK OF 8/2/2021	515.27	LAWN CARE SERVICES	10.110.9021	202631	419		P 722 00088
WEEK OF 8/23/2021	515.27	LAWN CARE SERVICES	10.110.9021	202717	422		P 722 00094
	2,061.08	*VENDOR TOTAL					
GALLAGHER MATERIAL CORP N50 SURFACE	562.58	REPAIR/MAINT - WATER SYS	10.110.9411	202518	20814		P 722 00100
UPM COLD PATCH	856.16	REPAIR/MAINT - WATER SYS	10.110.9411	202547	20959		P 722 00101
	1,418.74	*VENDOR TOTAL					
GBJ SALES LLC CITRASOLVE	2,020.80	CHEMICALS	10.110.9225	202599	3943		P 722 00102
ILLINOIS EPA WASTEWATER PROJECT	17,519.02	IEPA LOAN PAYMENT	10.110.9821	202618	08162021		P 722 00124
M.E. SIMPSON COMPANY, IN WATER METER TESTING	57.21	REPAIR/MAINT - WATER SYS	10.110.9411	202531	37244		P 722 00137
METROPOLITAN INDUSTRIES, DATA SERVICE	380.00	COMPUTER-PROGRAMS & EQUI	10.110.9634	202532	INV030688		P 722 00164
MULCH MASTERS TOPSOIL	392.00	REPAIR/MAINT - WATER SYS	10.110.9411	202553	38653		P 722 00181
NICOR GAS 31-35-27-1000 3	128.26	UTILITIES	10.110.9180	202651	08242021		P 722 00189
84-13-83-1000 2	135.69	UTILITIES	10.110.9180	202652	08262021		P 722 00191
24-77-37-1000 9	41.30	UTILITIES	10.110.9180	202653	08 26 2021		P 722 00187
	305.25	*VENDOR TOTAL					
ROBINSON ENGINEERING,LTD MWRD FLOOD PROTECTION	3,856.50	ENGINEERING SERVICES	10.110.9685	202607	21080131		P 722 00209
RR LANDSCAPE SUPPLY SOD	103.00	MAINT - MUNICIPAL GROUND	10.110.9441	202658	123456		P 722 00213
SURGE CLUTCH & DRIVELINE PARTS	683.20	REPAIR/MAINT - WATER SYS	10.110.9411	202581	46428		P 722 00222
PARTS	547.59	REPAIR/MAINT - WATER SYS	10.110.9411	202656	46262		P 722 00221
	1,230.79	*VENDOR TOTAL					
THIRD MILLENNIUM UTILITY BILL	558.37	CONTRACT SERVICES	10.110.9020	202536	26605		P 722 00233

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****						
SEWER & WATER EXPENDITURES								
WRIGHT CONCRETE RECYCLIN CONCRETE DUMP	40.00	REPAIR/MAINT -	WATER SYS 10.110.9411	202537	1475		P	722 00260
	45,492.65	*****						
WATER ACCOUNT	46,014.07	**TOTAL FUND**						
TIF-MAIN STREET		*****						
TIF MAIN STREET EXPENDITURES								
ILLINOIS EPA WASTEWATER PROJECT	62,112.93	IEPA LOAN PAYMENT	62.620.9821	202618	08162021		P	722 00125
SOUTH SUBURBAN LAND BANK 115 MAIN STREET	5,479.67	TIF DISTRICT EXPENSES	62.620.9631	202580	08232021		P	722 00217
	67,592.60	*****						
TIF-MAIN STREET	67,592.60	**TOTAL FUND**						
GLENWOODIE GOLF COURSE		*****						
GOLF COURSE MAINTENANCE								
ARTHUR CLESEN INC. WETTING AGENT FERTILIZER FERTILIZER	290.00 2,855.00 686.40 3,831.40	CHEMICALS CHEMICALS FERTILIZER *VENDOR TOTAL	70.771.9225 70.771.9225 70.771.9741	202485 202486 202487	361745 363322 363320		P	722 00012 722 00014 722 00013
DEARBORN NATIONAL LIFE 09/01/2021-09/30/2021	11.00	GROUP INSURANCE AND HOSP	70.771.9160	202559	09/012021		P	722 00076
GREAT LAKES TURF LLC FERTILIZER FERTILIZER	1,565.61 1,699.79 3,265.40	FERTILIZER FERTILIZER *VENDOR TOTAL	70.771.9741 70.771.9741	202635 202719	37567 37674		P	722 00112 722 00113
MARTIN WHALEN OFFICE SOL TONER	110.65	OFFICE SUPPLIES	70.771.9111	202567	IN2886681		P	722 00140
MENARDS SAFETY GLASSES	93.90	PURCHASE-GENERAL TOOLS/E	70.771.9550	202488	17503		P	722 00147

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
GOLF COURSE MAINTENANCE		*****				
MONARCH AUTO SUPPLY INC. OIL FILTER	57.86	REPAIR/MAINT-TURF EQUIP	70.771.9425	202490 6981-534856		P 722 00168
OIL	44.76	REPAIR/MAINT-TURF EQUIP	70.771.9425	202573 6981-535069		P 722 00170
PARTS	58.63	REPAIR/MAINT-TURF EQUIP	70.771.9425	202574 6981-535225		P 722 00171
HOSE & FITTINGS	110.66	REPAIR/MAINT-TURF EQUIP	70.771.9425	202638 6981-535963		P 722 00176
BATTERY CLEANER	30.95	REPAIR/MAINT-TURF EQUIP	70.771.9425	202639 6981-536179		P 722 00178
	302.86	*VENDOR TOTAL				
NICOR GAS 00-25-20-2968 1	45.74	UTILITIES	70.771.9180	202704 08232021		P 722 00188
REVELS TRACTOR GYPWUM & LIMESTONE	2,845.00	CHEMICALS	70.771.9225	202642 8168344		P 722 00207
SOUTHWEST OIL, INC. OIL REMOVAL	62.50	GAS AND OIL	70.771.9210	202643 44685		P 722 00219
	10,568.45	*****				
GENERAL & ADMINISTRATIVE						
ACTION FIRE EQUIPMENT IN RECHARGE	1,197.00	REPAIR/MAINT BUILDINGS	70.773.9430	202674 32371		P 722 00001
ACUSHNET COMPANY GOLF BALLS	465.18	COGS-GOLF MERCHANDISE	70.773.9701	202492 911637970		P 722 00002
APPAREL	112.98	COGS-SPECIAL ORDERS	70.773.9707	202675 911700120		P 722 00004
GLOVES	231.20	COGS-GOLF MERCHANDISE	70.773.9701	202676 911699945		P 722 00003
GOLF BALLS	908.16	COGS-GOLF MERCHANDISE	70.773.9701	202677 911721620		P 722 00005
	1,717.52	*VENDOR TOTAL				
AT&T MOBILITY 287283789881X08082021	76.46	TELEPHONE	70.773.9120	202596 X08082021		P 722 00019
COM ED 3619096019	259.30	UTILITIES	70.773.9180	202687 8 13 2021		P 722 00045
0465144003	4,830.49	UTILITIES	70.773.9180	202716 08242021		P 722 00057
	5,089.79	*VENDOR TOTAL				
COMCAST 8771 40 050 0150208	716.62	UTILITIES	70.773.9180	202686 08 09 2021		P 722 00058
DEARBORN NATIONAL LIFE 09/01/2021-09/30/2021	5.50	GROUP INSURANCE AND HOSP	70.773.9160	202559 09/012021		P 722 00077

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
GENERAL & ADMINISTRATIVE		*****						
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE								
DMC SECURITY SERVICES IN MONITOR RADIO GGC	82.50	REPAIR/MAINT BUILDINGS	70.773.9430	202689	294032		P	722 00081
HARRIS GOLF CARS SALES & BRACKETS REPAIR	73.60 710.10 783.70	REPAIR/MAINT GOLF CARS REPAIR/MAINT GOLF CARS *VENDOR TOTAL	70.773.9419 70.773.9419	202697 202698	02-294336 02-294033		P P	722 00116 722 00115
HELSEL-JEPPERSON COIL	116.24	REPAIR/MAINT BUILDINGS	70.773.9430	202699	881899		P	722 00118
J & S PUBLISHING AUGUST 2021 ADVERTISING	275.00	PRINTING AND ADVERTISING	70.773.9109	202498	3558		P	722 00130
NICOR GAS 20-54-67-1809 7	366.58	UTILITIES	70.773.9180	202703	08 24 2021		P	722 00182
P & W GOLF SUPPLY, LLC PLASTIC PAILS/TOKENS	469.32	COURSE/RANGE/SHOP SUPPLI	70.773.9742	202501	INV81209		P	722 00194
U.S. BANK EQUIPMENT FINA COPIERS	386.95	EQUIPMENT LEASE PAYMENTS	70.773.9838	202609	450896782		P	722 00242
VERIZON WIRELESS 08/14/2021-09/13/2021 08/14/2021-09/13/2021	36.01 84.92 120.93	COMPUTER-PROGRAMS & EQUI TELEPHONE *VENDOR TOTAL	70.773.9634 70.773.9120	202594 202594	9886212736 9886212736		P P	722 00252 722 00253
VILLAGE OF GLENWOOD WATE 06/30/2021-08/05/2021	157.25	UTILITIES	70.773.9180	202504	08052021		P	722 00254
FOOD AND BEVERAGE								
BELLABREW DELIVERY 08/11/2021	229.42	COGS-NON-ALCOHOLIC BEV	70.775.9737	202493	703779		P	722 00021
BREAKTHRU BEVERAGE ILLIN DELIVERY 08/20/2021	3,257.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	202714	340741196		P	722 00023
CHAIR COVERS BY SYLVIA OLIVI/PHIL WEDDING	2,069.50	LINEN SERVICE	70.775.9704	202682	69018		P	722 00031

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						
CHAIR COVERS BY SYLVIA						
LORIND A WHITE	959.00	LINEN SERVICE	70.775.9704	202683 68873		P 722 00028
ALEX ESPINOSA	252.50	LINEN SERVICE	70.775.9704	202684 68970		P 722 00029
AFC CHURCH	230.00	LINEN SERVICE	70.775.9704	202685 68975		P 722 00030
	3,511.00	*VENDOR TOTAL				
CLARA'S CATERING						
DEARBORN GOLF OUTING	2,160.00	BANQUET CATERING	70.775.9722	202678 08/20/2021		P 722 00040
KAPPA ALPHA	1,800.00	BANQUET CATERING	70.775.9722	202679 08/14/2021		P 722 00038
RTDO	2,700.00	BANQUET CATERING	70.775.9722	202680 08/16/2021		P 722 00039
LINENS	748.00	LINEN SERVICE	70.775.9704	202681 08-14-2021		P 722 00037
	7,408.00	*VENDOR TOTAL				
COZZINI BROS., INC.						
DELIVERY 08/19/2021	25.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	202688 C9793365		P 722 00066
ECOLAB						
08/25/2021-09/24/2021	165.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	202690 6263279359		P 722 00082
GORDON FOOD SERVICE						
DELIVERY 08/12/2021	737.88	MISC-FOOD SUPPLIES	70.775.9739	202495 212089083		P 722 00104
DELIVERY 08/28/2021	113.77	COGS-FOOD	70.775.9736	202691 766218863		P 722 00109
DELIVERY 08/16/2021	74.88	COGS-FOOD	70.775.9736	202692 766218536		P 722 00106
DELIVERY 08/23/2021	35.92	COGS-FOOD	70.775.9736	202693 766218718		P 722 00108
DELIVERY 08/21/2021	84.88	KITCHEN/BAR EQUIPMENT	70.775.9730	202694 766218679		P 722 00107
DELIVERY 08/30/82021	146.71	COGS-NON-ALCOHOLIC BEV	70.775.9737	202695 766218902		P 722 00110
DELIVERY 08/19/2021	553.60	COGS-NON-ALCOHOLIC BEV	70.775.9737	202696 212263191		P 722 00105
	1,747.64	*VENDOR TOTAL				
GREAT LAKES COCA-COLA						
DELIVERY 08/13/2021	1,527.09	COGS-NON-ALCOHOLIC BEV	70.775.9737	202496 865216320		P 722 00111
HAYES BEER DISTRIBUTING						
DELIVERY 8/12/2021	1,181.36	COGS-ALCOHOLIC BEVERAGE	70.775.9738	202497 2041625		P 722 00117
KINNEY'S KLEENING						
AUGUST 2021	1,400.00	CLEANING SERVICES	70.775.9115	202700 4304		P 722 00133
MASTER DRAFT, LLC.						
BI WEEKLY DRAFT 8/19/21	130.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	202701 2590		P 722 00141
MECHANICAL TEST & BALANC						
TESTING AND BALANCING	330.00	REPAIR/MAINT BUILDINGS	70.775.9430	202702 895701		P 722 00143

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

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							
ROSHANA BROWN REFUND DUE TO COVID	500.00	BANQUET CATERING	70.775.9722	202705	08252021		P 722 00212
SCREMENTI'S RESTAURANT AFC CHURCH	650.34	BANQUET CATERING	70.775.9722	202706	08212021		P 722 00215
SOUTHERN GLAZER'S OF IL DELIVERY 08/27/2021	625.01	COGS-ALCOHOLIC BEVERAGE	70.775.9738	202707	3814851		P 722 00218
SWING KING BE THE ONE DAILY PLAY FEES	4,458.75	COMPUTER-PROGRAMS & EQUI	70.775.9634	202722	8967		P 722 00224
TURANO BAKING COMPANY DELIVERY 08/17/2021	123.92	COGS-FOOD	70.775.9736	202503	675903518		P 722 00238
DELIVERY 08/26/2021	128.53	COGS-FOOD	70.775.9736	202708	675926293		P 722 00240
DELIVERY 08/19/2021	98.40	COGS-FOOD	70.775.9736	202709	675907738		P 722 00239
	350.85	*VENDOR TOTAL					
WILKENS FOODSERVICE, INC DELIVERY 08/12/2021	296.25	COGS-NON-ALCOHOLIC BEV	70.775.9737	202505	5366693		P 722 00257
DELIVERY 08/12/2021	1,294.85	COGS-FOOD	70.775.9736	202506	536537B		P 722 00256
DELIVERY 08/20/2021	245.21	COGS-FOOD	70.775.9736	202710	537468B		P 722 00259
DELIVERY 08/19/2021	1,182.55	COGS-FOOD	70.775.9736	202711	537147B		P 722 00258
	3,018.86	*VENDOR TOTAL					
	30,515.32	*****					
GLENWOODIE GOLF COURSE	52,645.13	**TOTAL FUND**					
TIF HALSTED SOUTH		*****					
TIF HALSTED SOUTH							
COM ED 0708088108	25.39	TIF DISTRICT EXPENSES	73.730.9631	202542	08 13 2021		P 722 00050
0708225049	318.80	TIF DISTRICT EXPENSES	73.730.9631	202546	08/13/2021		P 722 00051
	344.19	*VENDOR TOTAL					
NICOR GAS 85-76-12-5999 4	42.77	TIF DISTRICT EXPENSES	73.730.9631	202720	08272021		P 722 00192
ROBINSON ENGINEERING, LTD GLENWOOD PLAZA REDEVELOP	1,096.00	ENGINEERING SERVICES	73.730.9685	202606	21080130		P 722 00208
	1,482.96	*****					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN		*****				
TIF HALSTED SOUTH	1,482.96	**TOTAL FUND**				
TIF HALSTED SOUTH	398,881.32	*TOTAL APPROVAL PLAN				
AAAA						

ACS FINANCIAL  
09/02/2021 08:50:48

VILLAGE OF GLENWOOD  
GL540R-V08.15 PAGE 18

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	398,881.32					

RECORDS PRINTED - 000260

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
01 CORPORATE FUND	231,146.56
10 WATER ACCOUNT	46,014.07
62 TIF-MAIN STREET	67,592.60
70 GLENWOODIE GOLF COURSE	52,645.13
73 TIF HALSTED SOUTH	1,482.96
TOTAL ALL FUNDS	398,881.32

BANK RECAP:

BANK NAME	DISBURSEMENTS
BLUE CORPORATE	231,146.56
GREEN WATER	46,014.07
MAIN TIF-MAIN STREET	67,592.60
RED GLENWOODIE GOLF COURSE	52,645.13
TIFS TIF HALSTED SOUTH	1,482.96
TOTAL ALL BANKS	398,881.32

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

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



U.S. BANK EQUIPMENT FINANCE  
1310 MADRID STREET SUITE 101  
MARSHALL, MN 56258-4002



DUE DATE

09/09/2021

TOTAL DUE

\$903.93



000000779 01 SP 0.510 106481379844039 P  
ACCOUNTS PAYABLE  
GLENWOOD VILLAGE OF  
13 S REBECCA ST  
GLENWOOD, IL 60425-1619

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:



U.S. BANK EQUIPMENT FINANCE  
P.O. BOX 790448  
ST LOUIS, MO 63179-0448

790448 450560941 000090393



U.S. BANK EQUIPMENT FINANCE  
1310 MADRID STREET SUITE 101  
MARSHALL, MN 56258-4002  
800-328-5371  
EFCUSTOMERSUPPORT@USBANK.COM

DATE OF INVOICE 08/13/2021  
INVOICE NUMBER 450560941  
Customer Credit Account Number 1181514

DUE DATE

09/09/2021

TOTAL DUE

\$903.93

PAGE 1 OF 2

FOR ADDRESS CORRECTIONS AND INVOICE INQUIRIES, PLEASE CONTACT US AT 800-328-5371

MESSAGES

\*\*\*\*\* ACH WILL PULL THE INVOICED AMOUNT. PLEASE DO NOT SEND A CHECK. \*\*\*\*\*

IN THE EVENT YOUR PAYMENT IS NOT REMITTED AS INSTRUCTED ON THIS INVOICE THERE MAY BE A DELAY IN PROCESSING AND YOU MAY INCUR A LATE CHARGE PER THE TERMS AND CONDITIONS OF YOUR AGREEMENT.

CONTRACT NUMBER	DATE	DESCRIPTION	AMOUNT
GRP POOL 69880 POOL 1 BWC	08/09/2021 - 09/09/2021	CONTRACT PAYMENT  GLENWOOD VILLAGE OF 13 S REBECCA ST GLENWOOD, IL 60425-1619	903.93
500-0456249-000		EQUIPMENT ID 82593 XEROX W78735PT2 COPIER SERIAL NUMBER MX0131472BLK CURRENT METER 294445 PREVIOUS METER 291085 CURRENT USAGE 3360	
		EQUIPMENT ID 82544 XEROX W78745PT2 COPIER SERIAL NUMBER MX4766077BLK CURRENT METER 383925 PREVIOUS METER 381255 CURRENT USAGE 2670	
		TOTAL CURRENT USAGE 6030 TOTAL ALLOWANCE 15000 *OVERAGE 0 @ 0.01170	
COVERAGE POOL 2 CLRC	07/09/2021 - 08/09/2021		



Invoice Statement	
Payor	Village of Glenwood
Insured Name	Village of Glenwood
Account Number	100012740500
Page	1

Your Bill At A Glance		
Invoice Date: 08/11/2021	Due Date: 09/01/2021	Current Amount Due: \$2,859.27

Village of Glenwood  
 DBA Glenwoodie Golf Course  
 1 Asselborn Way  
 Glenwood, IL 60425

*pd. online  
8/19/2021*

Billing Summary	
Previous Balance:	\$14,268.44
Payments:	(\$2,859.27)
Adjustments:	\$0.00
Refunds:	\$0.00
Balance	
Past Due Premium:	\$0.00
Past Due Charges:	\$0.00
Current Due Premium:	\$2,852.27
Current Due Charges:	\$7.00
<b>Total Amount Due:</b>	<b>\$2,859.27</b>
<i>Total Account Balance:</i>	<i>\$11,416.17</i>

**Failure to pay the Amount Due by the Due Date will result in cancellation of your policy.**

For inquiries or payments:  
 Visit [www.thesilverlining.com](http://www.thesilverlining.com)  
 Call 1-800-236-5002  
 IVR Code 2

- Please Note:**
- Receipt of payment does not bind coverage.
  - If you pay by check, it may be converted to an electronic payment (ACH).

**Your Agent is:** WEST BEND DIRECT - IL  
 262-334-5571  
 1900 SOUTH 18TH AVENUE  
 WEST BEND, WI 53095

*If you have any coverage questions or policy changes, please call agency shown above.*  
**Please tear along line and return with payment.**

Village of Glenwood  
 DBA Glenwoodie Golf Course  
 1 Asselborn Way  
 Glenwood, IL 60425

Payment Information:	
Account Number:	100012740500
Amount Due:	\$2,859.27
Due Date:	09/01/2021
Amount Enclosed:	\$ _____

West Bend Mutual Insurance Company  
 Bin 432  
 Milwaukee, WI 53288-0432

4321000127405000000011416170000002859277



YAMAHA MOTOR FINANCE CORP., U.S.A., 3362 MOMENTUM PLACE, CHICAGO, IL 60689

Please Send Payments To:

Please Correspondence To:

Commercial Finance, 6555 Katella Ave, Cypress, CA 90630

Billing Questions: 800-551-2994 #1

# STATEMENT

August 13, 2021

Statement No. 751205

VILLAGE OF GLENWOOD/ACCT PAYABLE  
1 ASSELBORNE WAY  
GLENWOOD, IL 60425

Customer Number: 7581212

Lease Number	Due Date	Equipment	Description	Charges
M17077060	09/01/2021	70 DR2EQ GOLF CARS	Monthly Payment	8,152.20

**Total of Current Charges \$8,152.20**

Past Due Monthly Payments	Accrued Late Charges	Outstanding Property Tax	Other Charges	Payments Received
0.00	0.00	0.00	0.00	8,152.20

Past Due Balance \$0.00  
 Current Balance Due September 1, 2021 8,152.20  
 Total Account Balance \$8,152.20

See back of page for additional information

## STATEMENT NO. 751205

VILLAGE OF GLENWOOD/ACCT PAYABLE  
1 ASSELBORNE WAY  
GLENWOOD, IL 60425

**Payment of \$8,152.20 due**

Customer No. 7581212

**Do not send payment. Account will be electronically drafted.**

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 MOMENTUM PLACE  
CHICAGO, IL 60689

For lease numbers:  
M17077060

**Schedule of Bills Recap  
Board Meeting 09/07/2021**

Corporate Schedule of Bills	\$	231,146.56
US BANK	\$	454.96
<b>Total Bills Payable 09/07/2021</b>	<b>\$</b>	<b>231,601.52</b>

Glenwoodie Golf Course	\$52,645.13
West Bend	\$2,859.27
US BANK	\$454.97
Yamaha	\$8,152.20
<b>Total Bills Payable 09/07/2021</b>	<b>\$64,111.57</b>

Fund	Disbursements
Corporate	\$ 231,601.52
Sewer & Water	\$ 46,014.07
TIF Main Street	\$ 67,592.60
Glenwoodie	\$64,111.57
TIF SOUTH	\$ 1,482.96
<b>Total All Funds</b>	<b>\$ 410,802.72</b>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED

FOR PAYMENT

APPROVED BY :

DATE \_\_\_\_\_

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

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Application for Raffle License

Licensee Fee of \$100 is to be paid with application

To: Village Clerk

The undersigned hereby makes application to conduct a raffle within the Village of Glenwood. If the applicant is not sole applicant, please list on the reverse side the names and addresses of all the other individuals involved.

Applicant Name: Cheryl Cherny for Jones Center

Date of Birth: 7/4/67 Place of Birth: Indiana Drivers License #: 5370-21-2434

Have you ever been arrested, charged or convicted of any criminal offense? Yes\_\_\_ No X. If so, state when, where, and the charge. Use other side of this application if more space is needed for details: -NA-

Organization Name: Jones Center (Harold Colbert Jones Memorial Community Center)

Years in existence: 104 Not For Profit: Yes\_\_\_ No X

Address: 220 E. 15t Street, Chicago Heights, IL 60411

Phone: 708-757-5395 Website: www.jonescenter.org

Nature of Organization: Community Center

Contact Person Email: ccherny@jonescenter.org Phone: 708-506-3028

Does this organization require a State of Illinois license? Yes\_\_\_ No X

If so, state date and number of such license: NA

Has your state license ever been suspended or revoked? Yes\_\_\_ No X

If so, state when, where, and why: NA

President/Chairman/CEO of Organization: Cheryl L. Roop

Email: croop@jonescenter.org Phone: 708-757-5395

Location of raffle ticket sales: The Station on Main and Jones Center

Name of Raffle: Queen of Hearts

First Day of Raffle Sale: October 1, 2021 Last Day of Raffle Sale: September 30, 2022

Number of Chances to be sold: unlimited

Thursdays at 5:30 pm

Date and Time of Drawing: \_\_\_\_\_

Location of winning chance drawing: The Station on Main in Glenwood

Maximum price of each chance: \$1 for 1, \$5 for 6, \$10 for 12, and \$20 for 30

Total retail value of all prizes: TBD - 50/50 split of net proceeds

Maximum retail value of single prize: \$4,000,000

As applicant:

1. I agree to abide by all the rules, regulations, and ordinances of Village of Glenwood.
2. I affirm that all the statements made are true.
3. I have received a copy of the village ordinance regulating raffles and will comply with the requirements for reporting contained therein.

Applicant signagture: Cheryl Cherny Date: 9/3/21

Applicant Name: Cheryl Cherny

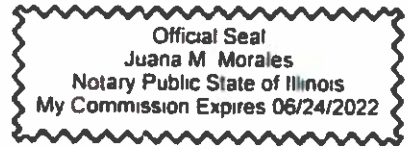
Applicant Home Address: 1225 Saint Andrews Dr. Schererville, IN 46375

The undersigned hereby swear and affirm that Harold Colbert Jones Memorial Community is organized as a not-for-profit organization and in no other way is ineligible to receive a raffle ctr. license as prescribed by law, and further, that the above stated facts in this application are true.

Cheryl Cherny  
Presiding Officer for Organization

Subscribed and sworn to me this 3 day of September, 2021

Juana M. Morales  
Notary Public



----- Office Use Only -----

- Police Investigation: Favorable \_\_\_\_\_ Unfavorable \_\_\_\_\_
- Approved Police: \_\_\_\_\_ Date: \_\_\_\_\_
- Approved by Mayor: \_\_\_\_\_ Date: \_\_\_\_\_
- Approved by Village Clerk: \_\_\_\_\_ Date: \_\_\_\_\_
- Fee paid on: \_\_\_\_\_ License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-403-021-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(142 N. State Street)

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 7TH DAY OF SEPTEMBER 2021**

**RESOLUTION NO. 2021- \_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-403-021-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(142 N. State Street)

WHEREAS, the Village has received a real estate contract from the South Suburban Land Bank which is attached as Exhibit 1 for the Village's purchase of the property described by PIN 32-04-403-021-0000 and further legally described in an exhibit to the real estate contract which is attached as Exhibit 1 (hereinafter the "Subject Property");

WHEREAS, the purchase price for the Subject Property is \$8,533.81;

WHEREAS, the Village finds that it is in the best interests and the welfare of the Village to approve the real estate contract attached as Exhibit 1 and close upon the transfer of the Subject Property in furtherance of a flood control project; and

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

**Section 1. Recitals.**

The foregoing recitals are true, a material part of this Resolution, and are incorporated herein as if they were fully set forth in this section.

**Section 2. Approval of Real Estate Contract.**

The Village of Glenwood herein approves the real estate contract for the Village's purchase of the Subject Property that is attached hereto as Exhibit 1.

The Village President, Ronald Gardiner, is authorized to execute said real estate contract for and on behalf of the Village of Glenwood provided it is substantially in the form attached as Exhibit 1 and otherwise acceptable to the Village President. The Village Clerk, Sandra Washington, is authorized to attest to the Village President's execution of said real estate contract for and on behalf of the Village of Glenwood.

**Section 3. Authorization to close upon the transfer of the Subject Property.**

The Village is authorized to close upon its purchase of the Subject Property. The Village President, Ronald Gardiner, the Village Administrator, Brian Mitchell and the Village Attorney, John Donahue, are each given the authority to execute on behalf of the Village such documents that are necessary for the Village to purchase the Subject Property, said documents to include, but may not necessarily be limited to: closing statements, Grantor-grantee statements, wire instructions, wire transfers, ALTA statements, GAP undertaking, documents required by any title company to close the transaction including any escrow instructions or agreements, and such other documents as may be required to close upon the Village's purchase of the Subject Property. The Village is further authorized to make the necessary payment of the purchase price and to further pay any title fees and costs that are necessary to purchase the Subject Property pursuant to the approved Real Estate Contract attached as Exhibit 1.

**Section 4. Home Rule.**

This Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Resolution 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 Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**Section 5. Effective Date.**

This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED by roll call vote this 7th day of September 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of September 2021.

---

Ronald J. Gardiner, Village President

ATTEST:

---

Sandra M. Washington, Village Clerk

**EXHIBIT 1**  
**(Real Estate Contract)**

**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 September 7, 2021, the Corporate Authorities of the Village of Glenwood passed and approved the attached Resolution No. 2021- \_\_\_\_\_, entitled,

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-04-403-021-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(142 N. State Street)

a true and correct copy of which is attached hereto.

Dated at Glenwood, Illinois, this 7<sup>th</sup> day of September 2021.

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

**PURCHASE AND SALE AGREEMENT**  
(Conveyance to Municipality)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the South Suburban Land Bank and Development Authority ("SSLBDA" or "Seller"), and Village of Glenwood, Illinois, a municipal body corporate and politic ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as 142 N. State, Glenwood, Illinois 60425, legally described in Exhibit A (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Eight Thousand Five Hundred Thirty-Three and 81/100 Dollars (\$8,533.81) ("Purchase Price") due in full in immediately available funds at Closing.

3. **Closing.** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days after the Effective Date (the "Closing Date") at a mutually agreeable time upon receipt of the Purchase Price by recording the deed from Seller to Purchaser, or as otherwise agreed to by the Parties in writing.

4. **Closing Costs; Recording.** Seller will record the deed and pay the recording fee upon receipt of Purchaser's funds and transfer stamp(s).

5. **Recognition of SSLBDA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment or other encumbrance.

6. **Condition of Property.**

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements;
2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the

Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section.

**7. Disclosure of Lead-Based Paint Hazards.** In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B) the Purchaser has received a Lead Hazard Information pamphlet;

C) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser's ten-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

**8. Occupancy Status of Property.** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

**9. Personal Property.** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is

encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

**10. *Taxes and Special Assessments.*** Seller is not required to provide any tax proration at closing as the Seller has obtained a property tax exemption for the period of Seller's ownership. Purchaser shall be responsible for any taxes that become due and payable after Closing.

**11. *Delivery of Possession of Property.*** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

**12. *Deed.*** The deed to be delivered by Seller at Closing shall be a Quit Claim Deed ("Deed").

**13. *Conditions to the Seller's Performance.*** The Seller shall have the right prior to Closing, at the Seller's sole discretion, to terminate this Agreement if:

A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

**14. *Risk of Loss.*** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

15. **Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

16. **Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

17. **Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

18. **Miscellaneous.** The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) **Time of Essence.** Time is of the essence of this Agreement.

C) **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) **Attorney Review.** Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

*[Remainder Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**  
Village of Glenwood

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**SELLER:**  
South Suburban Land Bank and Development Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Legal Description:** LOTS 2 AND 3 IN BLOCK 1 IN MERRILL K. SWEET'S SUBDIVISION OF A TRACT OF LAND, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING WEST ON THE NORTH LINE OF SAID 1/4 SECTION 767 FEET, THENCE SOUTH 758 FEET, THENCE SOUTH 45 DEGREES 28 MINUTES EAST 480 FEET; THENCE SOUTH 35 DEGREES 23 MINUTES EAST 291.7 FEET; THENCE SOUTH 38 DEGREES 21 MINUTES EAST 400 FEET TO THE EAST LINE OF SAID 1/4 SECTION, THENCE NORTH ON SAID EAST LINE 1648 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

**Property Index Number(s):** 32-04-403-021-0000

**Property Address:** 142 N. State, Glenwood, IL 60425

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-03-318-005-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

**(115 W. Main Street)**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 7TH DAY OF SEPTEMBER, 2021**

**RESOLUTION NO. 2021- \_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-03-318-005-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(115 W. Main Street)

WHEREAS, the Village has received a real estate contract from the South Suburban Land Bank which is attached as Exhibit 1 for the Village's purchase of the property described by PIN 32-03-318-005-0000 and further legally described in an exhibit to the real estate contract which is attached as Exhibit 1 (hereinafter the "Subject Property");

WHEREAS, the purchase price for the Subject Property is \$5,479.67;

WHEREAS, the Village finds that it is in the best interests and the welfare of the Village to approve the real estate contract attached as Exhibit 1 and close upon the transfer of the Subject Property in furtherance of a flood control project; and

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

**Section 1. Recitals.**

The foregoing recitals are true, a material part of this Resolution, and are incorporated herein as if they were fully set forth in this section.

**Section 2. Approval of Real Estate Contract.**

The Village of Glenwood herein approves the real estate contract for the Village's purchase of the Subject Property that is attached hereto as Exhibit 1.

The Village President, Ronald J. Gardiner, is authorized to execute said real estate contract for and on behalf of the Village of Glenwood provided it is substantially in the form attached as Exhibit 1 and otherwise acceptable to the Village President. The Village Clerk, Sandra M. Washington is authorized to attest to the Village President's execution of said real estate contract for and on behalf of the Village of Glenwood.

**Section 3. Authorization to close upon the transfer of the Subject Property.**

The Village is authorized to close upon its purchase of the Subject Property. The Village President, Ronald J. Gardiner, the Village Administrator, Brian D. Mitchell and the Village Attorney, John F. Donahue, are each given the authority to execute on behalf of the Village such documents that are necessary for the Village to purchase the Subject Property, said documents to include, but may not necessarily be limited to: closing statements, Grantor-grantee statements, wire instructions, wire transfers, ALTA statements, GAP undertaking, documents required by any title company to close the transaction including any escrow instructions or agreements, and such other documents as may be required to close upon the Village's purchase of the Subject Property. The Village is further authorized to make the necessary payment of the purchase price and to further pay any title fees and costs that are necessary to purchase the Subject Property pursuant to the approved Real Estate Contract attached as Exhibit 1.

**Section 4. Home Rule.**

This Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Resolution 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 Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**Section 5. Effective Date.**

This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED by roll call vote this 7th day of September 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of September 2021.

---

Ronald J. Gardiner, Village President

ATTEST:

---

Sandra M. Washington, Village Clerk

**EXHIBIT 1**  
**(Real Estate Contract)**

**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 September 7, 2021, the Corporate Authorities of the Village of Glenwood passed and approved the attached Resolution No. 2021- \_\_\_\_\_, entitled,

**A RESOLUTION APPROVING: (1) A REAL ESTATE CONTRACT FOR THE VILLAGE'S PURCHASE OF PIN 32-03-318-005-0000; AND (2) THE VILLAGE'S CLOSING OF THE TRANSACTION**

(115 W. Main Street)

a true and correct copy of which is attached hereto.

Dated at Glenwood, Illinois, this 7<sup>th</sup> day of September 2021.

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

**PURCHASE AND SALE AGREEMENT**  
(Conveyance to Municipality)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered between the South Suburban Land Bank and Development Authority ("SSLBDA" or "Seller"), and Village of Glenwood, Illinois, a municipal body corporate and politic ("Purchaser") (collectively the "Parties"). For all purposes, the date of this Agreement (the "Effective Date") shall be the latest date of execution shown below the Parties' signatures.

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as 115 W Main Street, Glenwood, Illinois 60425, legally described in **Exhibit A** (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Five Thousand Four Hundred Seventy-Nine and 67/100 Dollars (\$5,479.67) ("Purchase Price") due in full in immediately available funds at Closing.

3. **Closing.** The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days after the Effective Date (the "Closing Date") at a mutually agreeable time upon receipt of the Purchase Price by recording the deed from Seller to Purchaser, or as otherwise agreed to by the Parties in writing.

4. **Closing Costs; Recording.** Seller will record the deed and pay the recording fee upon receipt of Purchaser's funds and transfer stamp(s).

5. **Recognition of SSLBDA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment or other encumbrance.

6. **Condition of Property.**

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

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2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

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A) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

B) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

C) The Purchaser makes or has made any misrepresentation to the Seller in securing Seller's agreement to sell the Property to Purchaser or execute this Agreement or any related document, including but not limited to any misrepresentation regarding how the transaction will be funded, or Purchaser makes a material change to its proposed financing of the purchase or rehabilitation of the Property without the Seller's written authorization.

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18. **Miscellaneous.** The following general provisions govern this Agreement.

A) **No Waivers.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

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C) **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) **Attorney Review.** Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

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G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

*[Remainder Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

Village of Glenwood

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**SELLER:**

South Suburban Land Bank and Development Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Legal Description:** LOT 1 IN BLOCK 4 IN CAMPBELL'S FIRST ADDITION TO GLENWOOD, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property Index Number(s):** 32-03-318-005-0000

**Property Address:** 115 W. Main St., Glenwood, Illinois 60425

**SPECIAL WARRANTY DEED**

**MAIL RECORDED DEED TO:**

Village of Glenwood  
Attn: Kevin Welsh  
One Asselborn Way  
Glenwood, IL 60425

**MAIL FUTURE TAX STATEMENTS TO:**

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

**THE GRANTORS:** South Suburban Land Bank and Development Authority, an Illinois intergovernmental agency, whose mailing address is 17730 Oak Park Ave., Suite D, Tinley Park, IL 60477, for and in consideration of TEN and NO/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, does hereby GRANT, SELL, and CONVEY to GRANTEE: Village of Glenwood, Illinois, an Illinois municipal corporation, all interest in the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

**Legal Description:** LOT 1 IN BLOCK 4 IN CAMPBELL'S FIRST ADDITION TO GLENWOOD, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property Index Number(s):** 32-03-318-005-0000

**Property Address:** 115 W. Main St., Glenwood, Illinois 60425

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises subject only to the covenants, conditions and restrictions of record, and general real estate taxes not yet due and payable.

GRANTOR, for itself and its successors and assigns, hereby covenants, and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under grantor and none other.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2021.

**SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY, an Illinois Intergovernmental Agency**

\_\_\_\_\_  
**Mark Miller, Chairperson**  
**By Caitlyn Sharrow, as attorney in fact**

STATE OF ILLINOIS        )  
                                          ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Caitlyn Sharrow, with Power of Attorney for **Mark Miller, Chairperson of the South Suburban Land Bank and Development Authority**, an Illinois intergovernmental agency, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument on behalf of the Chairperson of the South Suburban Land Bank and Development Authority as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

IMPRESS SEAL HERE

NAME and ADDRESS OF PREPARER:

Brent O. Denzin, Esq.  
Denzin Soltanzadeh LLC  
190 S. LaSalle St.  
Suite 2160  
Chicago, Illinois 60603

COOK COUNTY-ILLINOIS TRANSFER  
STAMP:

EXEMPT UNDER PROVISIONS OF 35  
ILCS 200/31-45, PARAGRAPH (b), REAL  
ESTATE TRANSFER ACT

DATE: \_\_\_\_\_, 2021

\_\_\_\_\_  
Signature of Buyer, Seller or Representative

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantor shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated \_\_\_\_\_, 2021

Signature: \_\_\_\_\_  
Grantor or Agent

SUBSCRIBED and SWORN to before me

this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated \_\_\_\_\_, 2021

Signature: \_\_\_\_\_  
Grantee or Agent

SUBSCRIBED and SWORN to before me

this \_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
NOTARY PUBLIC

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING ON: (1) THE PROPOSED ESTABLISHMENT OF A REDEVELOPMENT PROJECT AREA KNOWN AS THE I-394 REDEVELOPMENT PROJECT AREA; (2) THE PROPOSED REDEVELOPMENT PLAN AND PROJECT FOR THE I-394 REDEVELOPMENT PROJECT AREA; AND (3) THE PROPOSED UTILIZATION OF TAX INCENTIVE FINANCING FOR THE I-394 REDEVELOPMENT PROJECT AREA.**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 7th DAY OF SEPTEMBER, 2021**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Glenwood, Cook  
County, Illinois this 7th day  
of September, 2021.

ORDINANCE NO. 2021-\_\_\_\_\_

**AN ORDINANCE SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING ON: (1) THE PROPOSED ESTABLISHMENT OF A REDEVELOPMENT PROJECT AREA KNOWN AS THE I-394 REDEVELOPMENT PROJECT AREA; (2) THE PROPOSED REDEVELOPMENT PLAN AND PROJECT FOR THE I-394 REDEVELOPMENT PROJECT AREA; AND (3) THE PROPOSED UTILIZATION OF TAX INCEMENT FINANCING FOR THE I-394 REDEVELOPMENT PROJECT AREA.**

WHEREAS, the Village desires to begin the public hearing process; (1) to designate a proposed Redevelopment Project Area which shall be known as the I-394 Redevelopment Project Area; (2) to approve a proposed Redevelopment Plan and Project for the I-394 Redevelopment Project Area; and (3) to approve utilization of tax increment financing for the proposed I-394 Redevelopment Project Area;

WHEREAS, the Village desires to adopt this ordinance in order to comply with the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*;

WHEREAS, the Village has previously established an interested parties' registry for the proposed I-394 Redevelopment Project Area and has published newspaper notice of the interested parties' registry for the proposed I-394 Redevelopment Project Area;

WHEREAS, the Village of Glenwood has made available for public inspection; (1) the Redevelopment Plan and Project for a proposed I-394 Redevelopment Project Area ("Redevelopment Plan"); and (2) a report finding that the proposed I-394 Redevelopment Project Area meets the criteria established by the Tax Increment Allocation Redevelopment Act and is eligible for tax increment financing ("Eligibility Report");

WHEREAS, the Redevelopment Plan and Eligibility Report have been available for public inspection as of August 27, 2021 at the Village Hall, which date is more than 10 days prior to the date upon which this Ordinance is passed.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, as follows:

**SECTION 1. RECITALS.**

The above recitals are a material part of this Ordinance and are incorporated herein and made a part hereof.

**SECTION 2. PUBLIC HEARING DATE, TIME AND PLACE.**

Pursuant to the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*, the Board of Trustees of the Village of Glenwood shall hold a Public Hearing on October 26, 2021 at 6:00 p.m. at the Village Board room located at the Glenwood Village Hall, One Asselborn Way, Glenwood, Illinois 60425 for the purpose of considering: (1) the designation of a proposed Redevelopment Project Area which shall be known as the I-394 Redevelopment Project Area; (2) the approval of a proposed Redevelopment Plan and Project for the I-394 Redevelopment Project Area; and (3) the approval of the utilization of tax increment financing for the I-394 Redevelopment Project Area. At the public hearing, any interested persons or affected taxing districts may file with the Village Clerk written objections to and/or be heard orally with respect to any and all issues to be considered at the public hearing.

**SECTION 3. NOTICE AND JOINT REVIEW BOARD.**

The Village Clerk or her designee is hereby authorized and directed to give all notices that are required by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq* (“Act”), which shall include: (1) mailing of notice of the public hearing to all affected taxing districts and the Illinois Department of Commerce and Economic Opportunity as required by the Act; (2) mailing of notice of the public hearing and the availability of the Redevelopment Plan and Eligibility Report to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area and to any registrants on the interested parties registry for the proposed I-394 Redevelopment Project Area as required by the Act; (3) mailing notice to all taxpayers of record having property within the proposed I-394 Redevelopment Project Area as required by the Act; and (4) notice by publication in a newspaper having general circulation within the taxing districts having property in the proposed I-394 Redevelopment Project Area at least twice, with the first publication occurring no more than 30 nor less than 10 days before the public hearing in the manner as required by the Act. All notices shall comply with all requirements that are applicable for each type of notice as set forth in the Act. In addition, the Clerk or her designee is also directed to send notice to convene a meeting of the Joint Review Board as required by the Act for September 24, 2021 at 10:00 a.m. at the Glenwood Village Hall.

**SECTION 4. INVALIDITY.**

If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 5. REPEALER.**

All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 6. EFFECTIVE DATE.**

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

PASSED by roll call vote this 7th day of September, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of September, 2021.

Ronald J. Gardiner, Village President

ATTEST:

Sandra M. Washington, Village Clerk

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 September 7, 2021, the Corporate Authorities of the Village of Glenwood passed and approved Ordinance No. 2021-\_\_\_, entitled,

**AN ORDINANCE SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING ON: (1) THE PROPOSED ESTABLISHMENT OF A REDEVELOPMENT PROJECT AREA KNOWN AS THE I-394 REDEVELOPMENT PROJECT AREA; (2) THE PROPOSED REDEVELOPMENT PLAN AND PROJECT FOR THE I-394 REDEVELOPMENT PROJECT AREA; AND (3) THE PROPOSED UTILIZATION OF TAX INCENTIVE FINANCING FOR THE I-394 REDEVELOPMENT PROJECT AREA.**

which provides by its terms that it should take effect immediately.

The pamphlet form of Ordinance No. 2021-\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on September 7, 2021, 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 2021-\_\_\_ is attached.

Dated at Glenwood, Illinois, this 7th day of September, 2021.

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

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**REDEVELOPMENT AGREEMENT**

**Between**

**VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS,  
an Illinois home rule municipality**

**And**

**GLENWOOD COMMERCE, LLC, an Illinois limited liability company**

**Dated as of September \_\_, 2021**

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## **REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (the "Agreement") is made and entered into between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **GLENWOOD COMMERCE, LLC**, an Illinois limited liability company (the "Developer") (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

### **RECITALS**

A. Developer has entered into real estate contracts to acquire the properties known and described by the following PIN numbers:

- 1) 32-11-400-006-0000,
- 2) 32-11-400-007-0000, and
- 3) 32-11-400-009-0000.

B. Together all of the properties described and referred to in the above Recital paragraph "A" shall herein in their entirety be referred to as the "Subject Property". The legal description of the Subject Property is set forth in Exhibit C. Additional property may be added to the description of "Subject Property" upon the mutual agreement of the Village and the Developer as provided for in Section 8.2 of this Agreement.

C. Developer desires to acquire all portions of the Subject Property and desires to complete the redevelopment of the Subject Property as described in Exhibit A and as further depicted in the concept plans attached as Exhibit B.

D. The Developer and the Village desire to enter into this Agreement in order to assist the redevelopment of the Subject Property by providing the incentives as set forth in this Agreement.

E. The corporate authorities of the Village, after due and careful consideration, have concluded that the development of the Subject Property as described in Exhibit A and depicted in the concept plans attached as Exhibit B will further the growth of the Village, improve the environment of the Village, increase the assessed valuation of real estate situated within the Village; increase the economic activity within the Village; provide jobs to residents of the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

F. The Developer has been and continues to be unable and unwilling to undertake the development of the Subject Property as described in Exhibit A and depicted in the concept plans attached as Exhibit B (the "Redevelopment Project") but for certain economic assistance from the Village which the Village is willing to provide under the terms and conditions contained in this Agreement. The parties acknowledge and agree that but for the economic assistance contemplated herein, the Developer cannot successfully and economically develop the Subject Property in a manner satisfactory to the Village as provided for in this Agreement and that the Redevelopment

of the Subject Property as required by this Agreement would not otherwise be economically viable at this time. The Village has determined and resolved that it is desirable and in the Village's best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended.

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

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

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

1.0 **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, including, without limitation, annexation and rezoning of the Subject Property and any necessary subdivision of the Subject Property, or any portion thereof, for purposes of creating the TIF District, and any necessary annexation, rezoning and subdivision of any additional property that may be added to this Agreement by an Amendment as provided for in Section 8.2 of this Agreement.

**ARTICLE III**  
**REDEVELOPMENT PROJECT/CONTINGENCIES**

3.0 **Identification of the Redevelopment Project.** The Developer agrees that the Redevelopment Project shall consist of the completion of the redevelopment of the Subject Property as described in the attached Exhibit A and depicted in the attached Exhibit B. The Redevelopment Project shall not include the construction or development of any residential units.

3.1 **Contingencies.** The redevelopment of the Subject Property in the manner as required by Exhibits A and B and this Agreement shall be contingent upon the Developer's acquisition of the entirety of the Subject Property and the completion of each and every one of the following items:

[Intentionally Omitted]

- B. The Village's rezoning of the Subject Property in a manner satisfactory to the Developer;
- C. The Village's approval of Developer's Plans for the Redevelopment Project.
- D. On or before December 31, 2021, the Village's creation of a Redevelopment Project Area that includes the Subject Property and the approval of Tax Increment Financing all pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. Seq.*
- E. The State of Illinois granting to the Developer the right to participate in the State of Illinois Enterprise Zone incentive in the Lincoln & 394 Corridor Enterprise Zone providing for a State sales tax exemption on building materials used in the Enterprise Zone.
- F. Cook County, Illinois granting to the Developer Cook County Class 6B or Class 8 Property Tax Incentives and the right to participate in the Cook County Section 108 Loan Guarantee Program.

#### **ARTICLE IV** **REQUIRED APPROVALS**

4.0 **Plan Approval.** The Developer shall submit to the Village a complete permit application for the construction of the Redevelopment Project 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. In all instances, the Village shall not unreasonably withhold, condition or delay its approval. The Village agrees to waive any and all application fees, inspection fees and permit fees in connection with the Redevelopment Project.

4.1 **Permit Approvals.** Prior to commencing any work on the Redevelopment Project, Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes which are in effect at the time of execution of the Agreement.

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

5.0 **Construction.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer's Plans in accordance with the Developer's construction schedule; provided, however, that the Developer has received all other required approvals from all governmental agencies, including, without limitation, the Village, the County of Cook, State of Illinois, Illinois Department of Transportation, and Metropolitan Water Reclamation District, and the Developer has obtained all necessary financing for the

Redevelopment Project. All work shall be completed in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to Illinois Prevailing Wage requirements to the extent such prevailing wage requirements are applicable to the construction of the Redevelopment Project. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent, not to be unreasonably withheld, conditioned or delayed.

5.1 **Completion Date.** The completion of construction and the receipt of any final occupancy permit that may be necessary for the Redevelopment Project must be completed on or before December 31, 2024. Developer may complete the Redevelopment Project in any number of phases, in Developer's sole and absolute discretion.

5.2 **Construction Costs and Expenses.** 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 Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement.

5.3 **No Liens.** No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any Village funds (to the extent the Village has advanced funds or owes funds to the Developer) in connection with the Redevelopment Project for labor or materials furnished in connection with any construction of the Redevelopment Project; 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 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 in court.

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

5.5 **Village's Right to Monitor and Inspect.** 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 reasonably necessary for the Village to determine whether

the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances and regulations, subject to limitations required by safety considerations; provided, however, in no event shall such inspections interfere with, or delay, Developer's construction activities. The rights set forth herein and the Village's exercise of said rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable Village codes, regulations and ordinances or as a waiver of any further rights of the Village regarding the construction and maintenance of the Redevelopment Project, including the right to require code compliance and issue stop work orders or violation notices.

**ARTICLE VI**  
**PAYMENT AND REIMBURSEMENT OF**  
**REDEVELOPMENT PROJECT COSTS**

**6.0 Definitions.**

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

i) Costs of studies, surveys, the preparation of construction plans and specifications including but not limited to professional services costs for architectural, engineering, legal costs or other consulting, brokerage or leasing services related to the Redevelopment Project as allowed by 65 ILCS 5/11-74.4-3(q)(1);

ii) The Developer's cost for the acquisition of the Subject Property (including any professional service costs, consulting costs, leasing or brokerage costs incurred), site preparation costs including the clearing and grading of land as allowed by 65 ILCS 5/11-74.4-3(q)(2);

iii) The developer's costs for the construction, management, administration and improvements of roads, water and sewer mains, storm water sewers and storm water detention areas that are dedicated to the Village of Glenwood as allowed by 65 ILCS 5/11-74.4-3(q)(4);

iv) 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 during the estimated period of construction of the Redevelopment Project, as allowed by 65 ILCS 5/11-74.4-3(q)(6);

v) Interest costs incurred by the Developer related to the construction, of the Redevelopment Project as allowed by and subject to the limitations of 65 ILCS 5/11-74.4-3(q)(11); and

vi) All environmental inspection, assessment and remediation costs, and all other eligible costs allowed pursuant to applicable law, ordinance, rule or regulation, including, without limitation "Redevelopment project costs" as defined in Section

5/11-74.4-3(q) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1/et. seq.

(b) "Eligible Redevelopment Project Costs" are "Redevelopment Project Costs" that have received a Certificate of Eligibility pursuant to Section 6.2. Under no circumstances shall the terms "Eligible Redevelopment Project Costs" or "Redevelopment Project Costs" include any cost or expense that is directly or indirectly paid or reimbursed to the Developer through the Cook County Section 108 Loan Guarantee Program or through the participation in any other Federal, State or County program. The Parties agree that the Developer's payment of property taxes following the Developer's acquisition of the Subject Property is not an Eligible Redevelopment Project Cost under the Tax Increment Allocation Redevelopment Act (the "Act").

(c) "Increment Equalized Assessed Value" means the Equalized Assessed Value of all portions of the Subject Property for a given tax assessment year less the "Base" or "Frozen" Equalized Assessed Value as determined by Cook County for the entirety of the Subject Property upon the establishment of the Redevelopment Project Area that includes the Subject Property. The "Increment Equalized Assessed Value" shall be an aggregate for all portions of the Subject Property regardless of how many parcels the Subject Property may be divided into.

#### 6.1 Reimbursement of Eligible Redevelopment Costs.

(a) The Parties acknowledge that the Redevelopment Project herein will be assisted in part by the reimbursement of the Developer's Eligible Redevelopment Project Costs, as certified by the Village pursuant to Section 6.2 to the extent allowable by this Agreement **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY FROM THE AGGREGATE TAX INCREMENT REVENUE ACTUALLY RECEIVED BY THE VILLAGE FROM THE ENTIRETY OF THE SUBJECT PROPERTY (Currently PINs 32-11-400-006-0000, 32-11-400-007-0000, and 32-11-400-009-0000)** The tax increment revenue for the Subject Property acquired by the Developer for a given tax assessment year shall be calculated by:

- 1) First multiplying the Increment Equalized Assessed Value for the entirety of the Subject Property for the tax assessment year by the tax rate applicable to the Subject Property for the same tax assessment year; and then
- 2) By reducing the product of the above paragraph 1 by the amount of any property tax refunds or other amounts received by the Developer or other owner of the Subject Property in the same tax assessment year including, but not limited to any payments of tax refunds from prior years' tax appeals of the Subject Property's assessed valuation or other payments or credits received from County for the Subject Property, if any, and then
- 3) By further reducing the product of the above paragraph 1, by the amount of any negative balance determined for the calculation of tax increment revenue from the prior tax assessment year, if any.

If the determination of the tax increment revenue for a given tax assessment year is negative, that negative balance shall carry over to the next tax assessment year for the purpose of determining the tax increment revenue received in the next tax assessment year. If the tax increment revenue for the Subject Property calculated for a given tax assessment year is a positive number, it shall be known as the "Net Tax Increment Revenue." Developer shall reasonably cooperate to the extent necessary to any Village request made to Cook County for the creation of a new Tax Code which shall include only the Subject Property.

**(b) THE DEVELOPER AGREES THAT IT WILL 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 THAT INCLUDES THE SUBJECT PROPERTY. THE DEVELOPER WAIVES ANY RIGHT TO APPEAL OR CHALLENGE THE DETERMINATION OF THE ASSESSED VALUE 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 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.**

(c) Beginning with the tax year which begins with the first January 1<sup>st</sup> after the establishment of the Redevelopment Project Area that includes the Subject Property and for each calendar year thereafter, the Developer, subject to the payment limitations of this Agreement, shall be reimbursed (subject to the maximum amount as provided for in (d) below) for its previously unreimbursed Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility in an amount equal to:

Ninety Five Percent (95%) of the Net Tax Increment Revenue received by the Village from the entirety of the Subject Property for the tax year. If, pursuant to Section 8.2, the Village and the Developer agree to amend this Agreement to include one or more of the parcels of property north of Glenwood-Dyer Road which are identified by PINS 32-11-101-039, 32-11-101-011, 32-11-404-016, 32-11-404-019, 32-11-404-020, 32-11-202-016, 32-11-202-017 and 32-11-202-018 within this Agreement's definition of Subject Property, then beginning on the date the Developer acquires one or more of PINS 32-11-101-039, 32-11-101-011, 32-11-404-016, 32-11-404-019, 32-11-404-020, 32-11-202-016, 32-11-202-017 and 32-11-202-018, and for each calendar year thereafter, the Developer shall be reimbursed for its previously unreimbursed Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility in an amount equal to Ninety Five Percent (95%) of the Net Tax Increment Revenue received by the Village from the entirety of the Subject Property for the tax year.

Except, if, pursuant to Section 8.2, one or more of PINS 32-11-101-009, 32-11-301-001, 32-14-200-020, 32-14-100-014, 32-14-100-018, 32-14-100-017, 32-14-200-009, 32-14-200-007, 32-14-200-033, 32-14-200-031, 32-14-100-012, 32-11-400-004 and 32-11-400-008 are acquired by the Developer and included as part of the Subject Property of this Agreement by the administrative approval of the Village because the proposed development of these parcels is substantially similar to the industrial development described in Exhibits A and B, then beginning on the date the Developer acquires one or more of PINS 32-11-101-009, 32-11-301-001, 32-14-200-020, 32-14-100-014, 32-14-100-018, 32-14-100-017, 32-14-200-009, 32-14-200-007, 32-14-200-033, 32-14-200-031, 32-14-100-012, 32-11-400-004 and 32-11-400-008 and for each calendar year thereafter the Developer shall be reimbursed for its previously unreimbursed Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility in an amount equal to Ninety Percent (90%) of the Net Tax Increment Revenue received by the Village from one or more of the PINS 32-11-101-009, 32-11-301-001, 32-14-200-020, 32-14-100-014, 32-14-100-018, 32-14-100-017, 32-14-200-009, 32-14-200-007, 32-14-200-033, 32-14-200-031, 32-14-100-012, 32-11-400-004 and 32-11-400-008 acquired by the Developer for the tax year.

(d) **Maximum Total Payment.** Notwithstanding any other term or provision of this Agreement, the total sum of all payments received by the Developer pursuant to this Agreement shall not exceed 100% of the Developer's actual Eligible Redevelopment Project Costs. Developer shall only be reimbursed for Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility. The identification of a maximum payment amount in this Section shall not obligate the Village to make any payments from any source other than from the Net Tax Increment Revenue actually received by the Village from the Subject Property. Developer understands that upon the expiration date of the Redevelopment Project Area that include the Subject Property, it shall receive no further payments pursuant to this Agreement. Notwithstanding the foregoing, the Village agrees that if the Redevelopment Project Area and the TIF District are extended, the Village shall extend this Agreement and the terms included herein accordingly.

(e) **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. The receipt of any payments due the Developer under this Article is contingent upon the full payment of all property taxes due.

(f) **No Interest.** At no time shall the Developer receive any interest on any amounts owed to it under this Agreement, unless the payments are more than 10 days late, in which event interest shall accrue at the rate of the Prime Rate plus five percent (5%) as of the date due.

(g) The contemplated TIF District Redevelopment Project Area to be created by the Village that includes the Subject Property is not contiguous to any other Village TIF District Redevelopment Project Area. If the TIF District Redevelopment Project Area that includes the Subject Property becomes contiguous to any other Redevelopment Project Area, the Village shall not transfer (or port) Net Tax Increment Revenue from the TIF District in which the Subject Property is located to a contiguous TIF District. The Village shall be allowed to declare the existence of a surplus within the TIF District Redevelopment Project Area that includes the Subject

Property as required by law provided that the amount of the Net Tax Increment Revenue required to be paid to the Developer shall not be declared to be a surplus.

(h) Developer payments due under this Article VI shall be payable to Developer and/or its assigns.

(i) Provide the necessary Certificates of Eligibility have been obtained for Eligible Redevelopment Project Costs and the Developer is otherwise in compliance with this Agreement, the Developer shall receive two payments, the first of which shall be estimated based upon the 1<sup>st</sup> installment tax bills for the Subject Property and due within 60 days after the due date for the 1<sup>st</sup> installment tax bills, provided the 1<sup>st</sup> installment tax bills have been timely paid and the second of which is due within 60 days after the due date for the 2<sup>nd</sup> installment tax bills, provided the 2<sup>nd</sup> installment tax bills have been timely paid. Any delay in the receipt of information from on the amount of any property tax refunds received shall extend the due date for these payments. In the event any tax bill has not been timely paid, the due date for any payment shall be extended by the amount of the delay in the payment. The payment due following the 1<sup>st</sup> installment tax bill shall be estimated by reducing the total amount paid by the amount paid on the percentage of the Base EAV or Frozen EAV that is equal to the percentage of the prior year's tax bills that are charged for the 1<sup>st</sup> installment (currently 55%)

## **6.2 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 Redevelopment project cost items for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by: (1) supporting lien waivers; (2) engineers and owner certificates; (3) documentation to establish satisfactory completion of the work for which reimbursement is sought.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are Eligible Redevelopment Project Costs for which the Developer may be reimbursed pursuant to this Agreement 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 no event shall the Village unreasonably withhold, condition or delay its issuance of the Certificate of Eligibility; it being understood and agreed that the Village shall review all Certification Applications in a prompt and expeditious manner and shall issue a written Certificate of Eligibility if the preceding conditions are met. In the event the Village reasonably 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 Eligible Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to reasonably determine constitute Eligible Redevelopment Project Costs under this Agreement. If the Village refuses (which refusal in all instances must be reasonable) to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute an Eligible

Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

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

**6.3 Village's Right to Inspect Books and Records.** The Developer agrees that, up to two years after final 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 following items relating to the Redevelopment Project funded by the Village hereunder: the contractor's sworn statements waivers of lien and reasonable evidence of the Developer's payment of Redevelopment Project costs for which reimbursement has been sought, in order to confirm that reimbursement is being made for Eligible Redevelopment Project Costs or other purposes permitted under the Act.

## **ARTICLE VII** **ENTERPRISE ZONE AND OTHER INCENTIVES**

**7.0 State Enterprise Zone Benefits.** The Developer has advised the Village that it desires to take advantage of a State of Illinois Enterprise Zone incentive available in the Lincoln & 394 Corridor Enterprise Zone which provides for a State sales tax exemption on building materials used in the Enterprise Zone. The Village agrees to support and cooperate with the Developer's receipt of this State Enterprise Zone incentive as necessary, including, without limitation promptly executing any applications or other documents which Developer intends to file with such agency. The Developer, however, understands that it is responsible to apply for this benefit; that the Village does not control the decision to grant or not grant this State sales tax incentive; and that this incentive is subject to all current 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 this Enterprise Zone State sales tax incentive. 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 sales tax incentive) or to anyone else if the State sales tax incentive available in the Lincoln & 394 Corridor Enterprise Zone is not granted except to the extent due to the negligence or willful misconduct of the Village, its officers, elected and appointed, employees and agents.

**7.1 Village support for a Section 108 Loan Guarantee Program, Class 8 or Class 6B Tax Incentive.** 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 or a Cook County Class 6B Property Tax Incentive and the Section 108 Loan Guarantee Program for the Subject Property owned by the Developer. The Developer understands that the Section 108 Loan Guarantee Program and a Class 8 or Class 6B 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 Section 108 Loan Guarantee Program, Class 8 or Class 6B property tax incentive; and that any

such Section 108 Loan Guarantee Program, Class 8 or Class 6B 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 Section 108 Loan Guarantee Program, Cook County Class 8 or Class 6B 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 the Section 108 Loan Guarantee Program, a Cook County Class 8 or Class 6B incentive) or to anyone else if the Section 108 Loan Guarantee Program, a Cook County Class 8 or Class B property tax incentive is not granted except to the extent due to the negligence or willful misconduct of the Village, its officers, elected and appointed, employees and agents. It shall be the Developer's responsibility, if Developer so desires, to apply for the Section 108 Loan Guarantee Program, Class 8 or Class 6B incentive. Additionally, the Village agrees to support one (1) renewal of any and all such Cook County Property Tax incentives obtained by Developer in connection with the Redevelopment Project to the extent renewal is authorized by the Cook County program.

## ARTICLE VIII GENERAL PROVISIONS

8.0 **Time of Essence.** Time is of the essence for 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.

8.1 **Default.**

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

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within (i) thirty (30) days of receipt of such notice if the Village is the defaulting party, or (ii) if the Developer is the defaulting party, within thirty (30) days of the receipt of such notice, or such longer period of time as may be necessary to cure as long as Developer is diligently pursuing the cure.

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

(d) If and when any default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, pursue any remedy available at law or in equity. 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.

**8.2 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; provided, however any amendment to the Redevelopment Project described in Exhibits A and B which does not require a change in the zoning or a deviation from the redevelopment parameters set forth in Exhibits A and B may be approved by the Village's administrative staff to the extent it involves a legally allowable non-material change which shall be defined as including: (1) a change to the square footage of the building(s) to be built; (2) an increase or decrease in the number of buildings to be built; (3) a change in the location of any improvements to be built and their relationship to any detention areas or other infrastructure improvements; (4) a change in the location or number parking spaces provided the parking meets the requirements of the Village's zoning ordinance; (5) the relocation of any infrastructure improvements serving the Subject Property; and (6) the location of any internal drive aisles serving the Subject Property. One or more of PINS 32-11-101-009, 32-11-301-001, 32-14-200-020, 32-14-100-014, 32-14-100-018, 32-14-100-017, 32-14-200-009, 32-14-200-007, 32-14-200-033, 32-14-200-031, 32-14-100-012, 32-11-400-004 and 32-11-400-008 may be later included as part of the Subject Property of this Agreement following their acquisition by the Developer upon the administrative approval of the Village only if the proposed development of these parcels is substantially similar to the industrial development described in Exhibits A and B, in which event the Village shall be required, as necessary, to undertake the process for the annexation of the property, the rezoning of the property upon annexation and the amendment of the TIF District to include said property. Any Amendment to this Agreement to add additional property other than PINS 32-11-101-009, 32-11-301-001, 32-14-200-020, 32-14-100-014, 32-14-100-018, 32-14-100-017, 32-14-200-009, 32-14-200-007, 32-14-200-033, 32-14-200-031, 32-14-100-012, 32-11-400-004 and 32-11-400-008 shall require Village Board approval and the mutual agreement of the Village and the Developer to an amendment to this Agreement that shall include such contingencies and requirements including, but not limited to, annexation, zoning inclusion in a TIF District, approval of plans, identification of the redevelopment project, deadlines for project construction and completion, subdivision of the property and such other agreed upon terms as may be relevant to the additional property. The terms of this Redevelopment Agreement shall be applicable to the additional property except to the extent they are modified or in conflict with the terms of any agreed upon amendment adding additional property to this agreement. The deadlines and contingencies contained in this agreement shall not be applicable to any additional property except to the extent they are specifically contained in an amendment adding the additional property to this Agreement.

**8.3 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 and replaces all prior written agreements, negotiations and understandings,

written and oral, and shall be deemed a full integration of the entire agreement of the Parties for the matters contained herein.

8.4 **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.

8.5 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

8.6 **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 a nationally recognized overnight courier service; or (ii) delivered by United States 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; (b) one (1) business day after depositing with such an overnight courier service or (c) upon receipt (or refusal) after deposit in the United States mail, if mailed via certified mail. 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 may be sent by either party's attorney on behalf of such party.

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 60602

If to the Developer:

Glenwood Commerce, LLC  
c/o Ginsberg Jacobs LLC  
300 S. Wacker Drive, Suite 2750  
Chicago, IL 60603  
Attn: Michele L. Krause

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

8.8 **Successors and Assigns.** The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) except as limited by Section 8.7.

8.9 **Term of TIF Benefits.** This Agreement shall commence on the date it has been executed by all parties. The payment of Net Tax Increment Revenue to the Developer shall terminate upon the earlier of the following: (1) the completion of the Redevelopment Project and the reimbursement of all amounts due Developer for which a Certificate of Eligibility has been issued by the Village;(2) the expiration of the Redevelopment Project Area or (3) the proper termination of this Agreement under, or as a result of, any term of this Agreement. The expiration of the Redevelopment Project Area or the termination of the term of this Agreement shall not impact any Enterprise Zone State sales tax incentive received by the Developer. The termination or expiration of any portion of this Agreement shall not impact any benefits the Developer receives under any Cook County Class 8 or Class 6b incentive program and shall not impact any benefits the Developer receives under the Cook County Section 108 Loan Guarantee Program. Additionally, the Village's obligation to support the Developer's application for a Cook County Class 8 incentive, a Cook County Class 6b incentive and the Developer's participation in the Cook County Section 108 Guaranteed Loan Program and one renewal thereof shall survive the expiration or termination of the Redevelopment Project Area.

8.10 **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.

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

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

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

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

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

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

8.17 **Warranty of Authority.** The parties hereto represent and warrant that they have the right and power to enter into this Agreement and to bind the party for whom they are executing this Agreement.

8.18 **Representations and Warranties of Village.** The Village represents and warrants:

- (a) The Village has all requisite corporate power and authority to enter into this Agreement.
- (b) Neither the execution and delivery of this Agreement by the Village, the consummation of the transactions contemplated hereby by the Village, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Village conflicts with or will result in a breach of any terms, conditions or provisions of any contract, ordinance or resolution executed or approved by any Village official or the Village Board.
- (c) The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (1) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consent, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

8.19 **OFAC Certification.** In connection with the Agreement, the Village and the Developer agree to comply with the sanctions and regulations administrated by the U.S. Department of Treasury's Office of Foreign Asset Control including, but not limited to, the regulations implementing Executive Order 13224; if applicable, the Bank Secrecy Act, as amended by Title III of the USA Patriot Act of 2001, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network; and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. The Village and the Developer each represent and warrant to each other that it is not designated on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.

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



**EXHIBIT A**  
**(DESCRIPTION OF THE REDEVELOPMENT PROJECT)**

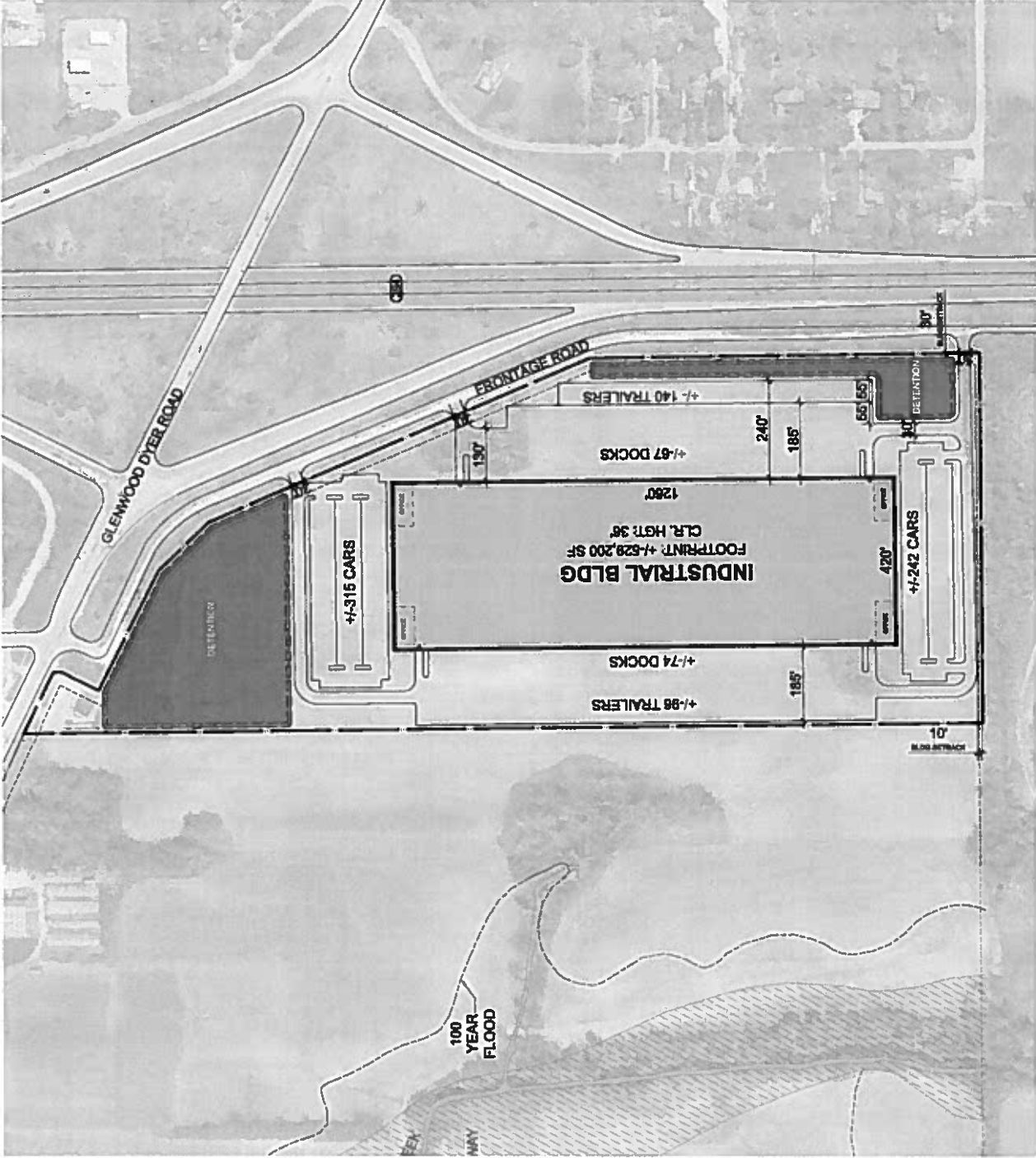
The Development of the approximately 38-acre Subject Property in accordance with the concept plan attached as Exhibit B, containing a proposed building area of approximately 500,000 square feet together with all related site work or as otherwise amended in accordance with the terms of the Agreement The Redevelopment parameters shall include:

1. Construction/installation of approximately 2700 feet of 12" PVC Sanitary Sewer Extension Main ("Sanitary Sewer Main") from Glenwood Dyer Road to the southern boundary of the property located within easements granted to and approved by the Village which are sufficient to allow maintenance and repair by the Village. The Village shall have no responsibility to maintain sanitary service lines that branch off the Sanitary Sewer Main to serve any improvement.
2. Construction/installation of approximately 2700 feet of 12" Ductile Iron Water Main Extension Main ("Water Main") from Glenwood Dyer Road to the southern boundary of the property located within easements granted to and approved by the Village which are sufficient to allow maintenance and repair by the Village. The Village shall have no responsibility to maintain water service lines that branch off the Water Main to serve any improvement.
3. Construction and completion of stormwater detention, volume control areas and storm sewer piping as required by the Metropolitan Water Reclamation District of Greater Chicago.
4. A 20 foot wide easement for Municipal Utilities and other utilities around the perimeter of the Subject Property.
5. All improvements shall be served by Village water, Village Sanitary Sewer, electricity natural gas and telephone service.

**EXHIBIT B**  
**(CONCEPT PLAN FOR THE REDEVELOPMENT OF THE SUBJECT PROPERTY)**

**EXHIBIT C**  
**(LEGAL DESCRIPTION OF THE SUBJECT PROPERTY)**

**[Add Legals for PINs 32-11-400-006; 32-11-400-007 and 32-11-400-009]**



**PROJECT DATA:**

**SITE AREA:**  
 GROSS: 38.92 AC  
 NET: 241,113 SF @ 14%  
 BUILDING FOOTPRINT: 629,200 SF  
 WAREHOUSE: 507,740 SF @ 3%  
 OFFICE: 26,460 SF  
 GROSS: 31%  
 NET: 36%

**PARKING REQUIRED:**  
 17500 SF  
 488 STALLS  
 12500 SF  
 423 STALLS

**PARKING PROVIDED:**  
 AUTO: 557 STALLS  
 REQ. ACCESSIBLE: 81 (5% OF 1014)  
 TRAILER: 77 STALLS  
 236 STALLS

**TRUCK DOCKS:**  
 DOCK-HIGH DOORS: 141  
 GRADE-LEVEL DOORS: 4

**DEVELOPMENT STANDARDS:**

**ZONING:**  
 M  
 MAX. F.A.C.: 0.80  
 MAX. COVERAGE: 10%  
 MAX. HEIGHT: 35 FT  
 BUILDING SETBACKS:  
 FRONT: 30 FT  
 SIDE: 10 FT  
 REAR: 30 FT  
 LANDSCAPE SETBACKS:  
 FRONT: TBD  
 SIDE: TBD  
 REAR: TBD  
 LANDSCAPE REQ: TBD  
 OFF-STREET PARKING:  
 STANDARD: 9X19  
 COMPACT: 7.5X15  
 COMPACT %: 20%  
 DRIVE AISLE: 24 FT  
 REQ. PARKING RATIO BY USE:  
 WAREHOUSE: 1/1500 SF  
 MANUF: 1/7 EMP  
 OFFICE: 1/100 SF

**NOTES:**

1. This conceptual design is based upon a preliminary review of site conditions and is intended to provide a general understanding of the project. It is not intended to be a final design and is subject to change based on the final design and site conditions.

2. The site is located in the City of Lymewood, IL.

3. The site is located in the City of Lymewood, IL.

4. The site is located in the City of Lymewood, IL.

This conceptual design is based upon a preliminary review of site conditions and is intended to provide a general understanding of the project. It is not intended to be a final design and is subject to change based on the final design and site conditions.

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7. The site is located in the City of Lymewood, IL.

8. The site is located in the City of Lymewood, IL.



DATE: September 2, 2021  
TO: Administrator Mitchell  
FROM: Chief Welsh  
SUBJECT: Demolitions



Included on the agenda for the Board of Trustee Meeting of September 7, 2021 will be action items for the Village of Glenwood to take title to two more properties, 115 E. Main St and 142 State St. We also currently have title to 106 Jane St. The title to the shuttered Sanfratello property is in process as well.

I am asking for direction to perform the asbestos inspection and remediation on all four of these properties understanding that we can not make any final move to demolition of Sanfratello until we have the deed.

I will secure quotes for the demolition of the four properties and bring that back to the Board for approval.

These four properties create resident complaints about the condition of the building and grounds on a regular basis.

August 26, 2021

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

**RE: Proposal for Professional Engineering Services For FPCC Outfall Repair Phase I –  
Investigative Cleaning and Televising Storm Sewer to Outfall**

Dear Mayor and Village Board:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the rehabilitation or repair of the entire storm sewer system to the north of Glenwood/Lansing Road located in the Forest Preserves of Cook County (FPCC). The FPCC has raised concerns regarding the erosion and deterioration around the existing outfall structure.

Although the FPCC has only raised concerns regarding the outfall, a preliminary field inspection revealed that it may be prudent to review the entire storm sewer system on the FPCC property in order to comprehensively address any issues. This will allow the Village to review cost estimates and recommendations as a whole and allow the entire project to be coordinated, reviewed and permitted with the FPCC at one time. Phase I would include the investigative cleaning and televising of the entire system on the FPCC property in order to ascertain the condition of the storm sewer pipe, structures as well as the outfall. Phase II would be the engineering design for the rehabilitation or repair of the pipe, manholes and outfall as dictated by the recommendations of the Phase I portion of the project. Phase III would be the construction engineering for the construction phase of the rehabilitation or repair project.

Included in this Phase I proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

#### **PROJECT OVERVIEW**

The Village intends to inspect and repair a storm sewer outfall and headwall that has collapsed in the Forest Preserves of Cook County located in Glenwood, IL. Additionally, there are spots along the storm sewer where sink holes are forming and where manhole frames and lids are detached. According to the atlas, the sewer is an existing 48-inch diameter storm sewer that extends from Glenwood/Lansing Road approximately 2,000 feet north to the outfall near North Creek. As Phase I of this project, we believe it is in the best interest of the Village to first investigate the condition of the entire storm sewer system on the FPCC property including the storm sewer and manholes

upstream with internal closed-circuit television (CCTV) inspection to comprehensively address this infrastructure and determine permit needs for any improvements occurring within the FPCC limits.

## **SCOPE OF SERVICES**

### **A. Site Visit & Manhole Inspections**

A site visit will be conducted by the Engineer in order to take photographs of the project area and document existing conditions. This site visit will supplement any information that Village staff provides during our project initiation meeting. While onsite, REL staff will also inspect the outfall structure, and any storm manhole structures connected to the storm sewer.

### **B. Preparation of CCTV Bid Documents & Exhibits**

Based on the above data gathered, REL will prepare Phase I - bidding/contract documents to assess the condition of the storm sewer by soliciting bids from qualified cleaning and televising contractors. The exhibits and bid documents will be in accordance with industry standards for sewer cleaning and televising, including the National Association of Sewer Service Companies (NASSCO) Pipe Assessment Certification Program (PACP) coding and grading system for all observation data.

### **C. Bid Assistance & Contractor Questions**

Bids will be solicited from contractors experienced with sewer cleaning and televising. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bids, and prepare a letter of recommendation for award of the contract.

### **D. Permitting with Forest Preserves of Cook County**

Permitting and coordination will be required with the Forest Preserves of Cook County (FPCC) to obtain an access and/or construction permit as determined by the FPCC. REL will assist the Village in preparing the necessary permit application forms. A maximum of two comment letter responses is anticipated and included in our scope.

### **E. Project Management and Meetings**

REL will conduct a project initiation and organization meeting with Village staff and FPCC staff. This meeting will clarify the key objectives and timeframes established by the Village. This initial meeting will (a) confirm the focus and scope of the project; (b) the project schedule, work items and priorities.

REL will provide project management for the duration of the project and attend an additional project findings / project summary meeting with the Village at the end of the project ensuring that the Village's needs are met.

### **F. TV Coordination and Oversight**

REL will provide sewer televising coordination and oversight for the Village during the investigation phase. This scope includes:

- Part-time observation
- Responses to contractor inquiries
- Progress updates to the Village
- Preparation of any change orders as necessary
- Review of submittals
- Review of contractor payment applications and recommendations for payment
- Punch list preparation and project close out

#### **G. TV Review, Data Analysis & Reporting**

REL will provide sewer televising review by a NASSCO – PACP certified reviewer. TV data review will be provided to plot each deficiency in GIS, provide a thorough review of the CCTV data and to provide rehabilitation recommendations and cost estimates for repairs. Additionally, recommendations will be plotted on recommended work maps i.e. CIPP lining, grouting, point repairs, etc. to show scope of work needed. This scope includes:

- CCTV Data Review & Analysis
- Defect Maps, Repair Maps & PACP scoring Maps.
- Summary Memo with recommended next steps and estimates of cost

#### **NOT INCLUDED**

Since much of the repair work scope is unknown, Phase II & III– Engineering Design of the Sewer Rehabilitation & Construction Engineering services are not included with this initial investigative phase of the project. A separate proposal for these next step services will be provided at the end of Phase I – Investigative Cleaning and Televising Storm Sewer to Outfall.

#### **PAYMENT TERMS**

For this initial phase of the project, REL proposes a Time & Material (T&M) fee with an estimated cost of \$19,690. This fee is based on our understanding of the project and experience with similar projects. Invoicing will be done incrementally throughout the project (monthly) as hourly charges and expenses are accrued. In the event that outside agency permitting takes considerably less time than anticipated, the total invoicing for the project will reflect a lower cost than stated.

#### **STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2025 or email me at [joe.sullivan@reltd.com](mailto:joe.sullivan@reltd.com) with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,  
**ROBINSON ENGINEERING, LTD.**



Joseph Sullivan  
Senior Project Manager  
JMS/pc

U:\Sullivan\PROPOSALS\Glenwood\2021 Storm Sewer Cleaning & Televising\2021 Glenwood Storm Sewer Clean & TV - Letter Proposal.docx

Cc: Dave Schilling, PE – Robinson Engineering, Ltd.

Village of Glenwood  
Proposal for Professional Engineering Services  
Bidding, Oversight and Review of Cleaning and Televising of Storm Sewer  
July 2, 2021

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

**ROBINSON ENGINEERING, LTD ("REL")**  
**STANDARD TERMS AND CONDITIONS**

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

**REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.







September 1, 2021

To: Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

RE: Proposal for Professional Engineering Services  
Water Main Replacement – Various Locations

Dear Mayor & Village Board:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal for water main replacement for the Village of Glenwood (Village). REL appreciates this opportunity to participate in this project that is important to the Village. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and IEPA Agreement Requirements. Our Standard Terms and Conditions are also enclosed and should be considered as an integral part of this proposal.

## 1. PROJECT OVERVIEW

The Village desires to improve their water system by replacing the following water main sections:

- Ellis Avenue from 191st Place to 192nd Street
- 191st Place from Ingleside Avenue to Minerva Avenue
- Ingleside Avenue from 191st Place to 192nd Street
- Nevada Street from Illinois Street to Virginia Street
- Greenwood Avenue from 191st Place to 192nd Street
- Willow Lane from Center Street to Clark Street
- Blackstone Avenue from 191st Place to 194th Place
- Portions of Magnolia Dr, E. Clark Street, S. Willow Lane and Sycamore Lane

For this project REL recommends that the Village pursue Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program (PWSLP) funding (also known as IEPA low-interest loan funding). At a minimum, this funding source offers a 20-year repayment period with a fixed interest rate equal to 50% of the market interest rate (mean interest rate of the 20 General Obligation Bond Buyer Index). Based on the economic and population statistics of the community, the IEPA would likely offer the Village partial loan forgiveness, a 20-year payback period, and a further reduced interest rate. Based on the IEPA's current loan terms, 50% of the total project cost up to \$400,000 could be forgiven. Given these terms, an IEPA low-interest loan is an ideal funding source to utilize for the Village's water system improvements project.

## 2. SCOPE OF SERVICES

REL has successfully navigated the IEPA PWSLP loan application process for numerous clients and past projects; our staff keeps up-to-date on current changes to the program requirements. We also enjoy strong working relationships with key project managers and leaders of the IEPA's Infrastructure Financial Assistance Section, as well as with the various technical project managers who issue construction permits from the Bureau of Water. This results in smooth project delivery, from the initial planning stages, through design and permitting, the construction phase, and the associated IEPA loan documentation. Over the past 10 years REL has prepared project plans, facility plans, detailed construction plans and specifications, performed construction observation, conducted loan administration, and completed loan closeout documentation for more than 40 projects equating to over \$125 million construction dollars. Over the same period REL has assisted these clients with obtaining principal loan forgiveness for over \$37 million dollars on these projects.

The initial steps in the loan application process are detailed below.

#### **A. PROJECT FUNDING NOMINATION FOR LOAN ASSISTANCE**

The first step of the loan application process is the easiest. REL will submit a Funding Nomination for Loan Assistance form for the water system improvements project on behalf of the Village. The funding nomination form supplies basic applicant information and briefly describes the project, lists the project cost, and provides the project schedule. With the submittal of this form, the IEPA will be made aware of the Village's intent to pursue PWSLP funding.

#### **B. PROJECT PLAN**

The next step in the loan process is to submit a Project Plan for the Village's proposed project for which low-interest loan money is requested. The Project Plan presents the following information:

- Project location
- Village population and demographics
- Current and future water service areas
- Estimates of current and future water usages
- Description of existing water facilities:
  - Pumping stations
  - Storage facilities
  - Water distribution mains
- Need for water system improvements
- Description of existing and potential water violations
- Detailed discussion of proposed improvements
- Detailed project cost estimates
- Project schedule
- Assertion of regulatory compliance
- Assessment of environmental impacts
- Financial analysis demonstrating the ability for loan repayment

The Project Plan is an integral component of the loan application process; its development and approval represent a critical path element of the overall loan approval schedule, since the IEPA staff typically does not exert a lot of time or energy on reviewing other application items until a project has an approved Project Plan.

The Project Plan review process and timeframe at the IEPA typically varies based on project complexity and seasonal demands due to the IEPA staff focusing their attention in the summer months on finalizing numerous loans prior to their annual June 30 fiscal year end. REL will respond to any comments the IEPA may have. Once these comments have been addressed, the IEPA will request that the Village convene a public information meeting. REL will assist the Village in complying with the public notification requirements, and REL will present the Project Plan and associated exhibits at the public meeting and respond to public comments. After taking into consideration any public comments received, the IEPA will make a determination on approving the Project Plan.

Project planning costs are eligible for reimbursement by the loan if they are identified in advance within the Project Plan.

#### **C. CONTRACT DOCUMENT PREPARATION AND IEPA LOAN APPLICATION**

An IEPA loan is never approved without actual bids for construction being reviewed and approved in advance of the loan agreement being offered to a community. Extensive contract documents, including certifications by bidders, advertising requirements, Disadvantaged Business Enterprise (DBE) subcontractor advertising requirements by prime bidders, Davis-Bacon requirements, etc. are all integral to the loan approval process. Thus, the Village may desire to proceed with final design, construction permitting and bidding of selected projects concurrently with preparing the loan application package, as described below. Depending on project scope and complexity, many communities even begin the design process concurrently with the Project Plan effort. Design and construction

engineering costs are typically loan eligible items, as well as costs for legal/financial/administrative costs, as long as they are identified in advance within the approved Project Plan.

REL will proceed to prepare final contract documents as follows.

### **1. Project Initiation and Organization Meeting**

REL will conduct a project initiation and organization meeting with Village staff. This meeting will establish key objectives and timeframes established by Village. This initial meeting will (a) confirm the focus and scope of the project; (b) confirm the project schedule, work items and priorities; and (c) identify key project liaisons to establish communication protocols between Village and REL. Successful project implementation will require not only the proper technical engineering expertise and experience, but also pro-active communications to ensure that Village's needs are met.

### **2. Preparation of Contract Documents**

Based on the above data gathered, the design will proceed and contract documents will be prepared. The water main replacements will be designed in accordance with Part 8 – Distribution System Piping and Appurtenances of the Recommended Standards for Water Works. Village standards will also be utilized to guide the design.

REL will prepare final engineering plans, construction specifications, bidding/contract documents, and an engineer's probable cost of construction. REL will prepare contract documents suitable for competitive bidding and that meet all IEPA bidding specification requirements. REL will meet with Village staff to review the 50% complete design documents. REL will again meet with Village staff to review the 90% complete design documents. The Village's comments will then be integrated to produce final design documents that can be released for bidding.

### **3. Regulatory Agency Coordination & Permitting**

Permitting and coordination will be required with the Illinois Environmental Protection Agency (IEPA) to obtain construction permits. REL will prepare the necessary permit applications for the Village to execute to obtain these permits.

### **4. Loan Application**

REL will prepare a loan application package consisting of the following:

- Loan program certifications and resolutions
- Inventory of environmental impacts, and acquisition of signoffs from agencies such as the Illinois Department of Natural Resources and Illinois Historic Preservation Society
- Financial information including:
  - Approved operation, maintenance and replacement revenue system
  - Approved dedicated source of revenue
  - Ordinance providing evidence of indebtedness
  - Annual audit
- Project completion schedule
- Contract documents and bid results

### **5. Project Bidding**

Once the project is designed and permitted, then the project will be bid. REL will assist the Village with advertising the project by contacting contractors who typically perform water system construction. REL will respond to contractor questions during the bidding phase, and issue addenda to the contract documents when required. REL will attend the bid opening, prepare the bid tabulation, assist the Village in evaluating the bid proposals, and prepare a letter of recommendation for award of the contract.

## 6. Construction Engineering

For the project REL will perform construction engineering services consisting of the following:

- Preconstruction meeting
- Shop drawing review
- Part-time construction observation
- Survey layout of the proposed design
- Responses to contractor inquiries
- Preparation of change orders as necessary
- Completion of IEPA documentation required for loan administration
- Review of contractor payment applications and recommendations for payment
- Complete IEPA loan disbursement requests
- Punch list preparation
- Preparation of as-built drawings
- Attend IEPA loan close out interviews and inspections
- Project close out

The completion date of Construction Engineering services shall be 45 days following written and approved final completion by the contractor of all construction under the construction contract.

## 3. PAYMENT TERMS

REL proposes to prepare the project plan (Item B. above) for a lump sum fee of \$20,000; to conduct the design phase of the project (Items C.1., C.2., C.3. and C.5. above) for a lump sum fee of \$322,000; to prepare the loan application (Item C.4. above) for a lump sum fee of \$8,000; and to conduct the construction phase of the project (Item C.6. above) for a lump sum fee of \$296,000. These fees will be billed on a percent complete basis. Any other work not listed in the scope above that is requested and authorized by the Village will be billed at our standard hourly rates.

## 4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

## 5. IEPA AGREEMENT REQUIREMENTS

For State Revolving Fund (SRF) loan projects, the IEPA requires specific conditions to be part of the engineering agreement. These requirements are attached and are to be considered additional terms of this agreement.

To execute this proposal, please sign the signature block below, as well as initial and date the bottom of the Standard Terms and Conditions page.

Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,



Greg A. Kamplain  
Project Engineer  
(815) 412-2016  
[gkamplain@reltd.com](mailto:gkamplain@reltd.com)

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

## IEPA AGREEMENT REQUIREMENTS

### **1. Audit, Access to Records**

- i) The ENGINEER agrees to include subsections (i) through (iv) below in all contracts and subcontracts directly related to project performances which are in excess of \$25,000. To maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this agreement consistent with generally accepted accounting principles in accordance with the American Institute of Certified Public Accountants Professional Standards. The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- ii) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii) The ENGINEER agrees to disclosure of all information and reports resulting from access to records pursuant to subsection (i) above, to the IEPA. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity for an audit exit conference to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv) Records under subsection (i) above shall be maintained and made available during performance on IEPA loan work under this agreement and until three years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation or exception.

### **2. Covenant Against Contingent Fees**

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

### **3. DBE/MBE/WBE**

The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises, minority business enterprises and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

### **4. Non-Discrimination**

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### **5. Certification of no Disbarment or Suspension**

The ENGINEER certifies that no person(s) performing services under this agreement has been not been disbarred or suspended in accordance with federal Executive Order 12549.

ROBINSON ENGINEERING, LTD ("REL")  
STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

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**CHANGES IN SCOPE** –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

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**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIRONMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

**Glenwoodie Golf Course  
Grounds and Maintenance Department  
Board Report September 7, 2021**

The golf course grounds department continues to work through the dog days of summer. It has been a long and challenging season. We have experienced many weather challenges, equipment challenges, and staffing challenges as well. The demand for employees has been high, however, there appears to be a shortage of help or people not willing to work. Most golf courses have operated this season without full staff, and we have experienced this as well. This trend appears to be hitting in all labor circles this year. We hope that as we work through the pandemic that we will be able to generate more workers for our operation. Staff has already begun planning items that need to be done prior to the end of the season. We have also set up a date in which we will be blowing out the water lines for the season. It is hard to believe but time should move quickly and before we know it we will be dealing with cold and snow.



# Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

A reckless dirt-bike rider crashed into a SUV in the area of Glenwood Lansing Rd and Minerva. He had been driving recklessly between our areas north to a least Dixmoor for the past several days. He was ultimately charged with several traffic violations by the GPD and Thornton PD for this incident and dirt-bike was impounded.

**GPD Training:** August training includes weapons proficiency and use of force training. Dept. members received legal training in civil rights and legal updates.

GPD Admin attended the Midwest Police and Security Conference and the Illinois Association of Chiefs Conference Aug 18-20. Training included Cultural Competence, Modern Policing, Community Relations, Officer Wellness, Supervisory training, communications, and new technology.

**Staff Update:** 1 Ofc on IOD (injured on duty status) estimated return Nov 2021.

\*\*\*The suspect wanted for resisting arrest that caused the above officers injury was taken into custody in the early morning hours of 12 Aug 2021, charged with Aggravated Resisting Arrest, a class 4 felony.

New hire background investigations are being done and candidates are being scheduled for psychological, polygraph, and medical screenings. Upon successful completion and hiring approval, candidates will be enrolled in a police academy class.

End of this report.

Respectfully,  
*Derek Peddycord*  
Chief of Police

(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

## Glenwood Police Department Sep 7<sup>th</sup> 2021 Board Meeting Report

**August Calls for Service:** Total calls Aug 2021 were 990 (1384 calls 2020). The majority of calls were well-being checks, domestic disturbances, premise checks, assist fire dept., and traffic stops.

### Recent Events:

GPD participated in the "Back to School Bash" on August 20<sup>th</sup> meeting with students and staff. Our officers were present to talk to students and staff, answer and questions from kids and staff. We provided free safety material themed for school age children. This material included "how to call 911", safely walking to and from school, Internet safety, substance abuse awareness/risks, anti-bullying, etc...

**2021-2021 SCHOOL SESSION:** GLENWOOD SCHOOLS HAVE STARTED PLEASE DRIVE SAFE AND USE CAUTION AS CHILDREN WILL BE WALKING TO SCHOOL AND SCHOOL BUSES WILL BE PICKING UP STUDENTS.

Officers have been conducting extra patrol in the school zones and neighborhoods as well as assisting students at school crossings.

**CRIME:** Normal call volume and service calls, majority include officer initiated premise checks and traffic stops, alarm calls, domestic disturbances, and assist FD medical calls.

**Ruse Burglars:** we are investigating a ruse burglary that occurred in the Manor subdivision. An elderly resident was distracted by a burglar posing as a utility worker. While this offender distracted the victim, an accomplice stole valuables from a bedroom. Additional information is posted on our FB and tip 411 page.

**Amazon Scam Calls:** we have had residents report Amazon scam attempts. The latest version of scam calls to trick victims into giving out their account information. These are recorded phone messages that claim your Amazon account has a fraudulent charge on it. Victims are told their account activity has fraudulent charges, and to clear up the account, a call is needed. These calls are all fake. Amazon will never make a phone call to tell you your account has been frozen, or that you have a fraudulent charge on your account.

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