REGULAR BOARD OF TRUSTEES MEETING
TUESDAY APRIL 2, 2024
7:00 P.M.
AGENDA NO. 2024-01

CALL TO ORDER BY *Mayor Ronald J. Gardiner*

PLEDGE OF ALLEGIANCE

ROLL CALL BY VILLAGE CLERK *Sandra M. Washington*

Join Zoom Meeting

Topic: Village of Glenwood Trustees Regular Board Meeting of April 2, 2024
Time: April 2, 2024, 07:00 PM Central Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/85737059284?pwd=kXtu9E9mHxx8hjwXrF8oSmGtFgOISP.1

Meeting ID: 857 3705 9284
Passcode: 047769

PRESENTATION OF MINUTES OF REGULAR BOARD MEETING OF
March 19, 2024

TREASURER'S REPORT Treasurer Toleda Hart

1. Bills Payables March 28, 2024– Corporate $298,963.71, Sewer and Water $99,630.17, Glenwoodie Golf Course 25,343.70, TIF Halsted North, $22,698.00, TIF Halsted South, $125,993.75, **Total All Funds $572,629.33**

2. ***No Payroll report for this Agenda. There will be two reports on the next agenda.

OPEN TO PUBLIC

COMMUNICATIONS
MAYOR'S OFFICE Mayor Ronald J. Gardiner

1. Appointments
2. Approval of a contract with Arrow Strategy Group for the purpose of communications and marketing for the Village of Glenwood.

ATTORNEY'S REPORT *John F. Donahue*

1. Approval of an Ordinance Prohibiting the use of Groundwater as a Potable Water Supply by the installation or use of Potable Water Supply Wells or by any other method for a Specified Area.
2. Approval of a Resolution supporting and consenting to the Class 8 Renewal Application filed by Your Local Gas, Inc. for certain property located in the Village of Glenwood, Illinois.
3. Approval of a Resolution supporting and consenting to the Class 8 Renewal Application filed by O'Reilly Auto Enterprises LLC for certain property located in the Village of Glenwood, Illinois.
4. A Resolution Approving the Closing upon the Transfer of Village Owned Property Pursuant to a Redevelopment Agreement.
5. Approval of an Ordinance amending sections 42-31, 42-32, 42-34, and 42-36 of the Glenwood Village code in support of the reorganization of the Fire Department.
6. A Resolution for the sale of Glenwood Plaza lot 5 of the Plat recorded March 27, 2024.
7. Approval of a Joint Defense Agreement.

VILLAGE ADMINISTRATOR *Brian D. Mitchell*

1. Report
2. Approval of a Firework Display Contract(s) service agreement to engage the services of five alarm fireworks as vendor and display operator.
3. Consideration of rate increase for rentals of Village fieldhouses and Blakey Senior Center.

VILLAGE ENGINEER *Dave Schilling*

Approval of agreements for the United State Army Core Engineering for Cook County Glenwood Water infrastructure project.

NEW BUSINESS

OLD BUSINESS

ADJOURNMENT

Sincerely,

Ronald J. Gardiner (CW)

Ronald J. Gardiner
Village President

Posted and 3/29/24.

MINUTES OF THE REGULAR BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS
HELD AT VILLAGE HALL, **March 19, 2024**

The Board Meeting was called to order at 7:02PM 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: **Brown, Clark, Lynch, Rolle, Taylor, Williams**

REMOTE PARTICIPATION The meeting was conducted at Village Hall; no requests for remote participation were made.

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

ABSENT: **Joe Benoit, Deputy Pubic Works, Dave Schilling, Village Engineer, Toleda Hart, Treasurer**

Village Clerk's Office: **Motion to Approve the Regular Board Meeting Minutes of March 5, 2024**

Trustee Williams made the motion to approve; **Trustee Clark** second the motion as read.

Discussion: None

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

Ayes: Brown, Clark, Lynch, Rolle, Taylor, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

TREASURER'S REPORT: 1). **Motion to Approve Bills Payable March 14,2024 as presented by Mayor Ronald Gardiner**

Bills Payables March 14, 2024, Corporate in the amount of $85,076.27; Sewer and Water $93,897.11; Glenwoodie Golf Course $28,234.83; TIF Halsted North $405,017.50;

TOTAL ALL FUNDS $612,225.71

Trustee Taylor made the motion to approve; **Trustee Clark** second motion.

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

Ayes: Brown, Clark, Lynch, Rolle, Taylor, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Motion to Approve Payroll as presented by Mayor Ronald Gardiner. Payroll as of March 8, 2024

Payroll in the amount of Corporate $147,515.07; Sewer and Water Account $32,965.60; Holiday Pay $2,375.00; Paid On Call $9,050.85; Elected Positions $8,675.44; Glenwoodie Golf Course $13,593.82; Vendor Checks $2,614.54

OVERTIME: Police $5,633.59; Reimbursable ($687.51); Sewer and Water $1,041.12; Public Works $560.61; Economic Development Stipend $461.52

TOTAL PAYROLL $223,799.65

Trustee Taylor moved; **Second by Trustee Wiliams second** to accept the Motion as read.

Discussion: Trustee Rolle inquired if the Treasurer's salary had been recently raised due to fluctuation in the amount paid; **Mayor Gardiner** noted the Treasurer's salary has not increased in five years. **Village Administrator, B. Mitchell** noted the fluctuation in compensation is due to the number of additional hours worked to assist the Finance department. Timesheets are submitted by the Treasurer. **Trustee Brown** requested a separate line item to itemize the additional compensation earned by the Treasurer. **Village Administrator, B. Mitchell** will include a breakout of compensation for the Treasurer going forward.

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

Ayes: Clark, Lynch, Taylor, Williams

Naes: Brown, Rolle

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

OPEN TO THE PUBLIC:

Deborah Bukovac

Ms. Bukovac expressed concerns regarding the potholes on her street on Lotta. **Mayor Gardiner** noted that Lotta street is on the priority list for repaving. Public Works will patch until the permanent work is completed.

Leon Fields

Mr. Fields passed photos of the signs posted in Olympia Fields that have designated signs for truck routes. He recommended that the Mayor consider strengthening the Economic Development Committee. Glenwood used to have several businesses participating in Fall days event; need more businesses on Main Street, closures of San Frantello and Sun Gift Gallery can be developed. He also suggested that no more Class 8's be allowed in the Village of Glenwood.

Robert Maddox

Mr. Maddox suggested the Village to take a look at the condos on Glenwood Dyer Road; all of the garage doors have a different color which is an eyesore to the residents of Glenwood.

COMMUNICATIONS MAYORS OFFICE:

Motion to TABLE Appointments

Trustee Lynch made the motion to TABLE. **Trustee Brown** second the motion

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

Ayes: Brown, Clark, Lynch, Rolle,Taylor, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes, Motion Approved to Table

ATTORNEY'S REPORT

Motion to Approve a Resolution Authorizing entry onto property and property rights for the Village of Glenwood Section 219 Water Infrastructure Improvements Project

Trustee Clark made the motion. **Trustee Taylor** second the motion

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

Ayes: Brown, Clark, Lynch, Rolle, Taylor, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Motion to Approve a Resolution Authorizing the Acceptance of an Urban Area Security Initiative Award

Trustee Taylor made the motion. **Trustee Clark** second the motion

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

Ayes: Brown, Clark, Lynch, Rolle, Taylor, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Motion to Approve a Resolution supporting and consenting to the Cook County Class 8 Property Tax Incentive Application for Certain Property Located in Glenwood Illinois

Trustee Lynch made the motion. **Trustee Brown** second the motion

Discussion: Attorney John Donahue indicated the property is comprised of two parcels, PIN numbers in board packet located on South Holbrook. The business is a family-owned specialty use car dealership selling classic cars. Operating hours are state required for car dealerships for at least 20 hours per week. This is not a typical store front dealership, estimate up to 6 employees.

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

Ayes: Brown, Clark, Taylor, Rolle, Williams

Naes: Lynch

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Motion to TABLE Approval of a Joint Defense Agreement

Trustee Lynch made the motion to TABLE. **Trustee Brown** second the motion.

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

Ayes: Clark, Lynch, Taylor, Rolle, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

VILLAGE ADMINISTRATOR'S REPORT

Village Administrator, B. Mitchell reported a productive and positive meeting was held with representatives from IDOT to discuss ongoing concerns regarding road and street conditions in Glenwood. Interviews are being conducted with candidates for the vacant Finance positions; recommendations are forthcoming for the Board. 4th of July plans are under way; The police, fire, public works dept heads are attempting to be proactive in addressing the need for additional security resources for the safety precautions. Other municipalities have cancelled their event for fireworks due to safety concerns. Last year's event had challenges managing crowd control, flash mob activity. It is anticipated that more attendees will be the result in these cancellations. **Chief Pettycord** recommends additional resources for security if the Village is going to participate in the 4th of July event. It was also suggested to limit the event to residents of Glenwood and no back packs allowed on grounds. Last year's cost of fireworks was $17,500. Cost of fireworks this year is estimated at $20k for 1 year; $22k for 2025 and $24k for 2026; additional security expenses estimated at $14k, not including DJ and entertainment expenses. **Mayor Gardiner** indicated no action can be taken at tonight's meeting but will include on the next board agenda. **B. Mitchell** also asked the Board to consider increasing the facility rental rates as the renovations have been completed in the fieldhouses; it was suggested to require a cash deposit to prevent potential damage to the renovated facilities. Currently, the platform does not allow accepting deposits online. Village of Glenwood's Easter Egg Hunt is planned for Hickory Glenn Park Saturday, March 30th 11a-1pm.

ENGINEERING DEPARTMENT

Motion to Approve CDBG Funds Program Year 2024 in the amount of $400,000.00

Trustee Williams made the motion to approve. **Trustee Clark** second the motion as read.

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

Ayes: Brown, Clark, Lynch, Taylor, Rolle, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Motion to Approve CDBG Capital Improvement/Demolition and Economic Development Application

Trustee Lynch made the motion to approve. **Trustee Taylor** second the motion as read.

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

Ayes: Brown, Clark, Lynch, Taylor, Rolle, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Motion to Approve Bid for Tree Removal Located at 187th Street East Of Halsted Ave. to Pro Tree in the amount of $8,200.00

Trustee Williams made the motion to approve. **Trustee Clark** second the motion as read.

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

Ayes: Brown, Clark, Lynch, Taylor, Rolle, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

FIRE DEPARTMENT

Motion to Approve Fire Department Staffing Realignment and Salary Adjustment at a rate of $73,000.00

Trustee Taylor made the motion to approve. **Trustee Rolle** second the motion as read.

Chief Welsh addressed the Board with the staffing challenges faced in the Fire Department over the past two years., He explained how competitive the labor market is for attracting and retaining quality candidates. For more than three years, the entry level management positions that were budgeted have gone unfilled. He recommends a new staffing model to ensure emergency response to citizens of Glenwood. We want to maintain the exemplary service to the public. Several options have been implemented but salary is the biggest obstacle. It's a national issue with staffing and not just in the Village of Glenwood. There has been an increase in call volume and intensity. The proposal is predicated on the billable transports and collections for 2023 and anticipated GEMT funds that initiated January 2024. There is a sense of urgency to act, and **Chief Welsh** concluded he is confident in the numbers presented and has a history of maintaining the budget over the years. It was recommended to have a clause in the agreement that will require reimbursement of training expenses if they leave within a specified period. The Chief responded that it's difficult to challenge legally but will review with the Fire Commissioner.

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

Ayes: Brown, Clark, Taylor, Rolle, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: Lynch, noting lack of recommendation from Finance Committee

Motion Approved: Yes

GLENWOODIE GOLF COURSE

Motion to Approve 2024 Golf Rates as Recommended by the Golf Committee

Trustee Rolle made the motion to approve. **Trustee Clark** second the motion as read.

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

Ayes: Brown, Clark, Lynch, Taylor, Rolle, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

NEW BUSINESS:

Trustee Lynch requested Executive Closed Session; **Mayor Gardiner** will put on next board meeting agenda.

OLD BUSINESS: **NONE**

MOTION TO ADJOURN:

Trustee Rolle moved the motion; **Second by Trustee Taylor** second the motion as read.

Upon Roll Call: Ayes: 6 Naes 0: Recues:0 Absent: 1 Abstain: 0

Ayes: Brown, Clark, Lynch, Rolle, Taylor, Williams

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ADJOURNMENT: The March 19,2024 regular board meeting was adjourned @ 8:38PM.

_____

Sandra M. Washington, Village Clerk

Report Selection:

INCLUSIONS: (BLANKS FOR ALL)

Fund & Account..		thru
Check Date.....		thru
Single Source Codes.....		
Journal Entry Dates.....	04/02/2024	thru 04/02/2024
Journal Entry Ids.....		thru
Check.....	000000	thru 000000
Project.....		thru
Vendor.....		thru
Invoice.....		thru
Voucher.....		thru
Purchase Order.....		thru
Bank.....		thru
Class Code.....		
1099 VND (-=Na,A=ALL,M=M,G=G,S=S,R=R,I=I,N=Nec)	-	
1099 Trx (-=Na,A=ALL,M=M,G=G,S=S,R=R,I=I,N=Nec)	-	
Lower Dollars Limit.....		
Check Lower Dollars Against...		
Print Recap?.....	N	
Print Index?.....	N	
Sort by PAYOR Federal ID First	N	
Create Excel Download File	N	

Run Instructions:

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

Fund	Description/ Vendor Name	Number	Amount	1099	Name in Directory file	Class
01	CORPORATE FUND					
	ALTA CONSTRUCTION EQUIPM	00406	7,704.37	NO	ALTA CONSTRUCTION EQUIPMENT CO	
	AMERICAN PRINTING TECHNO	03257	5,896.17	NO	AMERICAN PRINTING TECHNOLOGIES	
	BLUE COLLAR SUPPLY	00365	1,267.86	NO		
	CHICAGO SOUTHLAND BLACK	03428	1,000.00	NO	CHICAGO SOUTHLAND BLACK CHAMBE	
	CINTAS	03041	327.59	NO		
	CLEANING SPECIALIST, INC	02957	350.00	NO	CLEANING SPECIALIST, INC.	
	CLERKS OFFICE-PETTY CASH	01750	399.64	NO		
	COEO SOLUTIONS LLC	02843	1,366.78	NO		
	COM ED	00210	3.69	NO		
	COMCAST	01964	422.45	NO		
	DMC SECURITY SERVICES IN	02799	66.00	NO	DMC SECURITY SERVICES INC.	
	FIRESTONE	01512	2,094.93	NO		
	HAPPY HOMES ENTERPRISES,	03424	5,000.00	NO	HAPPY HOMES ENTERPRISES, INC	
	HELSEL-JEPPERSON	00385	88.02	NO		
	HERITAGE TECHNOLOGY SOLU	02486	2,803.24	NO	HERITAGE TECHNOLOGY SOLUTIONS	
	ILLINOIS MUNICIPAL LEAGU	00120	925.00	NO	ILLINOIS MUNICIPAL LEAGUE	
	ILLINOIS PUBLIC RISK FUN	02633	19,723.00	NO	ILLINOIS PUBLIC RISK FUND	
	JEREMY WILLIAMS	03427	2,000.00	NO		
	JOSHUA GOODMAN	03426	2,000.00	NO		
	M & M HOME REMODELING SE	03240	13,970.00	NO	M & M HOME REMODELING SERVICES	
	MEADE, INC	00867	12,101.84	NO		
	MENARDS	01633	1,994.40	NO		
	MUNICIPAL COLLECTIONS OF	02823	1,426.13	NO		
	ONEILL ELELECTRICAL SERV	03341	460.00	NO	ONEILL ELELECTRICAL SERVICES I	
	OTIS ELEVATOR COMPANY	02516	213.93	NO		
	PINNACLE PROPERTIES CHIC	03425	5,000.00	NO	PINNACLE PROPERTIES CHICAGO	
	R&G H.V.A.C.	03237	225.00	NO		
	R&R MAINTENANCE FIRE & F	02014	2,005.78	NO	R&R MAINTENANCE FIRE & FLEET	
	ROBINSON ENGINEERING,LTD	01274	199,977.02	NO	ROBINSON ENGINEERING,LTD 1	
	RUNCO OFFICE SUPPLY	03177	818.77	NO		
	SHARK SHREDDING, INC.	02681	66.00	NO		
	SOUTH SUBURBAN ASSOCICAT	02613	650.00	NO	SOUTH SUBURBAN ASSOCICATION	
	T & T MAINTENANCE	02141	4,656.00	N01		
	T-MOBILE	03264	25.00	NO		
	THE COP FIRE SHOP	02924	40.00	NO		
	THOMPSON ELEVATOR INSPEC	00257	150.00	NO	THOMPSON ELEVATOR INSPECTION	
	UDOS CAR WASH	02535	89.00	NO		
	ULLOA MUFFLERS	03148	80.00	NO		
	UNIFIRST CORPORATION	02873	401.10	NO		
	WIPFLI LLP	03215	1,175.00	NO		
01	CORPORATE FUND		298,963.71		** FUND TOTAL	

Fund	Description/ Vendor Name	Number	Amount	1099	Name in Directory file	Class
10	SEWER AND WATER ACCOUNT					
	CALUMET CITY PLUMBING	01517	2,407.50	NO		
	CAMM'S FAMILY OF AUTOMOT	03270	2,731.94	NO	CAMM'S FAMILY OF AUTOMOTIVE	
	COM ED	00210	3,713.80	NO		
	CORE & MAIN	00466	4,277.97	NO		
	GBJ SALES LLC	02905	2,755.25	NO		
	HAWKINS INC	02769	70.00	NO		
	MENARDS	01633	19.98	NO		
	METROPOLITAN INDUSTRIES,	02163	10,882.50	NO	METROPOLITAN INDUSTRIES, INC.	
	ROBINSON ENGINEERING,LTD	01274	58,181.33	NO	ROBINSON ENGINEERING,LTD 1	
	UNITED RENTALS NORTHWEST	03062	14,547.86	NO	UNITED RENTALS NORTHWEST, INC	
	USABLUEBOOK(HD SUPPLY IN	01596	42.04	NO	USABLUEBOOK(HD SUPPLY INC)	
10	SEWER AND WATER ACCOUNT		99,630.17	**	FUND TOTAL	

Fund	Description/ Vendor Name	Number	Amount	1099	Name in Directory file	Class
70	GLENWOODIE GOLF COURSE					
	ACTION FIRE EQUIPMENT IN	01362	444.60	NO	ACTION FIRE EQUIPMENT INC	
	ACUSHNET COMPANY	00067	5,295.47	NO		
	BELLABREW	02926	411.13	NO		
	BONU INVESTMENTS CORP.	03401	58.02	NO		
	BREAKTHRU BEVERAGE ILLIN	02754	2,250.37	NO	BREAKTHRU BEVERAGE ILLINOIS LL	
	CALLAWAY GOLF COMPANY	01968	352.44	NO		
	CINTAS	03041	459.54	NO		
	COM ED	00210	270.69	NO		
	COMCAST	01964	1,005.67	NO		
	COOK COUNTY DEPARTMENT O	03431	104.00	NO	COOK COUNTY DEPARTMENT OF	
	DMC SECURITY SERVICES IN	02799	82.50	NO	DMC SECURITY SERVICES INC.	
	ECOLAB	03015	677.01	NO		
	GOLF GENIUS SOFTWARE	03254	1,850.00	NO		
	HELSEL-JEPPERSON	00385	84.06	NO		
	HOODZ	02727	600.00	NO		
	ILLINOIS GAMING BOARD	02553	100.00	NO		
	MIZUNO USA INC - NDC	02427	986.43	NO		
	MONARCH AUTO SUPPLY INC.	00566	652.04	NO		
	NICHE MARKETING GROUP, I	02299	156.85	NO	NICHE MARKETING GROUP, INC.	
	NICOR GAS	00664	631.23	NO		
	REINDERS, INC.	01519	2,149.50	NO		
	SHADES OF GREEN TURF SUP	03203	5,131.00	NO	SHADES OF GREEN TURF SUPPLY	
	SOUTHERN GLAZER'S OF IL	01952	744.74	NO		
	THE HUNTINGTON NATIONAL	03085	688.79	NO	THE HUNTINGTON NATIONAL BANK	
	WILKENS FOODSERVICE, INC	02945	18.62	NO	WILKENS FOODSERVICE, INC.	
	YELLOW DOG	03333	139.00	NO		
70	GLENWOODIE GOLF COURSE		25,343.70	**	FUND TOTAL	

Fund	Description/ Vendor Name	Number	Amount	1099	Name in Directory file	Class
72	TIF HALSTED NORTH					
	DANIEL R. LACKOWSKI	03430	1,800.00	NO		
	MECO ERECTION, INC.	03377	20,898.00	NO		
72	TIF HALSTED NORTH		22,698.00	** FUND TOTAL		

Fund	Description/ Vendor Name	Number	Amount	1099	Name in Directory file	Class
73	TIF HALSTED SOUTH					
	PRO TREE SERVICE	03420	8,200.00	NO		
	ROBINSON ENGINEERING,LTD	01274	117,793.75	NO	ROBINSON ENGINEERING,LTD 1	
73	TIF HALSTED SOUTH		125,993.75	**	FUND TOTAL	

Fund	Description/ Vendor Name	Number	Amount	1099	Name in Directory file	Class
Report Totals:			572,629.33			

FUNDS PRINTED: 5

RECORDS PROCESSED: 191

ACS FINANCIAL — VILLAGE OF GLENWOOD
03/28/2024 15:29:11 — Paid Invoice Report by Vendor — GL050S-V08.19 COVERPAGE
GL861RM

Report Selection:

INCLUSIONS: (BLANKS FOR ALL)

Fund & Account..		thru	
Check Date.....		thru	
Single Source Codes.....			
Journal Entry Dates.....	04/02/2024	thru	04/02/2024
Journal Entry Ids.....		thru	
Check.....	000000	thru	000000
Project.....		thru	
Vendor.....		thru	
Invoice.....		thru	
Voucher.....		thru	
Purchase Order.....		thru	
Bank.....		thru	
Class Code.....			
1099 VND (-=Na,A=ALL,M=M,G=G,S=S,R=R,I=I,N=Nec)	-		
1099 Trx (-=Na,A=ALL,M=M,G=G,S=S,R=R,I=I,N=Nec)	-		
Lower Dollars Limit.....			
Check Lower Dollars Against...			
Print Recap?.....	N		
Print Index?.....	N		
Sort by PAYOR Federal ID First	N		
Create Excel Download File	N		

Run Instructions:

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

Vendor Name / Number / Date / Bank / Check	Description	Name in Directory file / Amount	P.O. F/P Fund and Account	Account Description	Class / 1099	Invoice
ACTION FIRE EQUIPMENT IN 01362	ACTION FIRE EQUIPMENT INC				NO	
4/02/2024 RED 22858	GLENWOOD GOLD COURSE	444.60	P 70.000.2010	ACCOUNTS PAYABLE	-	
ACTION FIRE EQUIPMENT IN 01362		444.60	** Vendor Total			
ACUSHNET COMPANY 00067					NO	
4/02/2024 RED 22859	TOUR SOFT	2,734.25	P 70.000.2010	ACCOUNTS PAYABLE	-	917474160
4/02/2024 RED 22859	PREMIERE MEN BLK	238.42	P 70.000.2010	ACCOUNTS PAYABLE	-	917474585
4/02/2024 RED 22859	HEATHER PLUM	2,183.57	P 70.000.2010	ACCOUNTS PAYABLE	-	917485907
4/02/2024 RED 22859	PROSLX	139.23	P 70.000.2010	ACCOUNTS PAYABLE	-	917486351
ACUSHNET COMPANY 00067		5,295.47	** Vendor Total			
ALTA CONSTRUCTION EQUIPM 00406	ALTA CONSTRUCTION EQUIPMENT CO				NO	
4/02/2024 BLUE 63262	SERVICE	2,396.35	P 01.000.2010	ACCOUNTS PAYABLE	-	SS4/41698
4/02/2024 BLUE 63262	SERVICE	5,308.02	P 01.000.2010	ACCOUNTS PAYABLE	-	SS4/41706
ALTA CONSTRUCTION EQUIPM 00406		7,704.37	** Vendor Total			
AMERICAN PRINTING TECHNO 03257	AMERICAN PRINTING TECHNOLOGIES				NO	
4/02/2024 BLUE 63263	2024/2025 VEHICLE STICKE	5,896.17	P 01.000.2010	ACCOUNTS PAYABLE	-	3352
AMERICAN PRINTING TECHNO 03257		5,896.17	** Vendor Total			
BELLABREW 02926					NO	
4/02/2024 RED 22860	FUEL SURCHARGE	411.13	P 70.000.2010	ACCOUNTS PAYABLE	-	724057
BELLABREW 02926		411.13	** Vendor Total			
BLUE COLLAR SUPPLY 00365					NO	
4/02/2024 BLUE 63264	TREVOR WHEATON CLOTHING	1,267.86	P 01.000.2010	ACCOUNTS PAYABLE	-	03202023
BLUE COLLAR SUPPLY 00365		1,267.86	** Vendor Total			
BONU INVESTMENTS CORP. 03401					NO	
4/02/2024 RED 22861	SUPPLIES	58.02	P 70.000.2010	ACCOUNTS PAYABLE	-	4182954766
BONU INVESTMENTS CORP. 03401		58.02	** Vendor Total			
BREAKTHRU BEVERAGE ILLIN 02754	BREAKTHRU BEVERAGE ILLINOIS LL				NO	
4/02/2024 RED 22862	BEVERAGE	2,250.37	P 70.000.2010	ACCOUNTS PAYABLE	-	114954475
BREAKTHRU BEVERAGE ILLIN 02754		2,250.37	** Vendor Total			
CALLAWAY GOLF COMPANY 01968					NO	
4/02/2024 RED 22863	GOLF BALLS	352.44	P 70.000.2010	ACCOUNTS PAYABLE	-	937869101
CALLAWAY GOLF COMPANY 01968		352.44	** Vendor Total			
CALUMET CITY PLUMBING 01517					NO	
4/02/2024 GREN 45439	SANITARY SEWER	2,407.50	P 10.000.2010	ACCOUNTS PAYABLE	-	62184
CALUMET CITY PLUMBING 01517		2,407.50	** Vendor Total			
CAMM'S FAMILY OF AUTOMOT 03270	CAMM'S FAMILY OF AUTOMOTIVE				NO	
4/02/2024 GREN 45440	VEHICLE MAINTENANCE	1,877.35	P 10.000.2010	ACCOUNTS PAYABLE	-	50619
4/02/2024 GREN 45440	VEHICLE MAINTENANCE	854.59	P 10.000.2010	ACCOUNTS PAYABLE	-	50620
CAMM'S FAMILY OF AUTOMOT 03270		2,731.94	** Vendor Total			

Vendor Name / Date	Bank	Check	Description	Amount	P.O.	F/P	Fund and Account	Account Description	1099	Invoice
CHICAGO SOUTHLAND BLACK 03428 CHICAGO SOUTHLAND BLACK CHAMBE									NO	
4/02/2024	BLUE	63265	ANNUAL MEMBERSHIP	1,000.00		P	01.000.2010	ACCOUNTS PAYABLE	-	
CHICAGO SOUTHLAND BLACK 03428				1,000.00	** Vendor Total					
CINTAS 03041									NO	
4/02/2024	BLUE	63266	SUPPLIES	97.29		P	01.000.2010	ACCOUNTS PAYABLE	-	5199556132
4/02/2024	BLUE	63266	SERVICE	141.10		P	01.000.2010	ACCOUNTS PAYABLE	-	5203744238
4/02/2024	BLUE	63266	SERVICE	89.20		P	01.000.2010	ACCOUNTS PAYABLE	-	5203744291
4/02/2024	RED	22864	SUPPLIES	122.77		P	70.000.2010	ACCOUNTS PAYABLE	-	4174279296
4/02/2024	RED	22864	SUPPLIES	58.02		P	70.000.2010	ACCOUNTS PAYABLE	-	4177225496
4/02/2024	RED	22864	SUPPLIES	122.77		P	70.000.2010	ACCOUNTS PAYABLE	-	4180091406
4/02/2024	RED	22864	SUPPLIES	58.02		P	70.000.2010	ACCOUNTS PAYABLE	-	4182954766
4/02/2024	RED	22864	SUPPLIES	97.96		P	70.000.2010	ACCOUNTS PAYABLE	-	4185846931
CINTAS 03041				787.13	** Vendor Total					
CLEANING SPECIALIST, INC 02957 CLEANING SPECIALIST, INC.									NO	
4/02/2024	BLUE	63267	BODY REMOVAL & TRANSPORT	350.00		P	01.000.2010	ACCOUNTS PAYABLE	-	9067
CLEANING SPECIALIST, INC 02957				350.00	** Vendor Total					
CLERKS OFFICE-PETTY CASH 01750									NO	
4/02/2024	BLUE	63268	TREATS FOR SENIORS	47.94		P	01.000.2010	ACCOUNTS PAYABLE	-	02012024
4/02/2024	BLUE	63268	SENIOR TREATS	59.45		P	01.000.2010	ACCOUNTS PAYABLE	-	03212024
4/02/2024	BLUE	63268	MONTHLY CHIEF MEETING	50.00		P	01.000.2010	ACCOUNTS PAYABLE	-	032724
4/02/2024	BLUE	63268	TREATS FOR SENIORS	49.46		P	01.000.2010	ACCOUNTS PAYABLE	-	09112023
4/02/2024	BLUE	63268	TREATS FOR SENIORS	48.07		P	01.000.2010	ACCOUNTS PAYABLE	-	09252023
4/02/2024	BLUE	63268	SENIOR SNACKS	48.79		P	01.000.2010	ACCOUNTS PAYABLE	-	10192023
4/02/2024	BLUE	63268	EMS CHEST SEALS	68.24		P	01.000.2010	ACCOUNTS PAYABLE	-	11012023
4/02/2024	BLUE	63268	CARDSTOCK & ENVELOPES	27.69		P	01.000.2010	ACCOUNTS PAYABLE	-	11062023
CLERKS OFFICE-PETTY CASH 01750				399.64	** Vendor Total					
COEO SOLUTIONS LLC 02843									NO	
4/02/2024	BLUE	63269	MONTHLY BILL	1,366.78		P	01.000.2010	ACCOUNTS PAYABLE	-	1110169
COEO SOLUTIONS LLC 02843				1,366.78	** Vendor Total					
COM ED 00210									NO	
4/02/2024	BLUE	63270	6786830100	3.69		P	01.000.2010	ACCOUNTS PAYABLE	-	30100-031924
4/02/2024	GREN	45441	2500817000	3,534.99		P	10.000.2010	ACCOUNTS PAYABLE	-	17000-0307224
4/02/2024	GREN	45441	7558661222	71.19		P	10.000.2010	ACCOUNTS PAYABLE	-	61222-031924
4/02/2024	GREN	45441	6974762222	107.62		P	10.000.2010	ACCOUNTS PAYABLE	-	62222-030924
4/02/2024	RED	22865	1413443000	270.69		P	70.000.2010	ACCOUNTS PAYABLE	-	43000-032124
COM ED 00210				3,988.18	** Vendor Total					
COMCAST 01964									NO	
4/02/2024	BLUE	63271	8771 40 050 0038247	36.90		P	01.000.2010	ACCOUNTS PAYABLE	-	38247-030924
4/02/2024	BLUE	63271	8771 40 050 0180817	385.55		P	01.000.2010	ACCOUNTS PAYABLE	-	80817-022324
4/02/2024	RED	22866	8771 40 050 0150208	1,005.67		P	70.000.2010	ACCOUNTS PAYABLE	-	50208-030924
COMCAST 01964				1,428.12	** Vendor Total					

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COOK COUNTY DEPARTMENT O			03431	COOK COUNTY DEPARTMENT OF					NO	
4/02/2024	RED	22867	EQUIPMENT ACTIVE	104.00		P	70.000.2010	ACCOUNTS PAYABLE	-	
COOK COUNTY DEPARTMENT O			03431	104.00	** Vendor Total					
CORE & MAIN			00466						NO	
4/02/2024	GREN	45442	METERS	4,277.97		P	10.000.2010	ACCOUNTS PAYABLE	-	U324144
CORE & MAIN			00466	4,277.97	** Vendor Total					
DANIEL R. LACKOWSKI			03430						NO	
4/02/2024	TIFN	10164	FIRE STATION #2	1,800.00		P	72.000.2010	ACCOUNTS PAYABLE	-	03242024
DANIEL R. LACKOWSKI			03430	1,800.00	** Vendor Total					
DMC SECURITY SERVICES IN			02799	DMC SECURITY SERVICES INC.					NO	
4/02/2024	BLUE	63272	MONITOR RADIO	66.00		P	01.000.2010	ACCOUNTS PAYABLE	-	305628
4/02/2024	RED	22868	MONITOR RADIO	82.50		P	70.000.2010	ACCOUNTS PAYABLE	-	305630
DMC SECURITY SERVICES IN			02799	148.50	** Vendor Total					
ECOLAB			03015						NO	
4/02/2024	RED	22869	MPPA CHARGE	175.00		P	70.000.2010	ACCOUNTS PAYABLE	-	6341518664
4/02/2024	RED	22869	RENTAL	202.01		P	70.000.2010	ACCOUNTS PAYABLE	-	6341538546
4/02/2024	RED	22869	MPPA CHARGE	300.00		P	70.000.2010	ACCOUNTS PAYABLE	-	6344230705
ECOLAB			03015	677.01	** Vendor Total					
FIRESTONE			01512						NO	
4/02/2024	BLUE	63273	2019 FORD INTERCEPTOR	829.06		P	01.000.2010	ACCOUNTS PAYABLE	-	238609
4/02/2024	BLUE	63273	LIC # M20211 IL	17.29		P	01.000.2010	ACCOUNTS PAYABLE	-	238775
4/02/2024	BLUE	63273	LIC # MP20436IL	619.08		P	01.000.2010	ACCOUNTS PAYABLE	-	239264
4/02/2024	BLUE	63273	LIC # M20211 IL	30.09		P	01.000.2010	ACCOUNTS PAYABLE	-	240105
4/02/2024	BLUE	63273	LIC #NCD001 IL	17.29		P	01.000.2010	ACCOUNTS PAYABLE	-	240291
4/02/2024	BLUE	63273	2020 FORD POLICE INTER	582.12		P	01.000.2010	ACCOUNTS PAYABLE	-	240479
FIRESTONE			01512	2,094.93	** Vendor Total					
GBJ SALES LLC			02905						NO	
4/02/2024	GREN	45443	CHEMICALS	2,755.25		P	10.000.2010	ACCOUNTS PAYABLE	-	5269
GBJ SALES LLC			02905	2,755.25	** Vendor Total					
GOLF GENIUS SOFTWARE			03254						NO	
4/02/2024	RED	22870	TM ANNUAL SUBSCRIPTION	1,850.00		P	70.000.2010	ACCOUNTS PAYABLE	-	142183
GOLF GENIUS SOFTWARE			03254	1,850.00	** Vendor Total					
HAPPY HOMES ENTERPRISES,			03424	HAPPY HOMES ENTERPRISES, INC					NO	
4/02/2024	BLUE	63274	143 N GLENWOOD	5,000.00		P	01.000.2010	ACCOUNTS PAYABLE	-	03152024
HAPPY HOMES ENTERPRISES,			03424	5,000.00	** Vendor Total					
HAWKINS INC			02769						NO	
4/02/2024	GREN	45444	CHLORINE CYLINDER	70.00		P	10.000.2010	ACCOUNTS PAYABLE	-	6709900
HAWKINS INC			02769	70.00	** Vendor Total					

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HELSEL-JEPPERSON 00385									NO	
4/02/2024	BLUE	63275	PARTS	9.14		P	01.000.2010	ACCOUNTS PAYABLE	-	
4/02/2024	BLUE	63275	BATTERY	78.88		P	01.000.2010	ACCOUNTS PAYABLE	-	936181
4/02/2024	RED	22871	BATTERY	40.00		P	70.000.2010	ACCOUNTS PAYABLE	-	935814
4/02/2024	RED	22871	BATTERY	44.06		P	70.000.2010	ACCOUNTS PAYABLE	-	935846
HELSEL-JEPPERSON 00385				172.08	** Vendor Total					
HERITAGE TECHNOLOGY SOLU 02486 HERITAGE TECHNOLOGY SOLUTIONS									NO	
4/02/2024	BLUE	63276	SONICWALL	137.26		P	01.000.2010	ACCOUNTS PAYABLE	-	241594
4/02/2024	BLUE	63276	ANNUAL VIRTUAL SUPPORT	480.00		P	01.000.2010	ACCOUNTS PAYABLE	-	241647
4/02/2024	BLUE	63276	SERVICE	299.81		P	01.000.2010	ACCOUNTS PAYABLE	-	241779
4/02/2024	BLUE	63276	SERVICE	468.67		P	01.000.2010	ACCOUNTS PAYABLE	-	241780
4/02/2024	BLUE	63276	SERVICE	1,080.00		P	01.000.2010	ACCOUNTS PAYABLE	-	241836
4/02/2024	BLUE	63276	SERVICES	337.50		P	01.000.2010	ACCOUNTS PAYABLE	-	241910
HERITAGE TECHNOLOGY SOLU 02486				2,803.24	** Vendor Total					
HOODZ 02727									NO	
4/02/2024	RED	22872	CLEANING OF HOODS	600.00		P	70.000.2010	ACCOUNTS PAYABLE	-	981343
HOODZ 02727				600.00	** Vendor Total					
ILLINOIS GAMING BOARD 02553									NO	
4/02/2024	RED	22873	VIDEO GAMING	100.00		P	70.000.2010	ACCOUNTS PAYABLE	-	03012024
ILLINOIS GAMING BOARD 02553				100.00	** Vendor Total					
ILLINOIS MUNICIPAL LEAGU 00120 ILLINOIS MUNICIPAL LEAGUE									NO	
4/02/2024	BLUE	63277	2024 MEMBERSHIP DUES	925.00		P	01.000.2010	ACCOUNTS PAYABLE	-	03012024
ILLINOIS MUNICIPAL LEAGU 00120				925.00	** Vendor Total					
ILLINOIS PUBLIC RISK FUN 02633 ILLINOIS PUBLIC RISK FUND									NO	
4/02/2024	BLUE	63278	WORKERS COMP-ADM FEE	19,723.00		P	01.000.2010	ACCOUNTS PAYABLE	-	87708
ILLINOIS PUBLIC RISK FUN 02633				19,723.00	** Vendor Total					
JEREMY WILLIAMS 03427									NO	
4/02/2024	BLUE	63279	RETURN OF ESCROW	2,000.00		P	01.000.2010	ACCOUNTS PAYABLE	-	03192024
JEREMY WILLIAMS 03427				2,000.00	** Vendor Total					
JOSHUA GOODMAN 03426									NO	
4/02/2024	BLUE	63280	RETURN OF ESCROW	2,000.00		P	01.000.2010	ACCOUNTS PAYABLE	-	03192024
JOSHUA GOODMAN 03426				2,000.00	** Vendor Total					
M & M HOME REMODELING SE 03240 M & M HOME REMODELING SERVICES									NO	
4/02/2024	BLUE	63281	GUTTERS, DOWNSPOUTS,HEAT	13,970.00		P	01.000.2010	ACCOUNTS PAYABLE	-	285305
M & M HOME REMODELING SE 03240				13,970.00	** Vendor Total					
MEADE, INC 00867									NO	
4/02/2024	BLUE	63282	135 W MAIN ST	4,978.38		P	01.000.2010	ACCOUNTS PAYABLE	-	708051
4/02/2024	BLUE	63282	WEST MAIN & WEST CENTER	7,123.46		P	01.000.2010	ACCOUNTS PAYABLE	-	708052
MEADE, INC 00867				12,101.84	** Vendor Total					

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MECO ERECTION, INC. 03377										NO	
4/02/2024	TIFN	10165	FIRE STATION	20,898.00		P	72.000.2010	ACCOUNTS PAYABLE		-	
MECO ERECTION, INC. 03377				20,898.00	** Vendor Total						
MENARDS 01633										NO	
4/02/2024	BLUE	63283	SUPPLIES	20.21		P	01.000.2010	ACCOUNTS PAYABLE		-	65440
4/02/2024	BLUE	63283	SUPPLIES	215.82		P	01.000.2010	ACCOUNTS PAYABLE		-	67397
4/02/2024	BLUE	63283	HOLIDAY SUPPLIES	1,321.69		P	01.000.2010	ACCOUNTS PAYABLE		-	67845
4/02/2024	BLUE	63283	SUPPLIES	19.12		P	01.000.2010	ACCOUNTS PAYABLE		-	73714
4/02/2024	BLUE	63283	SUPPLIES	9.21		P	01.000.2010	ACCOUNTS PAYABLE		-	73974
4/02/2024	BLUE	63283	SUPPLIES	326.92		P	01.000.2010	ACCOUNTS PAYABLE		-	74328
4/02/2024	BLUE	63283	SUPPLIES	57.96		P	01.000.2010	ACCOUNTS PAYABLE		-	74333
4/02/2024	BLUE	63283	SUPPLIES	23.47		P	01.000.2010	ACCOUNTS PAYABLE		-	74403
4/02/2024	GREN	45445	SUPPLIES	19.98		P	10.000.2010	ACCOUNTS PAYABLE		-	74094
MENARDS 01633				2,014.38	** Vendor Total						
METROPOLITAN INDUSTRIES, 02163 METROPOLITAN INDUSTRIES, INC.										NO	
4/02/2024	GREN	45446	DATA SERVICE	460.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV054413
4/02/2024	GREN	45446	DATA SERVICE	2,242.50		P	10.000.2010	ACCOUNTS PAYABLE		-	INV054904
4/02/2024	GREN	45446	DATA SERVICE	1,485.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV055671
4/02/2024	GREN	45446	DATA SERVICE	460.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV056310
4/02/2024	GREN	45446	DATA SERVICE	1,560.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV056718
4/02/2024	GREN	45446	DATA SERVICE	1,470.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV056719
4/02/2024	GREN	45446	DATA SERVICE	780.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV057114
4/02/2024	GREN	45446	DATA SERVICE	460.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV057227
4/02/2024	GREN	45446	DATA SERVICE	460.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV058185
4/02/2024	GREN	45446	DATA SERVICE	585.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV058291
4/02/2024	GREN	45446	DATA SERVICE	460.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV059310
4/02/2024	GREN	45446	DATA SERVICE	460.00		P	10.000.2010	ACCOUNTS PAYABLE		-	INV060251
METROPOLITAN INDUSTRIES, 02163				10,882.50	** Vendor Total						
MIZUNO USA INC - NDC 02427										NO	
4/02/2024	RED	22874	GLOVE	986.43		P	70.000.2010	ACCOUNTS PAYABLE		-	8404483 RI
MIZUNO USA INC - NDC 02427				986.43	** Vendor Total						
MONARCH AUTO SUPPLY INC. 00566										NO	
4/02/2024	RED	22875	AUTO PARTS	233.06		P	70.000.2010	ACCOUNTS PAYABLE		-	6981-619158
4/02/2024	RED	22875	AUTO PARTS	9.02		P	70.000.2010	ACCOUNTS PAYABLE		-	6981-619857
4/02/2024	RED	22875	AUTO PARTS	409.96		P	70.000.2010	ACCOUNTS PAYABLE		-	6981-619878
MONARCH AUTO SUPPLY INC. 00566				652.04	** Vendor Total						
MUNICIPAL COLLECTIONS OF 02823										NO	
4/02/2024	BLUE	63284	GLLORD	1,426.13		P	01.000.2010	ACCOUNTS PAYABLE		-	63725
MUNICIPAL COLLECTIONS OF 02823				1,426.13	** Vendor Total						

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NICHE MARKETING GROUP, I 02299				NICHE MARKETING GROUP, INC.					NO	
4/02/2024	RED	22876	COPY PAPER	156.85		P	70.000.2010	ACCOUNTS PAYABLE	-	
NICHE MARKETING GROUP, I 02299				156.85	** Vendor Total					
NICOR GAS			00664						NO	
4/02/2024	RED	22877	20 54 67 1809 7	631.23		P	70.000.2010	ACCOUNTS PAYABLE	-	18097-102423
NICOR GAS			00664	631.23	** Vendor Total					
ONEILL ELELECTRICAL SERV 03341				ONEILL ELELECTRICAL SERVICES I					NO	
4/02/2024	BLUE	63285	TROUBLESHOOT CIRCUIT	460.00		P	01.000.2010	ACCOUNTS PAYABLE	-	106M632
ONEILL ELELECTRICAL SERV 03341				460.00	** Vendor Total					
OTIS ELEVATOR COMPANY			02516						NO	
4/02/2024	BLUE	63286	4.1.2024-4.30.24	213.93		P	01.000.2010	ACCOUNTS PAYABLE	-	100401491574
OTIS ELEVATOR COMPANY			02516	213.93	** Vendor Total					
PINNACLE PROPERTIES CHIC 03425				PINNACLE PROPERTIES CHICAGO					NO	
4/02/2024	BLUE	63287	RETURN OF ESCROW	5,000.00		P	01.000.2010	ACCOUNTS PAYABLE	-	02062024
PINNACLE PROPERTIES CHIC 03425				5,000.00	** Vendor Total					
PRO TREE SERVICE			03420						NO	
4/02/2024	TIFS	1312	TREE REMOVAL	8,200.00		P	73.000.2010	ACCOUNTS PAYABLE	-	21430
PRO TREE SERVICE			03420	8,200.00	** Vendor Total					
R&G H.V.A.C.			03237						NO	
4/02/2024	BLUE	63288	REPLACE CHIMNEY	225.00		P	01.000.2010	ACCOUNTS PAYABLE	-	03142024
R&G H.V.A.C.			03237	225.00	** Vendor Total					
R&R MAINTENANCE FIRE & F 02014				R&R MAINTENANCE FIRE & FLEET					NO	
4/02/2024	BLUE	63289	2021 FORD INTERCEPTOR	1,574.92		P	01.000.2010	ACCOUNTS PAYABLE	-	14259
4/02/2024	BLUE	63289	2021 FORD INTERCEPTOR	350.43		P	01.000.2010	ACCOUNTS PAYABLE	-	14267
4/02/2024	BLUE	63289	2021 FORD EXPORER	80.43		P	01.000.2010	ACCOUNTS PAYABLE	-	14269
R&R MAINTENANCE FIRE & F 02014				2,005.78	** Vendor Total					
REINDERS, INC.			01519						NO	
4/02/2024	RED	22878	LATCH CLEANER AIR	156.84		P	70.000.2010	ACCOUNTS PAYABLE	-	6045993-00
4/02/2024	RED	22878	SUPPLIES	1,169.58		P	70.000.2010	ACCOUNTS PAYABLE	-	6046309-00
4/02/2024	RED	22878	TIRE	674.22		P	70.000.2010	ACCOUNTS PAYABLE	-	6048546-00
4/02/2024	RED	22878	BEDKNIFE HIGHCUT	148.86		P	70.000.2010	ACCOUNTS PAYABLE	-	6049153-00
REINDERS, INC.			01519	2,149.50	** Vendor Total					
ROBINSON ENGINEERING,LTD 01274				ROBINSON ENGINEERING,LTD 1					NO	
4/02/2024	BLUE	63290	RISK AND RESILIENCY01.10	4,500.00		P	01.000.2010	ACCOUNTS PAYABLE	-	23090259
4/02/2024	BLUE	63290	GLENWOOD EMERG RESPONS	1,183.50		P	01.000.2010	ACCOUNTS PAYABLE	-	23090266
4/02/2024	BLUE	63290	2023 MISC ENGINEERING	2,656.00		P	01.000.2010	ACCOUNTS PAYABLE	-	23090336
4/02/2024	BLUE	63290	187TH ST CHICAGO HGHTS 2	25,025.05		P	01.000.2010	ACCOUNTS PAYABLE	-	23090338
4/02/2024	BLUE	63290	PLAZA OVERFLOW PARKING	6,441.50		P	01.000.2010	ACCOUNTS PAYABLE	-	23100189
4/02/2024	BLUE	63290	2023 RESURFACING	477.50		P	01.000.2010	ACCOUNTS PAYABLE	-	23100191

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ROBINSON ENGINEERING,LTD 01274			ROBINSON ENGINEERING,LTD 1						NO	
4/02/2024	BLUE	63290	2023 MISC ENGINEERING	2,302.00		P	01.000.2010	ACCOUNTS PAYABLE	-	
4/02/2024	BLUE	63290	RISK AND RESILIENCY	2,250.00		P	01.000.2010	ACCOUNTS PAYABLE	-	23100237
4/02/2024	BLUE	63290	GLENWOOD EMERG RESPONS	110.50		P	01.000.2010	ACCOUNTS PAYABLE	-	23100238
4/02/2024	BLUE	63290	187TH ST CHICAGO HGHTS 2	36,332.37		P	01.000.2010	ACCOUNTS PAYABLE	-	23100285
4/02/2024	BLUE	63290	SERV. LINE MATERIAL INV	4,000.00		P	01.000.2010	ACCOUNTS PAYABLE	-	23100407
4/02/2024	BLUE	63290	187TH ST CHICAGO HGHTS 2	51,519.76		P	01.000.2010	ACCOUNTS PAYABLE	-	23110150
4/02/2024	BLUE	63290	PLAZA OVERFLOW PARKING	879.50		P	01.000.2010	ACCOUNTS PAYABLE	-	23110326
4/02/2024	BLUE	63290	2023 RESURFACING	1,271.00		P	01.000.2010	ACCOUNTS PAYABLE	-	23110328
4/02/2024	BLUE	63290	187TH ST CHICAGO HGHTS 2	46,260.59		P	01.000.2010	ACCOUNTS PAYABLE	-	23120216
4/02/2024	BLUE	63290	SERV. LINE MATERIAL INV	4,000.00		P	01.000.2010	ACCOUNTS PAYABLE	-	23120412
4/02/2024	BLUE	63290	PLAZA OVERFLOW PARKING	1,805.50		P	01.000.2010	ACCOUNTS PAYABLE	-	24010196
4/02/2024	BLUE	63290	IL-394 AREA MIXED DEVEL.	2,528.00		P	01.000.2010	ACCOUNTS PAYABLE	-	24010198
4/02/2024	BLUE	63290	2023 MISC ENGINEERING	3,516.00		P	01.000.2010	ACCOUNTS PAYABLE	-	24010199
4/02/2024	BLUE	63290	IL-394 AREA MIXED DEVEL.	825.25		P	01.000.2010	ACCOUNTS PAYABLE	-	24030336
4/02/2024	BLUE	63290	2024 MISC ENGINEERING	2,093.00		P	01.000.2010	ACCOUNTS PAYABLE	-	24030338
4/02/2024	GREN	45447	MWRD FLOOD PROT DESIGN	7,603.25		P	10.000.2010	ACCOUNTS PAYABLE	-	23090332
4/02/2024	GREN	45447	CHLORIDE TLWQS COMPL.	987.50		P	10.000.2010	ACCOUNTS PAYABLE	-	23090333
4/02/2024	GREN	45447	CHLORIDE TLWQS COMPL.	528.10		P	10.000.2010	ACCOUNTS PAYABLE	-	23100190
4/02/2024	GREN	45447	MWRD FLD PROTECTION ENGI	2,301.00		P	10.000.2010	ACCOUNTS PAYABLE	-	23110327
4/02/2024	GREN	45447	CHLORIDE TLWQS COMPL.	1,206.40		P	10.000.2010	ACCOUNTS PAYABLE	-	23110350
4/02/2024	GREN	45447	MWRD FLD PROTECTION ENGI	5,894.50		P	10.000.2010	ACCOUNTS PAYABLE	-	24010197
4/02/2024	GREN	45447	MWRD FLOOD PROT DESIGN	8,999.83		P	10.000.2010	ACCOUNTS PAYABLE	-	24020115
4/02/2024	GREN	45447	CHLORIDE TLWQS COMPL.	243.00		P	10.000.2010	ACCOUNTS PAYABLE	-	24020116
4/02/2024	GREN	45447	MWRD REPORTING 2023	742.25		P	10.000.2010	ACCOUNTS PAYABLE	-	24030228
4/02/2024	GREN	45447	MWRD FLD PROTECTION ENGI	29,675.50		P	10.000.2010	ACCOUNTS PAYABLE	-	24030335
4/02/2024	TIFS	1313	HALSTED S REGIONAL POND	21,331.75		P	73.000.2010	ACCOUNTS PAYABLE	-	23080219
4/02/2024	TIFS	1313	HALSTED S REGIONAL POND	16,399.00		P	73.000.2010	ACCOUNTS PAYABLE	-	23100188
4/02/2024	TIFS	1313	HALSTED S REGIONAL POND	27,599.00		P	73.000.2010	ACCOUNTS PAYABLE	-	23110325
4/02/2024	TIFS	1313	HALSTED S REGIONAL POND	30,942.00		P	73.000.2010	ACCOUNTS PAYABLE	-	24010195
4/02/2024	TIFS	1313	HALSTED S REGIONAL POND	21,522.00		P	73.000.2010	ACCOUNTS PAYABLE	-	24030334
ROBINSON ENGINEERING,LTD 01274				375,952.10	** Vendor Total					
RUNCO OFFICE SUPPLY		03177							NO	
4/02/2024	BLUE	63291	SUPPLIES	30.50		P	01.000.2010	ACCOUNTS PAYABLE	-	931367-1
4/02/2024	BLUE	63291	SUPPLIES	693.38		P	01.000.2010	ACCOUNTS PAYABLE	-	935554-0
4/02/2024	BLUE	63291	SUPPLIES	94.89		P	01.000.2010	ACCOUNTS PAYABLE	-	935646-0
RUNCO OFFICE SUPPLY		03177		818.77	** Vendor Total					
SHADES OF GREEN TURF SUP 03203			SHADES OF GREEN TURF SUPPLY						NO	
4/02/2024	RED	22879	APPLICATION SERVICE	4,000.00		P	70.000.2010	ACCOUNTS PAYABLE	-	4585
4/02/2024	RED	22879	GREEN APPLICATION	240.00		P	70.000.2010	ACCOUNTS PAYABLE	-	4638
4/02/2024	RED	22879	BLACK GYPSUM	891.00		P	70.000.2010	ACCOUNTS PAYABLE	-	4639
SHADES OF GREEN TURF SUP 03203				5,131.00	** Vendor Total					

Vendor Name / Date	Bank	Check	Description	Amount	P.O.	F/P	Fund and Account	Account Description	Class	1099	Invoice
SHARK SHREDDING, INC. 02681										NO	
4/02/2024	BLUE	63292	CONSOLE SERVICE	66.00		P	01.000.2010	ACCOUNTS PAYABLE	-		
SHARK SHREDDING, INC. 02681				66.00	** Vendor Total						
SOUTH SUBURBAN ASSOCICAT 02613 SOUTH SUBURBAN ASSOCICATION										NO	
4/02/2024	BLUE	63293	ANNUAL EXECUTIVE DEREK	650.00		P	01.000.2010	ACCOUNTS PAYABLE	-		03262024
SOUTH SUBURBAN ASSOCICAT 02613				650.00	** Vendor Total						
SOUTHERN GLAZER'S OF IL 01952										NO	
4/02/2024	RED	22880	ALCOHOL	744.74		P	70.000.2010	ACCOUNTS PAYABLE	-		1213103
SOUTHERN GLAZER'S OF IL 01952				744.74	** Vendor Total						
T & T MAINTENANCE 02141										(N01)	
4/02/2024	BLUE	63294	JANITORIAL SERVICE	3,856.00		P	01.000.2010	ACCOUNTS PAYABLE	N01		0069
4/02/2024	BLUE	63294	JANITORIAL SERVICES	800.00		P	01.000.2010	ACCOUNTS PAYABLE	N01		0070
T & T MAINTENANCE 02141				4,656.00	** Vendor Total						
T-MOBILE 03264										NO	
4/02/2024	BLUE	63295	3XX-XXX-0280	25.00		P	01.000.2010	ACCOUNTS PAYABLE	-		9561475805
T-MOBILE 03264				25.00	** Vendor Total						
THE COP FIRE SHOP 02924										NO	
4/02/2024	BLUE	63296	SILVER STAR PATCH	40.00		P	01.000.2010	ACCOUNTS PAYABLE	-		215246
THE COP FIRE SHOP 02924				40.00	** Vendor Total						
THE HUNTINGTON NATIONAL 03085 THE HUNTINGTON NATIONAL BANK										NO	
4/02/2024	RED	22881	TORO GROUNDMASTER	688.79		P	70.000.2010	ACCOUNTS PAYABLE	-		8801752
THE HUNTINGTON NATIONAL 03085				688.79	** Vendor Total						
THOMPSON ELEVATOR INSPEC 00257 THOMPSON ELEVATOR INSPECTION										NO	
4/02/2024	BLUE	63297	ELEVATOR CODE INSPECTION	150.00		P	01.000.2010	ACCOUNTS PAYABLE	-		24-0565
THOMPSON ELEVATOR INSPEC 00257				150.00	** Vendor Total						
UDOS CAR WASH 02535										NO	
4/02/2024	BLUE	63298	MARCH 2024	89.00		P	01.000.2010	ACCOUNTS PAYABLE	-		404
UDOS CAR WASH 02535				89.00	** Vendor Total						
ULLOA MUFFLERS 03148										NO	
4/02/2024	BLUE	63299	FRONT PIPE GASKET	80.00		P	01.000.2010	ACCOUNTS PAYABLE	-		03222024
ULLOA MUFFLERS 03148				80.00	** Vendor Total						
UNIFIRST CORPORATION 02873										NO	
4/02/2024	BLUE	63300	SUPPLIES	201.45		P	01.000.2010	ACCOUNTS PAYABLE	-		1651063493
4/02/2024	BLUE	63300	MATS	199.65		P	01.000.2010	ACCOUNTS PAYABLE	-		1651063494
UNIFIRST CORPORATION 02873				401.10	** Vendor Total						

Vendor Name / Date	Bank	Check	Number / Description	Name in Directory file / Amount	Class / P.O.	F/P	Fund and Account	Account Description	1099	Invoice
UNITED RENTALS NORTHWEST 03062				UNITED RENTALS NORTHWEST, INC					NO	
4/02/2024	GREN	45448	SHOP SUPPLIES	663.85		P	10.000.2010	ACCOUNTS PAYABLE	-	
4/02/2024	GREN	45448	SHOP SUPPLIES	897.94		P	10.000.2010	ACCOUNTS PAYABLE	-	224149965-001
4/02/2024	GREN	45448	SHOP SUPPLIES	1,016.29		P	10.000.2010	ACCOUNTS PAYABLE	-	224150579-001
4/02/2024	GREN	45448	SHOP SUPPLIES	2,635.74		P	10.000.2010	ACCOUNTS PAYABLE	-	225672773-001
4/02/2024	GREN	45448	SUPPLIES	990.00		P	10.000.2010	ACCOUNTS PAYABLE	-	22584768-004
4/02/2024	GREN	45448	SHOP SUPPLIES	3,618.12		P	10.000.2010	ACCOUNTS PAYABLE	-	225895879-001
4/02/2024	GREN	45448	SHOP SUPPLIES	3,103.86		P	10.000.2010	ACCOUNTS PAYABLE	-	229785065-001
4/02/2024	GREN	45448	SHOP SUPPLIES	1,622.06		P	10.000.2010	ACCOUNTS PAYABLE	-	231152645-001
UNITED RENTALS NORTHWEST 03062				14,547.86	** Vendor Total					
USABLUEBOOK(HD SUPPLY IN 01596				USABLUEBOOK(HD SUPPLY INC)					NO	
4/02/2024	GREN	45449	DRUM SYPHON	42.04		P	10.000.2010	ACCOUNTS PAYABLE	-	INV00295777
USABLUEBOOK(HD SUPPLY IN 01596				42.04	** Vendor Total					
WILKENS FOODSERVICE, INC 02945				WILKENS FOODSERVICE, INC.					NO	
4/02/2024	RED	22882	PEANUTS	18.62		P	70.000.2010	ACCOUNTS PAYABLE	-	630117 A
WILKENS FOODSERVICE, INC 02945				18.62	** Vendor Total					
WIPFLI LLP		03215							NO	
4/02/2024	BLUE	63301	FEB 20, 2024 TRAVEL EXP	1,175.00		P	01.000.2010	ACCOUNTS PAYABLE	-	2434097
WIPFLI LLP		03215		1,175.00	** Vendor Total					
YELLOW DOG		03333							NO	
4/02/2024	RED	22883	MONTHLY SUPPORT	20.00		P	70.000.2010	ACCOUNTS PAYABLE	-	INV-029776
4/02/2024	RED	22883	MONTHLY HOSTING	20.00		P	70.000.2010	ACCOUNTS PAYABLE	-	INV-031849
4/02/2024	RED	22883	MONTHLY HOSTING	20.00		P	70.000.2010	ACCOUNTS PAYABLE	-	INV-032898
4/02/2024	RED	22883	MONTHLY HOSTING	79.00		P	70.000.2010	ACCOUNTS PAYABLE	-	INV-034001
YELLOW DOG		03333		139.00	** Vendor Total					

Vendor Name..... Number Name in Directory file..... Class
Date Bank Check Description..... Amount P.O. F/P Fund and Account..... Account Description.....1099 Invoice

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Report Totals: 572,629.33

VENDORS PRINTED: 72

RECORDS PROCESSED: 191

Village of Glenwood Account Balance as of 03/27/2024

	Acct#	Name	Closing Avail
	94300	Tax Increment Financ	$4,159,764.60
	52607	TIF State Street	$1,978,494.28
	01700	Corporate - Checking	$1,786,576.70
	31700	TIF - Holbrook Road	$1,583,790.67
	19127	American Rescue Plan Act	$1,184,751.79
	02500	Sewer and Water	$1,150,046.87
	47700	Glenwoodie Checking	$1,124,365.40
	79469	SEWER ACCOUNT	$737,746.36
	01368	TIF Industrial No.	$569,885.89
	02100	Motor Fuel Tax	$507,871.99
	60316	Fire/Ambl Reimbursement	$405,718.80
	71620	TIF SOUTH	$311,089.28
	24473	V OF G RESERVE FUND	$273,558.70
	19530	Hazardous Mitigation	$265,455.68
	32700	TIF - Main Street	$257,222.27
	75776	LOCAL FUEL TAX	$196,128.52
	02700	IMRF - INT Checking	$142,497.66
	05700	St Forfeiture Fd1505	$107,532.91
	18301	Federal Forfeiture	$107,328.03
	18716	FOREIGN FIRE INSUR	$98,900.50
	00906	2010 BOND PAYMENT	$78,880.42
	18627	CAPITAL ACQUISITIO	$77,253.16
	69960	TIF NORTH	$41,595.61
	06700	State Forfeiture 150	$31,570.31
	21091	Flexible Spending	$1,406.48
	60308	Unrestricted General	$41.59
	14900	Payroll	$0.00
	76513	Village of Glenwood	$0.00
Fifth Third Total			**$17,179,474.47**
	21130	Epay Clearing	$4,229,778.94
	21882	Motor Fuel	$1,201,052.47
	21932	General Fund	$767,875.75
	32715	Sewer & Water	$2,175,587.12
Illinois Fund Total			**$8,374,294.28**
	11112		$101,029.53
	19712		$101,889.79
First American Bank Total			**$202,919.32**
Grand Total			**$25,756,688.07**

ARROW
STRATEGY GROUP

To: Ron Gardiner, Mayor, Village of Glenwood
From: Steve Patterson, President, Arrow Strategy Group
Date: Feb. 23, 2024

Mayor Gardiner –

I am reaching out in response to your interest in identifying a communications, marketing and public relations consultant, who can help promote the Village's accomplishments and events.

From Chicago to Champaign, Calumet City to Gary, I have worked with elected officials to elevate profiles and highlight the many positive things happening in those communities. I would love the opportunity to work with you and Village Trustees to do the same in Glenwood, through traditional media, social media, newsletters and more.

Arrow Strategy Group is a certified Minority Business Enterprise which includes media experts, graphic designers and photographers. I have included a background and references, but as a:

- South suburban resident for more than 25 years, I am familiar with Glenwood and the important balance Village leaders have made between being both a bedroom community and one with strong commercial and industrial corridors.
- News reporter for nearly 20 years, I have strong relationships and credibility with countless reporters, editors and producers in newsrooms across the area.
- Communications professional for more than 15 years, providing service to Cook County Sheriff Tom Dart, the CTA, Chance The Rapper, Monterrey Security, Soldier Field and many others, I have a record of developing strategies to support positive messaging.

I would work with your team as more than just a PR person, but a strategic partner, trusted advisor and champion of the Village. I would propose providing the following:

- Meet with each elected official and key department heads to gain insights on messaging priorities, while also assessing all Village communications and how to improve them.
- Create all content for the village newsletter and develop social media synergies, for more consistent and informative content.
- Draft and issue press releases and media advisories about Village activities and events.
- Support leaders with presentations and speeches, promoting Village accomplishments.
- Provide 24/7 support to public safety departments with media updates on high-profile incidents, as well as proactively telling stories of positive work they do in the community.

Given the amount of consistent work required, my 24-7 availability for breaking news and the inevitable ebbs and flows of communications needs, a monthly retainer is suggested. Because Glenwood is a government agency, I would provide these services at a reduced rate.

Based on similar initiatives with other communities, I would propose a monthly retainer of $3,500, based on the anticipated projects and needed work ahead.

As someone familiar with Glenwood and the positive developments that deserve to be highlighted, I would love nothing more than to be your communications partner. I appreciate the opportunity to explore a partnership and hope to talk with you soon.

About Us

Steve Patterson is a trusted advisor to executive leaders across the country, elevating profiles and protecting reputations when it matters most.

A former political and investigative reporter in Indiana and Chicago, he has spent the last 15 years working with public officials, law firms, healthcare systems, labor unions and others. He directed all messaging strategies for Cook County Sheriff Tom Dart, created strategic communication plans for national clients at Chicago-based Res Publica Group, then led crisis management work at Jarrard, one of the nation's top healthcare communication firms.

Since 2020, he has led Arrow Strategy Group, based in Chicago's south suburbs and currently serving clients in six states. From positive public relations campaigns to community relations to crisis responses, Steve is experienced in both proactive and reactive messaging strategies, remaining focused on how those efforts support long-term goals.

He has led messaging campaigns for elected and appointed leaders at places like the Cook County Sheriff's Office, CTA, Morton College, Cook County Board of Commissioners, Village of Bensenville, RTA, Chicago Park District, City of Calumet City, City of Gary and many others. He has also managed media on behalf of Lollapalooza, Willow Creek Church, Hard Rock Casino, Chance The Rapper and Monterrey Security, among others.

A Michigan native and graduate of Ball State University, Steve is an enrolled citizen of the Munsee-Delaware Indian Nation. He is a supporter of the Mount Carmel High School Father's Club, a member of the City of Chicago's Native American Advisory Task Force, and has served as a redevelopment commissioner, election judge and stormwater board member.

References

Tom Dart, Sheriff, Cook County IL, 708-846-5547

Brian Steele, Vice President of Marketing & Communications, CTA, 312-681-2810

Juan Gaytan, CEO, Monterrey Security, 773-843-0434

Matt Kelly, Business Manager, United Association Local 149, 217-359-5201

Prentice Salter, CEO, Revolutionary Racing, 312-502-5555

VILLAGE OF GLENWOOD

ORDINANCE NO. 2024-___

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD FOR A SPECIFIED AREA

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF GLENWOOD, THIS
2ND DAY OF APRIL, 2024

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 2ND
day of April, 2024.

VILLAGE OF GLENWOOD

ORDINANCE NO. 2024-__

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD FOR A SPECIFIED AREA

WHEREAS, the Village of Glenwood (the "Village") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6 of the Illinois Constitution;

WHEREAS, the existing gas station located in the Village of Glenwood at the Northwest corner of 187th Street and Halsted has been used over a period oftime for commercial/industrial purposes;

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742;

WHEREAS, the environmental consultants for the gas station have requested that the Village preclude the use of the groundwater as a source of potable water in an area surrounding the gas station so that the gas station can receive a No Further Remediation letter from the Illinois Environmental Protection Agency.

WHEREAS, the Village of Glenwood desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

WHEREAS, the Village of Homewood has passed an ordinance prohibiting the use of groundwater for a potable water supply in the area south of the gas station that is located within the Village of Homewood's boundaries;

WHEREAS, the area near the gas station as depicted Exhibit A is served by Village of Glenwood's public water system and does not require the establishment of wells or any use of groundwater for their potable water supply;

WHEREAS, Section 106-131 of the Village of Glenwood's Code of Ordinances requires that all residents of Glenwood shall have their premises connected to the Village's water system as follows:

> (a) Every person that is a resident of the village shall have his premises connected to the combined waterworks and sewerage system of the village, within six months of the date that the sewers and water mains are available for use and are located in front of the house or place of business of his premises.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Recitals.

The above recitals to this ordinance are true, correct and material to this ordinance. The above recitals shall be a part of this ordinance and shall be incorporated into this Section as if they were fully set forth in this Section.

SECTION 2: Prohibition against using groundwater as a potable water supply in a certain area.

The use of, or attempt to use, groundwater as a potable water supply shall be prohibited within the property boundaries of the properties identified in the map attached as Exhibit A. This prohibition precludes the installation or drilling of wells, or any other method used that results in the use of groundwater as a potable water source within the area depicted in Exhibit A. This prohibition further expressly includes the Village of Glenwood.

SECTION 3: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to $750.00 for each violation.

SECTION 4: Definitions.

The following terms used in this Ordinance shall be defined as follows:

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents, or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 5: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION 6: Severability.

If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid.

SECTION 7: Home Rule: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 8: Effective Date.

This ordinance shall be immediately in full force and effect upon its passage and approval and subsequently be published in pamphlet form as provided by law.

PASSED by the following roll call vote this 2nd day of April, 2024

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of April, 2024.

_____

Ronald Gardiner
Village President

ATTEST:

_____

Sandra Washington
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk/Deputy Clerk of the Village of Glenwood, Cook County, Illinois (the "*Village*"), and that as such official I am the keeper of the records and files of the President and Trustees of the Village (the "*Corporate Authorities*").

I do further certify that the foregoing is a full, true, and complete copy of an ordinance adopted at a meeting of the Corporate Authorities held on the 2nd day of April, 2024, which is entitled:

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD FOR A SPECIFIED AREA

a true, correct, and complete copy of which said ordinance as adopted at said meeting appears is attached.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

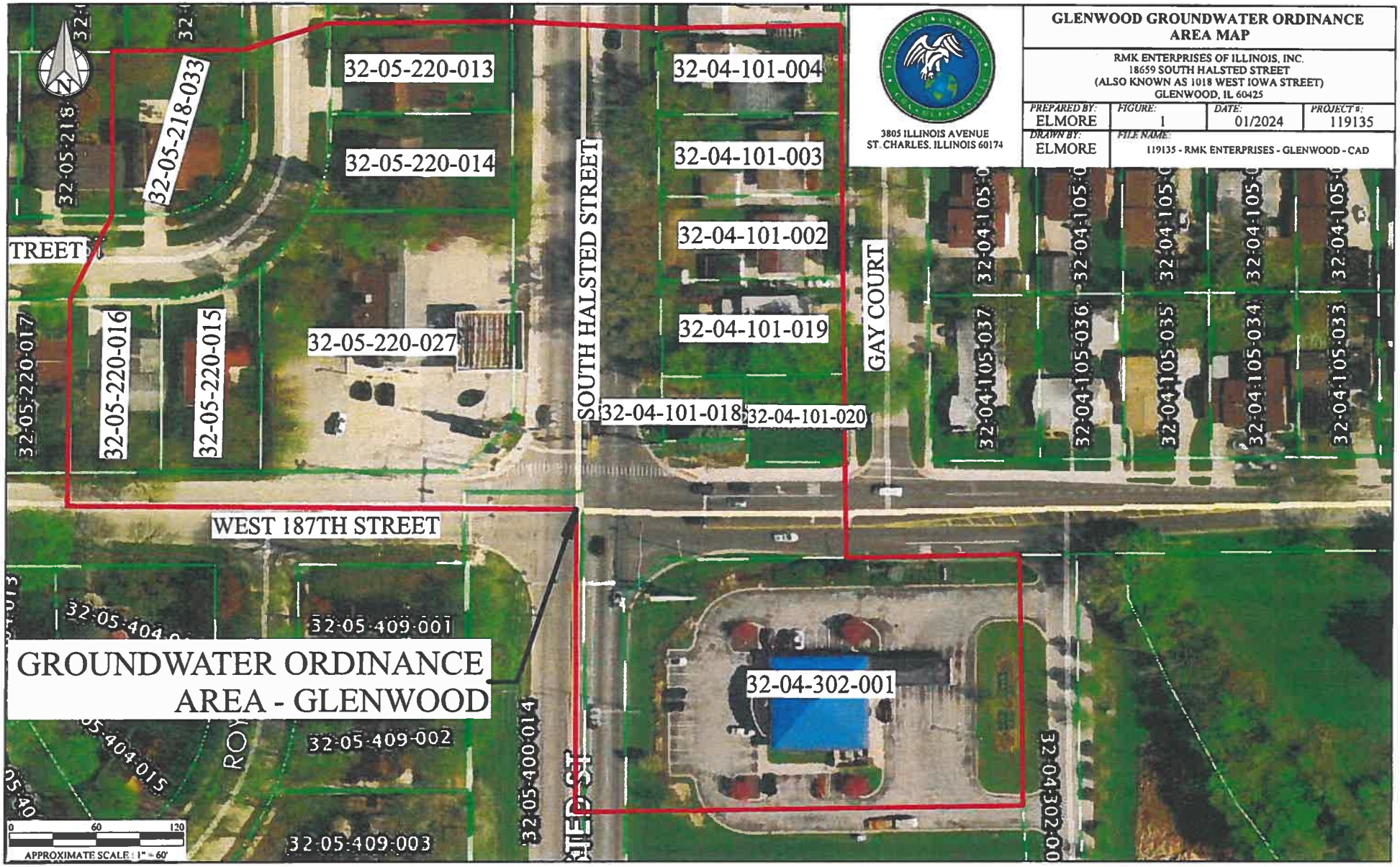
IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this 2nd day of April, 2024.

_____
Village Clerk

(SEAL)

EXHIBIT A

(Map of area where groundwater cannot be used as a potable water supply)



3805 ILLINOIS AVENUE
ST. CHARLES, ILLINOIS 60174

GLENWOOD GROUNDWATER ORDINANCE AREA MAP

RMK ENTERPRISES OF ILLINOIS, INC.
18659 SOUTH HALSTED STREET
(ALSO KNOWN AS 1018 WEST IOWA STREET)
GLENWOOD, IL 60425

PREPARED BY:	FIGURE:	DATE:	PROJECT #:
ELMORE	1	01/2024	119135
DRAWN BY:	FILE NAME:		
ELMORE	119135 - RMK ENTERPRISES - GLENWOOD - CAD		

RESOLUTION NO. 2024-__

A RESOLUTION SUPPORTING AND CONSENTING TO THE CLASS 8 RENEWAL APPLICATION FILED BY YOUR LOCAL GAS, INC. FOR CERTAIN PROPERTY LOCATED IN THE VILLAGE OF GLENWOOD, ILLINOIS

WHEREAS, on July 11, 2011, the Village of Glenwood passed a Resolution supporting and consenting to the application filed by Your Local Gas, Inc. ("Applicant") for a Cook County Class 8 incentive for the property identified by PIN 32-04-404-031-0000located at 273 W. Main Street, Glenwood, IL. 60425 (the "Subject Property");

WHEREAS, the Applicant purchased the Subject Property and leases the Subject Property for the operation of ae a gas station with a store on the Subject Property;

WHEREAS, at the time of the initial award of the Class 8 incentive the Village found that the Subject Property met the special circumstances exception for the granting of a Cook County Class 8 incentive because of the following :

A. Rehabilitation of an existing gas station facility that has been vacant for more than one year by reconstructing expanded retail space out of 2 existing repair bays.

B. The creation of a retail store that will increase the Village's sales tax revenue.

C. The Applicant has purchased the property for $200,000.00 and will be investing an additional $500,000.00 for build-out costs which will create construction jobs within the Village of Glenwood.

D. The creation of 4 full-time and 6 part-time jobs.

WHEREAS, the Subject Property is located in Bloom Township;

WHEREAS, the Applicant has requested that the Village of Glenwood consent to its Class 8 Renewal Application;

WHEREAS, the corporate authorities of Village of Glenwood find and determine that the granting of Class 8 Renewal Application for the Subject Property is necessary for its continued occupation in the Village of Glenwood;

WHEREAS, the President and Board of Trustees of the Village of Glenwood find and hereby declare that it is in the best interests of the Village to support and consent to the Class 8 Renewal Application for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals set forth hereinabove are true, correct and a material part of this Resolution. The above recitals shall be and are hereby incorporated into this Section as if said recitals were fully set forth herein.

SECTION 2: The Village of Glenwood hereby resolves to support and consent to the Class 8 Renewal Application and the continued approval of Class 8 status for the Subject Property and further resolves that the granting of Class 8 status is necessary for the Subject Property to continue to be used as a gas station and store in the Village of Glenwood. In the event it is determined that a finding of special circumstances is needed, the Village of Glenwood further finds and determines that special circumstances exist, as that term is defined in the County's Ordinance providing for a Class 8 incentive because of: (1) the length of time the Subject Property was vacant prior to the granting of a Class 8; (2) the extensive improvements the Applicant made to the Subject Property; (3) the proximity of the Subject Property to Indiana and Will County and the need for a Class 8 incentive to compete with these nearby areas that have lower property taxes; (4) the need for more jobs in the Village of Glenwood and Southern

Cook County; and (5) the additional property taxes, sales taxes and other economic activity that will be generated by the continued operation of a gas station and store on the Subject Property.

SECTION 3: Any policy or resolution of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Resolution shall be in full force and effect immediately from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS, this 2nd day of April, 2024.

PASSED by roll call vote this 2nd day of April, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 2nd day of April, 2012.

_____
Ronald Gardiner, Village President

ATTEST:

_____
Sandra Washington, Village Clerk

RESOLUTION NO. 2024-__

A RESOLUTION SUPPORTING AND CONSENTING TO THE CLASS 8 RENEWAL APPLICATION FILED BY O'REILLY AUTO ENTERPRISES LLC. FOR CERTAIN PROPERTY LOCATED IN THE VILLAGE OF GLENWOOD, ILLINOIS

WHEREAS, on March 20, 2012 the Village of Glenwood passed a Resolution supporting and consenting to the application filed by O'Reilly Auto Enterprises LLC. ("Applicant") for a Cook County Class 8 incentive for the property known as Lot #2 of the Marketplace of Glenwood Subdivision (PIN 32-04-302-002-0000) legally described in Exhibit A (the "Subject Property");

WHEREAS, the Applicant purchased the Subject Property and continues to operate an O'Reilly's Auto Parts store on the Subject Property;

WHEREAS, at the time the Applicant purchased the Subject Property, it had been vacant and undeveloped for more than 3 consecutive years;

WHEREAS, the Subject Property is located in Bloom Township;

WHEREAS, the Applicant has requested that the Village of Glenwood consent to its Class 8 Renewal Application;

WHEREAS, the corporate authorities of Village of Glenwood find and determine that the granting of Class 8 Renewal Application for the Subject Property is necessary for its continued occupation as an O'Reilly's Auto Parts Store;

WHEREAS, the President and Board of Trustees of the Village of Glenwood find and hereby declare that it is in the best interests of the Village to support and consent to the Class 8 Renewal Application for the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals set forth hereinabove are true, correct and a material part of this Resolution. The above recitals shall be and are hereby incorporated into this Section as if said recitals were fully set forth herein.

SECTION 2: The Village of Glenwood hereby resolves to support and consent to the Class 8 Renewal Application and the continued approval of Class 8 status for the Subject Property legally described in Exhibit A and further resolves that the granting of Class 8 status is necessary for the Subject Property to continue to be used as an O'Reilly's Auto Parts store. In the event it is determined that a finding of special circumstances is needed, the Village of Glenwood further finds and determines that special circumstances exist, as that term is defined in the County's Ordinance providing for a Class 8 incentive because of: (1) the length of time the Subject Property went undeveloped prior to the granting of a Class 8; (2) the extensive improvements the Applicant made to the Subject Property; (3) the proximity of the Subject Property to Indiana and Will County and the need for a Class 8 incentive to compete with these nearby areas that have lower property taxes; (4) the need for more jobs in the Village of Glenwood and Southern Cook County; and (5) the additional property taxes, sales taxes and other economic activity that will be generated by the continued operation of an O'Reilly's Auto Parts store on the Subject Property.

SECTION 3: Any policy or resolution of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: This Resolution shall be in full force and effect immediately from and

after its passage and approval as provided by law.

PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS, this 2nd day of April, 2024.

PASSED by roll call vote this 2nd day of April, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 2nd day of April, 2012.

_____
Ronald Gardiner, Village President

ATTEST:

_____
Sandra Washington, Village Clerk

EXHIBIT A

(Legal description of the Subject Property)

LOT 2 IN MARKETPLACE AT GLENWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 4. TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 2005, AS DOCUMENT NO. 0518603139.

Pin: 32-04-302-002-0000
Common Address: 18751 S. Halsted St., Glenwood, IL. 60425

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE CLOSING UPON THE TRANSFER OF VILLAGE OWNED PROPERTY PURSUANT TO A REDEVELOPMENT AGREEMENT

(Part of 32-04-117-010-0000)

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 2ND DAY OF APRIL, 2024

RESOLUTION NO. 2024- _____

A RESOLUTION APPROVING THE CLOSING UPON THE TRANSFER OF VILLAGE OWNED PROPERTY PURSUANT TO A REDEVELOPMENT AGREEMENT

(Part of 32-04-117-010-0000)

WHEREAS, in July 2023 the Village approved a Redevelopment Agreement (the "Redevelopment Agreement") for the Development of the south approximately 5+ acre portion of the Glenwood Plaza;

WHEREAS, the Redevelopment Agreement provides for a 3 phased development of the south portion of the Halsted Plaza including a tunnel car wash (Phase 1), a strip center (phase 2) and an entertainment center (Phase 3);

WHEREAS, the Developer has previously advised the Village that it is ready to proceed with the development of the first Phase;

WHEREAS, on March 27, 2024 the Village recorded the necessary Plat of Resubdivision to create the approximately 47,000 square foot lot for the first phase of the project that the Developer is required to purchase for a price of $200,000.00 that has the following legal description:

LOT 2 OF THE FINAL PLAT OF LINCOLN CROSSINGS SOUTH RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON MARCH 27, 2024 AS DOCUMENT NUMBER 2408709014.

PIN: Part of 32-04-117-010-0000

(hereinafter the "Subject Property");

WHEREAS, the process of submitting an application for permits needed from the MWRD for the Development has begun with the Developer being a subgrantee of the approvals the Village has previously obtained;

WHEREAS, the Developer is purchasing the Subject Property without any financing;

WHEREAS, the Village finds that it is in the best interests and the welfare of the Village to close upon the Village's sale of the Subject Property; 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. Authorization to close upon the sale of the Subject Property.

The Village is authorized to close upon its sale of the Subject Property pursuant to the Redevelopment Agreement and the signed Real Estate Contract in the form attached as an exhibit to the Redevelopment Agreement. 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 sell the Subject Property, said documents to include, but may not necessarily be limited to: a deed, closing statements, Grantor-grantee statements, agreements guaranteeing the that the Village has or will obtain a property tax exemptions for all periods it owned the Subject Property; affidavit of title, bill of sale, wire instructions, wire transfers, ALTA statements, GAP undertaking, documents required by the 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 any transaction costs and title fees owed by the Village that are necessary to complete the closing of the sale of the Subject Property from the sales price received from the Developer.

Section 3. 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 4. 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 2nd day of April, 2024.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED this 2nd day of April, 2024.

_____
Ronald Gardiner, Village President

ATTEST:

_____
Sandra Washington, Village Clerk

CERTIFICATE

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

I further certify that on April 2, 2023, the Corporate Authorities of the Village of Glenwood passed and approved the attached Resolution No. 2024- _____, entitled,

A RESOLUTION APPROVING THE CLOSING UPON THE TRANSFER OF VILLAGE OWNED PROPERTY PURSUANT TO A REDEVELOPMENT AGREEMENT

(Part of 32-04-117-010-0000)

a true and correct copy of which is attached hereto.

Dated at Glenwood, Illinois, this 2nd day of April, 2024.

_____
Sandra Washington,
Municipal Clerk

DATE: March 28, 2024

TO: Mayor and Board of Trustees

THROUGH: Administrator Mitchell

FROM: Fire Chief Welsh

SUBJECT: Fire Department Ordinance

Included in your packet is "An ordinance amending sections 42-31,42-32, 42-34 and 42-36 of the Glenwood Village Code in support of the reorganization of the Fire Department". This ordinance simply codifies the initiatives that were approved at the Board Meeting of March 19, 2024.

This ordinance goes on to give the background of the need for the reorganization and the driving factors behind the need. This comprehensive rewrite covers all aspects of the current day operation of the Fire Department.

If you have any questions, please reach out to me, the Deputy Chief or John Donahue.

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2024-____

AN ORDINANCE AMENDING SECTIONS 42-31, 42-32, 42-34, and 42-36 OF THE GLENWOOD VILLAGE CODE IN SUPPORT OF THE REORGANIZATION OF THE FIRE DEPARTMENT

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 2nd DAY OF APRIL, 2024

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 2nd day
of April, 2024

ORDINANCE NO. 2024 - _____

AN ORDINANCE AMENDING SECTIONS 42-31, 42-32, 42-34, and 42-36 OF THE GLENWOOD VILLAGE CODE IN SUPPORT OF THE REORGANIZATION OF THE FIRE DEPARTMENT

WHEREAS, the Village of Glenwood (the "Village") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6 of the Illinois Constitution;

WHEREAS, The Village of Glenwood's Code of Ordinances currently provide for the hiring of full-time Fire Department personnel pursuant to procedures rules and regulations established by the Village's Board of Fire and Police Commissioners pursuant to Division 2.1 of Article 10 of the Illinois Municipal Code titled, "Board of Fire and Police Commissioners"

WHEREAS, on November 16, 2021 the Corporate Authorities of the Village of Glenwood voted to reorganize the Village's Fire Department include a Chief, Deputy Chief, 3 Shift Officer positions and additional contracted personnel so that the Village could provide daily staffing of 3 Firefighter/Paramedics and 1 Firefighter /EMT 24 hours a day, 7 days a week;

WHEREAS, the corporate authorities November 16, 2021 approval of the reorganization of the Fire Department identified the difficulties the Village was having in attracting and maintaining Fire Department personnel to provide service to the Village which, at that time included, but was not limited to, the following:

- Only 1 out of 3 full-time positions in the Department had been filled for 15 of the last 45 months prior to November 1, 2022.
- As of November 1, 2021, the Village of Glenwood's Fire Department had been understaffed for 42 of the last 45 months;

- The fact that when an entry-level Fire Department staff can be hired, they often need to be further trained at the expense of the Village and tend to leave the employment of the Village for better paying positions.

WHEREAS, since the reorganization of the Fire Department on November 16, 2021, the Village's corporate authorities have approved a contract with AMR to provide a sufficient number of contract personnel so that the Fire Department can at all times have a daily staffing of a total of 2 Firefighter/Paramedics and 1 Firefighter/EMT 24 hours a day, 7 days a week;

WHEREAS, in an effort to combat the shortage of Fire Department personnel the Village's approved contract with AMR included increased salaries to be paid by AMR for contracted personnel so as to better attract and hire personnel to serve the Village's residents;

WHEREAS, pursuant to the reorganization of the Fire Department and the direction given by the corporate authorities, the Village has approved the purchase of 2 used ALS ambulances, as required for the Village's participation in the Ground Emergency Medical Transportation ("GEMT") Program which allows the Village to take advantage of a supplemental funding source to cover the difference between actual emergency transportation costs and the amounts funded by Medicaid and Medicare;

WHEREAS, in furtherance of the reorganization of the Fire Department approved on November 16, 2021, the Village's corporate authorities by an ordinance passed on May 3, 2022 increased its charges for the deployment of emergency and non-emergency services provided by the Glenwood Fire Department;

WHEREAS, the above reasons for the need to reorganize the Fire Department that existed on November 16, 2021 continue to exist as there is a State-wide persistent shortage of trained and certified Firefighters, Paramedics and Emergency Medical Technicians ("EMTs");

WHEREAS, as a result of the salaries paid to Firefighter/Paramedics and Firefighter/EMTs provided by the Village's contractor, AMR, the Village's contractor has had difficulty retaining its contract personnel that have been providing service to Glenwood;

WHEREAS, as a result of the inability to hire experienced, fully-trained, Shift Officers and the difficulties retaining personnel contracted through AMR, the Village Board has on March 19, 2024 approved the further organization of the Fire Department as follows:

A. Village hiring of 3 fully trained entry level Firefighter/Paramedics at a starting annual salary of up to $73,508.90.

B. Raising the annual base salary of Firefighter/Paramedics provided by the Village's contract provider, AMR, to $69,000.00.

C. Raising the annual base salary of Firefighter/EMTs provided by the Village's contract provider, AMR, to $58,000.00.

WHEREAS, the Village's corporate authorities have determined that the safety, health, and welfare of the Village requires that the Fire Department be reorganized as set forth above and that the Village hire 3 full-time, fully-certified, entry-level Firefighter/Paramedics as soon as possible;

WHEREAS, the time-consuming process for completing the Glenwood Board of Fire and Police Commissioners appointment may cause qualified personnel to lose interest in pursuing employment in Glenwood or otherwise cause applicants to take another position;

WHEREAS, the Village's corporate authorities have determined that in order to adequately compete for qualified personnel to fill the 3 full-time, fully-certified, entry-level Firefighter/Paramedic positions and to provide for the safety of the Village's residents, it is necessary for the Village to exercise its Home Rule authority to provide for an expedited process

through which candidates approved by the Village's corporate authorities can be deemed appointed by the Village's Board of Fire and Police Commission;

WHEREAS, the Village's corporate authorities have determined that it is necessary to update its ordinances to conform to the reorganization of the Fire Department approved on March 19, 2024 and to otherwise update its Ordinances; and

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

SECTION 1: RECITALS:

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

SECTION 2: AMENDMENT TO SECTION 42-31.

Section 42-31 of the Village's Code of Ordinances shall be amended to state in its entirety as follows:

> **Sec. 42-31. - Creation; composition; compensation.**
> There is hereby created a Village Fire Department consisting of a full-time Fire Chief, one full-time Deputy Fire Chief, three full-time, certified, entry-level Firefighter/Paramedics and such other additional employed or contracted personnel as may from time to time be determined by the Village President and Board of Trustees. All firefighters shall receive such compensation as provided from time to time by the Village President and Board of Trustees. The Village President with the advice and consent of the Board of Trustees shall have the power to appoint and remove the Fire Chief and Deputy Fire Chief pursuant to section 42-34.

SECTION 3: AMENDMENT TO SECTION 42-32.

Section 42-32 of the Village's Code of Ordinances shall be amended to state in its entirety as follows:

Sec. 42-32. - Appointment of full-time, entry-level, Firefighter/Paramedics and probationary status.

A full-time, entry-level Firefighter/Paramedic shall satisfy each and every one of the following minimum requirements:

A. U.S. citizen and/or be otherwise lawfully able to be employed in the position sought.
B. High School Diploma/GED equivalent.
C. At least 21 years of age and under the age of 35 years unless exempt from these age limitations pursuant to 65 ILCS 5/10-2.1-6.
D. Certified as a Basic Operations Firefighter/Paramedic (EMT-P) and the ability to operate as a paramedic in the South Cook County Region EMS system.
E. Office of the State Fire Marshall (OSFM) certified for Hazardous Materials Operations.

The appointment of an individual that satisfies all of the above qualifications shall be made by one of the following methods:

1. By an appointment of the Village's Board of Fire and Police Commissioners after completion of all the evaluations and testing as required under the rules and regulations of the Board of Fire and Police Commissioners then in existence; or

2. By an expedited process without compliance with the rules and regulations of the Board of Fire and Police Commissioners after the Village's corporate authorities vote to refer the candidate to the Board of Fire and Police Commissioners. Upon the referral of such a candidate to the Board of Fire and Police Commissioners, the Board of Fire and Police Commissioners shall, with the assistance of the Village's Police Department, complete a background check on the referred candidate within 30 days after the date the corporate authorities voted to refer the candidate to the Board of Fire and Police Commissioners. By a date that is not more than 40 days after the date the corporate authorities voted to refer the candidate to the Board of Fire and Police Commissioners, the Board of Fire and Police Commissioners shall determine whether it approves of or disapproves of the candidate based only upon the results of the background check. The Board of Fire and Police Commission shall have no authority to determine whether the referred candidate has met all the qualifications for the position and may not perform any other testing or evaluation of the referred candidate other than the background check. If the Board of Fire and Police Commissioners approves the candidate after considering only the results of the background check, it shall immediately appoint the candidate to the position and immediately notify the Village President, the Village Administrator, and the Fire Chief. If the Board of Fire and Police Commission disapproves of the candidate after

considering only the results of the background check, it shall within 40 days after the date the corporate authorities voted to refer the candidate, advise the Village President, the Village Administrator and the Fire Chief of its disapproval and its reasons for disapproval. After considering the Board of Fire and Police Commission's disapproval of the candidate, the Village's corporate authorities may, in its sole discretion, approve the candidate for the appointment to the position which, for all purposes, shall be deemed to be an appointment of the Board of Fire and Police Commissioners notwithstanding the fact the Board of Fire and Police disapproved of the candidate and did not perform any testing or evaluation of the referred candidate. If the Board of Fire and Police Commissioners fails to meet its 40-day deadline for determining whether it approves of or disapproves of the referred candidate based only upon the results of the background check, the candidate shall be deemed to be approved and automatically appointed by the Board of Fire and Police Commissioners to the position.

In all cases, a new employee appointed to serve in the Village's Fire Department shall serve a probationary period of 12 months. Unsuccessful completion of the probationary period shall result in automatic termination.

The expedited process for the appointment of Fire Department personnel is intended to be an exercise of the Village Home Rule power that is deemed critical to protect the health and safety of the Village's residents and guard against delays in the appointment of personnel that are needed to reorganize the Village's Fire Department. The expedited process for the appointment of Fire Department personnel as set forth in this Section shall supersede, prevail, and control over any conflicting rule, regulation or statute governing the Board of Fire and Police Commissioners.

SECTION 4: AMENDMENT TO SECTION 42-34.

Section 42-34 of the Village's Code of Ordinances shall be amended to state in its entirety as follows:

Sec. 42-34. - Appointment of Chief and other personnel.

(a) The Chief and the Deputy Chief of the Fire Department shall be appointed and removed by the Village President, by and with the advice and consent of the Village Board of Trustees. Upon removal, the Chief and Deputy Chief shall return to the rank they held within the Glenwood Fire Department immediately prior to their appointment as either the Chief or Deputy Chief, if any.

(b) The Chief of the Fire Department shall recommend for appointment and shall have the ability to appoint all paid-on-call, part-time and volunteer Firefighters to the extent the number of paid-on-call, part-time and volunteer position have been approved by the Village's Board of Trustees.

(c) All full-time members of the Fire Department, with the exception of the Fire Chief and Deputy Fire Chief, shall be considered members of the classified service and shall be appointed pursuant to Section 42-32 and thereafter promoted and removed by the Board of Fire and Police Commissioners of the Village.

SECTION 5: AMENDMENT TO SECTION 42-36.

Section 42-36 of the Village's Code of Ordinances shall be amended to state in its entirety as follows:

(a) *Suspension; rules.* The Chief of the Fire Department shall have control and command over all persons connected with the Fire Department. The Chief of the Fire Department shall possess full power and authority over its organization, government and discipline, and the direction and control of the Bureau of Fire Prevention, and to that end the Chief of the Fire Department may prescribe and establish from time to time such rules and regulations as he may deem advisable, subject to the approval of the Village President and the Board of Trustees. The Chief of the Fire Department, in his sole discretion, shall have the power to terminate any paid-on call, part-time or volunteer Firefighter.

(b) *Custody of Fire Department property.* The Chief of the Fire Department shall have the custody, subject to the direction of the Village President and Board of Trustees, of all fire apparatus including engines, trucks, ladders, hoses, and all other equipment belonging to the Fire Department.

(c) *Authority at fires.* In the event of fire or the threat of fire, the Chief of the Fire Department, or his/her assistants in their order of rank, shall take command of such incident. It shall be the duty of the Chief, if within his power, to respond to all fires occurring in the Village, and in the case of his absence from any fire-related incident, the Officer in Charge of the first-in fire company shall take charge of the Department and shall have and exercise all of the power of the Chief until properly relieved by a higher ranking Fire Officer.

(d) *Records.* The Chief of the Fire Department shall keep all necessary records of Fire Department personnel, records of fire calls, medical calls and such other records and statistics as may be required by law. The Chief of the Fire Department shall file with the Village Clerk in April of each year a report of the previous calendar year's fire loss statistics and any other pertinent Fire Department information.

(e) *Investigations, documentation of fire and medical facts.* It shall be the duty of the Chief of the Fire Department to investigate the cause and circumstances of every fire occurring within the Village by which property has been destroyed or damaged and/or injury or death to human life has occurred. Such investigation shall begin within 48 hours of the occurrence of such fire and notification shall be made to the State Fire Marshal as required.

(f) *Power to enter premises; stop construction.* The Chief of the Fire Department shall have the power to enter the premises wherein any fire has occurred in order to investigate the origin of the fire. The Chief of the Fire Department shall have the power to stop construction of any building when such construction is being carried out in a careless and reckless manner or in violation of any ordinance of the Village pertaining to fire safety and fire prevention.

(g) *Examination of dangerous buildings; alterations.* The Chief of the Fire Department shall examine all walls and buildings reported dangerous or damaged by fire or accident, and shall, when requested by the Village President, also examine all buildings under application for permit to raze, alter, enlarge or rebuild, and he shall make a report of the condition thereof to the Building Commissioner, if the Building Commission is not the Fire Chief.

(h) *Destruction of buildings to prevent the spread of fire.* The Chief of the Fire Department, or in his absence at any fire the highest ranking Fire Officer, or in the absence of a Fire Officer, the Village President, or any two members of the Village Board of Trustees, may direct the members of the Fire Department to cut down and remove any building, erection, tree or fence for the purpose of investigating or putting into check the progress of any fire, and the Chief of the Fire Department or other officer in command shall have the power to destroy or cause to be destroyed any structure during the progress of any fire for the purpose of extinguishing or checking such fire.

SECTION 6: HOME RULE.

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

SECTION 7: INVALIDITY.

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

SECTION 8: EFFECTIVE DATE.

This Ordinance shall be in full force and effect immediately after its passage and approval and shall thereafter be published in pamphlet form as provided by law.

SECTION 9: REPEAL.

The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent there may be any conflict.

PASSED by roll call vote this 2nd day of April 2024

AYES:
NAYS:
ABSENT:
ABSTAIN:
APPROVED this 2nd day of April 2024.

_____
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 April 2, 2024 the Corporate Authorities of the Village of Glenwood passed and approved Ordinance No. 2024- _____, entitled,

AN ORDINANCE AMENDING SECTIONS 42-31, 42-32, 42-34, and 42-36 OF THE GLENWOOD VILLAGE CODE IN SUPPORT OF THE REORGANIZATION OF THE FIRE DEPARTMENT

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

The pamphlet form of Ordinance No. 2024 - _____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on April 2, 2024, and continuing for at least 10 days thereafter. Copies of such ordinance were also available for public inspection upon request at the Village Hall. A true and correct copy of Ordinance No. 2024 -____ is attached

Dated at Glenwood, Illinois, this 2nd day of April 2024.

_____
Sandra M. Washington
Municipal Clerk

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING THE VILLAGE'S CLOSING UPON ITS SALE OF PROPERTY PURSUANT TO A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF SURFACE PARKING

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 2nd DAY OF APRIL, 2024

VILLAGE OF GLENWOOD

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING THE VILLAGE'S CLOSING UPON ITS SALE OF PROPERTY PURSUANT TO A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF SURFACE PARKING

WHEREAS, on July 5, 2023, the Board of Trustees of the Village of Glenwood approved a Redevelopment Agreement with Bana Three Corp. pursuant to which the Village will sell an area for the construction of approximately 96 parking spaces;

WHEREAS, a mutual agreement has been reached for the location of the proposed parking lot and the necessary Plat of Subdivision creating a separate lot for the parking area has been recorded;

WHEREAS, the property upon which the parking will be developed is generally depicted in the Real Estate contract attached as Exhibit A and legally described as follows:

LOT 4 OF THE LINCOLN CROSSINGS SOUTH RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON MARCH 27, 2024 AS DOCUMENT NUMBER 2408709014.

Part of PINs: 32-04-117-012-0000 and 32-04-117-008-0000

(hereinafter the "Parking Area")

WHEREAS, the Village finds that it is in the best interests and the welfare of the Village to approve the contract for the sale of the above described property for the development of a

surface parking area for approximately 96 vehicles and close upon the Village's sale of the Parking Area to the Developer; 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 the contract and authorization for the Village to close upon its sale of the Parking Area.

The Village herein approves the contract for the Village's sale of the Parking Area that is attached as Exhibit A to this resolution and authorizes the Village President to execute same and the Village Clerk to attest to the President's signature for and on behalf of the Village of Glenwood. The Village is authorized to close upon its sale of the Parking Area. 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 sell the Parking Area, said documents to include, but may not necessarily be limited to: a deed, a closing statement, a Grantor-grantee statement, wire instructions, wire transfers, ALTA statements, GAP undertaking, documents required by the 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 sale of the Parking Area. The Village is further authorized to pay any transaction costs and title company fees and costs necessary to complete the sale of the Parking Area.

Section 3. 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 4. 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 2nd day of April, 2024.

AYES:
NAYS:
ABSENT:
ABSTAIN:
APPROVED this 2nd day of April 2024.

_____
Ronald Gardiner, Village President

ATTEST:

_____
Sandra Washington, Village Clerk

EXHIBIT A

(Real Estate Sale contract for the Village of Glenwood's sale of the Parking Area)

REAL ESTATE SALE CONTRACT

1. Purchaser/Price/Property. BANA three corp., an Illinois Corporation, ("Purchaser") agrees to purchase at a price of $80,000.00 (Eighty Thousand Dollars) on the terms set forth herein the real estate legally described in Exhibit A (the "Real Estate").

2. Sellers/deed. The Village of Glenwood, an Illinois municipal corporation ("Village" or "Seller") agrees to sell the Real Estate identified in Exhibit A at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, title thereto by recordable special warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; and (d) general taxes which are not yet due and payable at closing.

3. Closing. The closing shall occur not more than 30 days after the date this Real Estate Contract is executed by all parties, at the office of the Title Company, or at such later date the parties may mutually agree to.

4. **Closing Escrow.** On or prior to the Closing Date, the Purchaser and the Sellers shall establish an escrow with the Title Company through which the transfer of the real estate shall be closed (the "Closing Escrow"). The escrow instructions establishing the Closing Escrow shall be in the form customarily used by the Title Company with such special provisions added thereto as may be required to conform to the provisions of this Agreement. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner be superseded by the escrow. The escrow costs and fees shall be split by the parties.

5. Sellers' Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Seller shall deposit or cause to be deposited with the Title Company (or deliver to the Purchaser, or its designee) the following, each duly executed and notarized, as appropriate:

(i) A Special Warranty Deed, meeting the requirements of this Agreement transferring the real estate to the Purchaser;

(ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate;

(iii) An Affidavit of Title signed by the Seller of the Real Estate in the customary form.

(iv) A Bill of Sale for all improvements and fixtures located on the Real Estate, if any, in the customary form.

(v) All documents necessary to release any mortgages, or liens in the property, if any.

(vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of

property to enable it to issue the Title Policy in accordance with the terms hereof.

6. Purchaser's Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Purchaser shall deposit with Title Company (or deliver to Seller) the following, each dated and duly executed and notarized, as appropriate:

(i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.

(ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser less any applicable credits.

(iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

7. Joint Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, the parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

(i) Closing Statement.
(ii) State, and county transfer tax declarations and any required forms completed to establish that the transfers is exempt from any State, County or Village real estate transfer taxes that is applicable because the transfer is made by a public entity.
(iii) The Mutual Waiver of the Declarations of Covenants, Conditions, Restrictions, Easements and Reciprocal Rights Agreement recorded in the Office of the Cook County Recorder of Deeds on December 19, 2001 as document No. 0011209437 executed by the Seller and the Buyer substantially in the form attached as Exhibit B to this Real Estate Sale Contract.

8. Closing Costs. The Closing costs shall be paid as follows:

By Sellers:

(a) Preparation of the Deeds and documents required of the Sellers
(b) Its legal expenses
(c) ½ of the Title Company closing escrow fees
(d) The cost of the Owner's title insurance policy.
(e) Any other closing costs charged to the Sellers that are not otherwise allocated pursuant to this Section.

By Purchaser:

(a) Preparation of the documents required of the Purchasers
(b) Its legal expenses
(c) ½ of the Title Company closing escrow fees.
(d) Recording fees for the Deed, release of the Negative Pledge Agreement, the Mutual Waiver of the Declarations of Covenants, Conditions, Restrictions, Easements and Reciprocal Rights Agreement, and any Developer Mortgage.
(e) The cost of the title insurance policy for any Purchaser Mortgage.
(f) Any other closing costs charged to the Purchaser that are not otherwise allocated pursuant to this Section.

9. No Broker involvement. The Purchaser and Seller each represents to the other that it did not use the services of any real estate broker and that no broker's commission needs to be paid.

10. Plat. Seller, shall furnish the Purchaser with the recorded plat of subdivision that creates the lot for the Real Estate being sold to the Developer. Purchaser, at its cost, shall obtain any additional survey to the extent needed.

11. Title commitment. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 15 days after the execution of this Real Estate Sale Contract, a title commitment from Chicago Title in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the then current owner of the Real Estate subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above in Section 2, (c) the negative Pledge Agreement recorded with the Office of the Cook County Recorder of Deeds on January 12, 2016 as document number 1601204006 which shall be released on or before closing. (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

12. Title/Survey defects. If the title commitment or plat of survey obtained by the Purchaser discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "defects"), Purchaser shall notify Seller in writing. Seller shall then have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or defects. If Seller fails to have the unpermitted exceptions removed or correct any defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or defects within 30 days from the date of delivery of Purchasers notice to Sellers that there are unpermitted exceptions or defects that render the title unmarketable or unacceptable to Purchaser, Purchaser may, terminate this Agreement. If Purchaser elects to give written notice to terminate this Agreement, this Agreement shall become null and void without further action of the parties. Or, if Purchaser does not give written notice to terminate this Agreement within 45 days from the date of delivery of Purchasers notice to Sellers that there are unpermitted exceptions or defects that render the title unmarketable or unacceptable to Purchaser, then Purchaser shall take title to the Real Estate as is at closing and accept any unpermitted exceptions

disclosed on the title commitment and all defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

13. Real estate taxes. The property sold to the Developer is exempt from taxes as it is Village owned. The Village shall indemnify and hold the Purchaser harmless for any property taxes due for the Real Estate for the period of the Village's ownership through the date of closing. The Purchaser shall be responsible for all property taxes assessed and due for the Real Estate on and after the date of closing.

This Section 13 shall survive closing and shall not be merged with the deed(s) at closing.

14. Personal property. All personal property and fixtures located on or within real estate, if any, shall be transferred to the Purchaser at closing by a Bill of Sale which is in a form that is acceptable to the Purchaser.

15. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

16. IRS Section 1445. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that they are therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.

17. Time is of the essence. Time is of the essence for this Agreement.

18. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. Except for when delivery of a notice is required, the mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

19. Amendment. This Agreement 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 Purchaser approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

20. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

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

22. 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.

23. Execution. All the parties to this Agreement represent that they are authorized to enter into this agreement.

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

SELLER Village of Glenwood One Asselborn Way Glenwood, IL. 60425 By: _____ Ronald Gardiner Village President Date: _____	**PURCHASER** BANA Three Corp. By:_____ Its: Date: _____

EXHIBIT A TO REAL ESTATE SALE CONTRACT
(Legal Description of real estate)

LOT 4 OF THE LINCOLN CROSSINGS SOUTH RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON MARCH 27, 2024 AS DOCUMENT NUMBER 2408709014.

Part of PINs: 32-04-117-012-0000 and 32-04-117-008-0000

EXHIBIT B TO REAL ESTATE SALE CONTRACT
(Mutual Waiver of Declarations)

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

Mutual Waiver of the Declarations of Covenants, Conditions, Restrictions, Easements and Reciprocal Rights Agreement recorded in the Office of the Cook County Recorder of Deeds on December 19, 2001 as document No. 0011209437

WHEREAS, BANA Three Corp. an Illinois Company is the purchaser and owner of the property legally described in Exhibit 1, which shall hereinafter be referred to as the "BANA Three Parcel";

WHEREAS, the Village of Glenwood, a municipal corporation, is the Owner of the property legally described in Exhibit 2, which shall hereafter be referred to as the "Glenwood Parcels"; the

WHEREAS, the Bana Three Parcel and the Glenwood Parcels and other property are all subject to a Declarations of Covenants, Conditions, Restrictions, Easements and Reciprocal Rights Agreement recorded in the Office of the Cook County Recorder of Deeds on December 19, 2001 as document No. 0011209437 (the "Declarations");

WHEREAS, as a result of the fact that a plat of subdivision recorded on August 29, 2018 with the Cook County Recorder of Deeds as document number 1824134092 dedicated public right of way that was constructed by the Village of Glenwood which is adjacent to the west property line of the BANA Three Parcel and provides access to said parcel, the terms of the Declarations are no longer relevant and necessary for operation of the BANA Three Parcel;

NOW THEREFORE, in consideration for the mutual promises and agreements set forth herein, BANA Three Corp. and the Village of Glenwood, each agree as follows:

1.0 Incorporation of Recitals.

The forgoing recitals are true, correct, a material part of this mutual waiver and are incorporated herein as if they were fully set forth in this Section.

2.0 Waiver of BANA Three Corp.

BANA Three Corp. for and on behalf of its successors, assigns, and transferees, as the Owner of the BANA Three Parcel, forever waives and releases any rights, including the right to enforce, it may have under the Declarations of Covenants, Conditions, Restrictions, Easements and Reciprocal Rights Agreement recorded in the Office of the Cook County Recorder of Deeds on December 19, 2001 as document No. 0011209437 (the "Declarations") against any and all property that is subject to said Declarations as well as against any current or future owners and successors in interest of any property that is subject to the Declarations.

3.0 Waiver of the Village of Glenwood.

The Village of Glenwood, for and on behalf of its successors, assigns, and transferees, as the owner of the Glenwood Parcels, forever waives and releases any rights, including the right to enforce, it may have under the Declarations of Covenants, Conditions, Restrictions, Easements and Reciprocal Rights Agreement recorded in the Office of the Cook County Recorder of Deeds on December 19, 2001 as document No. 0011209437 against the BANA Three Parcel and any future owners and successors in interest of any portion of the BANA Three Parcel.

4.0 Recording. This Mutual Waiver and Release shall be recorded in the Office of the Cook County Recorder of Deeds at the expense of the Village.

IN WITNESS WHEREOF, BANA Three Corp. an Illinois Company, and the Village of Glenwood have executed this mutual waiver and release by its authorized agents pursuant to all requisite authorizations as of the date set forth below.

VILLAGE OF GLENWOOD One Asselborn Way Glenwood, IL. 60425 By: _____ Ronald Gardiner Village President Date: _____, 2023 **ATTEST** _____ Sandra Washington, Glenwood Clerk	**BANA Three Corp.** By: _____ _____ Date: _____, 2023

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to respectively be the President of the BANA Three Corp. executed the forgoing mutual waiver and release as the free and voluntary authorized and binding act of the BANA Three Corp. for the uses and purposes therein set forth.

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

_____
Notary Public

EXHIBIT 1 TO MUTUAL WAIVER

(LEGAL DESCRIPTION OF THE BANA THREE PARCEL)

LOT 4 OF THE LINCOLN CROSSINGS SOUTH RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON MARCH 27, 2024 AS DOCUMENT NUMBER 2408709014.

PINs: 32-04-117-012-0000 and Part of PIN: 32-04-117-008-0000

EXHIBIT 2 TO MUTUAL WAIVER

(LEGAL DESCRIPTION OF THE GLENWOOD PARCELS)

LOTS 1, 2, AND 9 OF THE LINCOLN CROSSINGS SUBDIVISION BEING A RESUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 35 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 2018, AS DOCUMENT NUMBER 1824134092, IN COOK COUNTY, ILLINOIS.

PINs: 32-04-117-001-0000, 32-04-117-002-0000, 32-04-117-009-0000

AND

LOTS 1, 2, 3, 5, 6, AND THE DEDICATED PUBLIC RIGHT-OF-WAY OF THE LINCOLN CROSSINGS SOUTH RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS ON MARCH 27, 2024 AS DOCUMENT NUMBER 2408709014.

PINs: 32-04-117-010-0000; and Part of PIN: 32-04-117-008-0000

CERTIFICATE

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

I further certify that on April 2, 2024, the Corporate Authorities of the Village of Glenwood passed and approved the attached Resolution No. 2024- _____, entitled,

A RESOLUTION AUTHORIZING THE VILLAGE'S CLOSING UPON ITS SALE OF PROPERTY PURSUANT TO A REDEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF SURFACE PARKING

a true and correct copy of which is attached hereto.

Dated at Glenwood, Illinois, this 2nd Day of April, 2024.

_____
Sandra Washington,
Municipal Clerk

FIREWORK DISPLAY CONTRACT SERVICE AGREEMENT
TO ENGAGE THE SERVICES OF FIVE ALARM FIREWORKS AS VENDOR
AND DISPLAY OPERATOR.

THIS AGREEMENT is made this 27th day of March 2024 between the Village of Glenwood, hereinafter "Client" and Five Alarm Fireworks, P.O. Box 67, Tinley Park, Illinois 60477, hereinafter "Vendor". The Client and Vendor, for mutual consideration hereinafter set forth, agree as follows:

1. Definitions:
A. "Authority Having Jurisdiction (AHJ)" means any Government Entity or Official that has jurisdiction for the physical location of the display site and has the authority to grant, approve and sign the firework permit.

B. "Display Site" means the area designated for safe setup and execution of the firework display.

C. "Contract" means this agreement, any addendums, documents, agreements specifically referenced therein.

D. "Vendor" and/or "Operator" means a professional firework display operator contracted or employed by Professional who shall oversee all aspects of the setup, execution, and cleanup of the firework display.

E. "Product" means display fireworks and other consumable goods necessary to execute the display, including but not limited to display shells, exhibition boxes, fuse and electronic match.

F. "Proposal" means Proposal #####, a copy of which has been provided to Client prior to the execution of this contract.

2. Performance:

A. Vendor agrees to provide Client with a Fireworks Display within the Village of Glenwood, Illinois, on July 4, 2024, with a rain date to be determined as set forth in Proposal.

B. Vendor agrees to provide Client with product, equipment, and labor necessary for the execution of the fireworks display as set forth in Proposal.

C. Vendor agrees to provide Client with the correct amount, size and description of product as specified in Proposal. However, the client acknowledges that in the event an item specified in Proposal is unavailable the Vendor shall, without notice; substitute the unavailable product for an item of equal value. Vendor will make every effort to preserve the aesthetics of the show in the event product substitution becomes necessary.

D. Vendor agrees to provide Client with Liability Insurance in the amount of $5,000,000.

E. Client agrees to furnish a safe and reasonable display site for the Village of Glenwood fireworks show and provide security, spectator control, auto parking, and assistance in clearing of debris after the display.

F. Vendor agrees to provide a Firework Permit for the firework display as described in this contract.

G. Client agrees in the event the Authority Having Jurisdiction (AHJ) due to any circumstances or conditions will not sign the firework permit for the firework display as described in this contract then Vendor will not be obligate to provide the firework display as described in this contract.

H. Client agrees to provide any and all other necessary permits for the fireworks display as described in this contract.

I. Client agrees to pay Vendor the sum of $20,000 for the work described in this contract.

J. Client agrees that in the event of the use of the rain date, they will be responsible for the minimum additional labor charge in the amount of $2,000, plus the sum of $20,000 for the work described in this contract, as such, Client agrees to pay the total amount of $22,000.

K. Client agrees that in the event of rain date show cancellation, they will be responsible for the minimum labor charge in the amount of $2,000, plus a restocking fee of 33% of the show budget. As such, Client agrees to pay the total amount of $8,600.

L. Client agrees to pay Vendor a deposit of $8,600 upon entering into the contract. Deposit must be received by Five Alarm Fireworks no later than May 4, 2024. If the display is cancelled by the Client for any reason 60 days or more prior to the display date as described in the contract the Vendor will refund the deposit amount to the Client. If the Client elects to cancel display within 30 days of the scheduled display date, the Client shall forfeit the deposit of $8,600.

M. Client agrees to pay any balance due to Vendor for charges occurring under this contract within 15 days after show date specified in section 2(a). In the event of nonpayment Client acknowledges they may be charged a monthly late fee of 3.5% of any unpaid balance, plus all attorney's fees and all cost of collection incurred in enforcing this agreement.

3. Access Control. Client and Operator agree to share responsibility ensuring that no unauthorized person(s) enters the display site, unless said person(s) is/are escorted by, and supervised by Operator, or Operator's agent.

4. Security. During the display setup, unpacking and loading of product, Client agrees to provide police and/or other crowd security personnel sufficient to ensure adequate patrol to ensure that no unauthorized person(s) enter the display site. During the firing of the display Client agrees to provide police and/or crowd security persons, ensuring adequate patrol of the fallout area. This

security shall be provided until the Lead Shooter (Operator) advises that security is no longer necessary.

5. Display Interruption. Vendor, its agents, employees, or assignees, reserve the right to pause the display in the event that unauthorized person(s) enter the secured display site or the continuation of the display otherwise becomes unsafe.

6. Promotional Use. Vendor may use this display for promotional purposes, including but not limited to videography and photography and providing invitations to current and/or potential customers to view the display setup site and the fireworks display.

7. Force Majeure. Force Majeure: Vendor will take all reasonable steps to complete its obligations under this contract. However, Vendor shall not be held responsible for failure to perform its obligation under this contract if such failure is a result of; Shipment Delays, an act of God including extreme weather [winds of 30mph, lighting] natural disaster, Terrorism, War and/or Pandemic restrictions/mandates. Lead Shooter (Operator) and/or AHJ to make final judgment on whether to fire the display or not fire the display.

8. Indemnification and Limitation of Liability. Client agrees to indemnify, defend, and hold Professional harmless against any and all demands, claims, causes of action, or other liabilities arising from damages, losses, expenses, or cost, including attorney fees, which arise out of the displays(s) which is subject of this contract except for liability which is due solely to negligence on the part of employees or product supplied by the Professional.

9. Choice of Law. This Agreement shall be construed and controlled by the laws of the State of Illinois in Cook County.

10. Forum and Venue. Vendor and Client agree that any cause of action arising under this contract shall be litigated in the Illinois District Court, for the South County of Cook. Client waives any and all claims of lack of personal jurisdiction and forum non conveniens.

11. Severability. In the event that any term, provision, paragraph, article, or section of this Contract is declared fully or partially illegal, void, invalid, or unenforceable by passage or legislation or judicial proceeding, the remainder of that part or provision and the Contract will remain in full force and effect unless the striking of said provision renders performance of this contract by professional as set forth in section two subsection illegal or imposable, in which case this Contract becomes voidable at the option of either party.

12. Differentiate. Five Alarm shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law in the hiring, employment, promotion, or training of personnel. Five Alarm Fireworks certifies that it is an equal opportunity employer.

_____	_____
CLIENT	DATE
_____	_____
FIVE ALARM FIREWORKS	DATE

FIREWORK DISPLAY CONTRACT SERVICE AGREEMENT
TO ENGAGE THE SERVICES OF FIVE ALARM FIREWORKS AS VENDOR
AND DISPLAY OPERATOR.

THIS AGREEMENT is made this 27th day of March 2024 between the Village of Glenwood, hereinafter "Client" and Five Alarm Fireworks, P.O. Box 67, Tinley Park, Illinois 60477, hereinafter "Vendor". The Client and Vendor, for mutual consideration hereinafter set forth, agree as follows:

1. Definitions:
A. "Authority Having Jurisdiction (AHJ)" means any Government Entity or Official that has jurisdiction for the physical location of the display site and has the authority to grant, approve and sign the firework permit.

B. "Display Site" means the area designated for safe setup and execution of the firework display.

C. "Contract" means this agreement, any addendums, documents, agreements specifically referenced therein.

D. "Vendor" and/or "Operator" means a professional firework display operator contracted or employed by Professional who shall oversee all aspects of the setup, execution, and cleanup of the firework display.

E. "Product" means display fireworks and other consumable goods necessary to execute the display, including but not limited to display shells, exhibition boxes, fuse and electronic match.

F. "Proposal" means Proposal #####, a copy of which has been provided to Client prior to the execution of this contract.

2. Performance:

A. Vendor agrees to provide Client with a Fireworks Display within the Village of Glenwood, Illinois, on July 4, 2025, and 2026 with a rain dates to be determined as set forth in Proposal.

B. Vendor agrees to provide Client with product, equipment, and labor necessary for the execution of the fireworks display as set forth in Proposal.

C. Vendor agrees to provide Client with the correct amount, size and description of product as specified in Proposal. However, the client acknowledges that in the event an item specified in Proposal is unavailable Vendor shall, without notice; substitute the unavailable product for an item of equal value. Vendor will make every effort to preserve the aesthetics of the show in the event product substitution becomes necessary.

D. Vendor agrees to provide Client with Liability Insurance in the amount of $5,000,000.

E. Client agrees to furnish a safe and reasonable display site for the Village Of Glenwood fireworks show and provide security, spectator control, auto parking, and assistance in clearing of debris after the display.

F. Vendor agrees to provide Firework Permit for the firework display as described in this contract.

G. Client agrees in the event the Authority Having Jurisdiction (AHJ) due to any circumstances or conditions will not sign the firework permit for the firework display as described in this contract then Vendor will not be obligate to provide the firework display as described in this contract.

H. Client agrees to provide the any and all other necessary permits for the fireworks display as described in this contract.

I. Client agrees to pay Vendor the sum of $46,200 ($22,000 for 2025 and $24,200 for 2026) for the work described in this contract.

J. Client agrees that in the event of the use of the rain date for each year, they will be responsible for the minimum additional labor charge in the amount of $2,200, plus the sum of $22,000 for the work described in this contract, as such, Client agrees to pay the total amount of $24,200 for 2025 and for the minimum additional labor Charge in the amount of $2,420, plus the sum of $24,200 for the work described in this contract, as such, Client agrees to pay the total amount of $26,620 for 2026 if the rain date is utilized in its respective year.

K. Client agrees that in the event of rain date show cancellation, they will be responsible for the minimum labor Charge in the amount of $2,300, plus a restocking fee of 33% of the respective year's show budget, $7,260 for 2025 and $7,986 for 2026.

L. Client agrees to pay Vendor a deposit of $19,846 upon entering the contract. This deposit will be split into two payments, the first payment of $9,560 and must be received by Five Alarm Fireworks no later than May 4, 2025. The second payment of $10,286 must be received no later than May 4, 2026, for the second year. If the display is cancelled by the Client for any reason 60 days or more prior to the display date as described in the contract the Vendor will refund the deposit amount to the Client. If the Client elects to cancel display within 30 days of the scheduled display date, the Sponsor shall forfeit the deposit of $9,560 for 2025 or $10,286 for 2026.

M. Client agrees to pay any balance due to Vendor for charges occurring under this contract within 15 days after show date specified in section 2(a). In the event of nonpayment Client acknowledges they may be charged a monthly late fee of 3.5% of any unpaid balance, plus all attorney's fees and all cost of collection incurred in enforcing this agreement.

3. Access Control. Client and Professional agree to share responsibility ensuring that no unauthorized person(s) enters the display site, unless said person(s) is/are escorted by, and supervised by Operator, or Operator's agent.

4. Security. During the display setup, unpacking and loading of product, Client agrees to provide police and/or other crowd security personnel sufficient to ensure adequate patrol to ensure that no unauthorized person(s) enter the display site. During the firing of the display Client agrees to provide police and/or crowd security persons, ensuring adequate patrol of the fallout area. This security shall be provided until the Lead Shooter (Operator) advises that security is no longer necessary.

5. Display Interruption. Vendor, its agents, employees, or assignees, reserve the right to pause the display in the event that unauthorized person(s) enter the secured display site or the continuation of the display otherwise becomes unsafe.

6. Promotional Use. Vendor may use this display for promotional purposes, including but not limited to videography and photography and providing invitations to current and/or potential customers to view the display setup site and the fireworks display.

7. Force Majeure. Force Majeure: Vendor will take all reasonable steps to complete its obligations under this contract. However, Vendor shall not be held responsible for failure to perform its obligation under this contract if such failure is a result of; Shipment Delays, an act of God including extreme weather [winds of 30mph, lighting] natural disaster, Terrorism, War and/or Pandemic restrictions/mandates. Lead Shooter (Operator) and/or AHJ to make final judgment on whether to fire the display or not fire the display.

8. Indemnification and Limitation of Liability. Client agrees to indemnify, defend, and hold Professional harmless against any and all demands, claims, causes of action, or other liabilities arising from damages, losses, expenses, or cost, including attorney fees, which arise out of the displays(s) which is subject of this contract except for liability which is due solely to negligence on the part of employees or product supplied by the Professional.

9. Choice of Law. This Agreement shall be construed and controlled by the laws of the State of Illinois in Cook County.

10. Forum and Venue. Vendor and Client agree that any cause of action arising under this contract shall be litigated in the Illinois District Court, for the South County of Cook. Client waives any and all claims of lack of personal jurisdiction and forum non conveniens.

11. Severability. In the event that any term, provision, paragraph, article, or section of this Contract is declared fully or partially illegal, void, invalid, or unenforceable by passage or legislation or judicial proceeding, the remainder of that part or provision and the Contract will remain in full force and effect unless the striking of said provision renders performance of this contract by

professional as set forth in section two subsection illegal or imposable, in which case this Contract becomes voidable at the option of either party.

12. Differentiate. Five Alarm shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law in the hiring, employment, promotion, or training of personnel. Five Alarm Fireworks certifies that it is an equal opportunity employer.

_____ _____

CLIENT DATE

_____ _____

FIVE ALARM FIREWORKS DATE

MEMORANDUM

Date: March 28, 2024

To: Mayor and Board of Trustees

From: Brian D. Mitchell

Re: Fieldhouse Rentals Recommendations

With the recent upgrading of the fieldhouses, we are requesting the recommendation to increase the fieldhouse rental fee. Currently, a $300.00 deposit is required, if the facility is not cleaned to the fieldhouse policy requirements the $300.00 refund is forfeited in its entirety. With the recent upgrade of the fieldhouses, we have updated the maximum occupancy to the following:

Occupancy

Arquilla	80 people
Forest	70 people
Hickory Glen	120 people
Blakey Sr. Center	110 people

Fee Chart

2023-Current	2024-Recommendation
$200 Resident ($15.38 an hour/13 hours)	$300 Resident ($23.07 an hour/13 hours)
$325 Non-Resident ($25 an hour/13 hours)	$425 Non-Resident ($32.69 an hour/13 hours)
$300 Deposit	$300 Deposit

Comparables

Lansing

Resident	$ 975.00 ($75 an hour/13 hours)
Non-Resident	$1,950.00 ($150 an hour/13 hours)
	$ 150.00 Deposit

South Holland

Resident	$ 975.00 ($75 an hour/13 hours)
Non-Resident	$1,170.00 ($90 an hour/13 hours)
	$ 250.00 Deposit

Chicago Heights

Resident	$ 975.00 ($75 an hour/13 hours)
Non-Resident	$1,300.00 ($100 an hour/13 hours)
	$ 250.00 Deposit

With the fee increase, it will be our goal to be comparable to other municipalities and stay within an affordable range.

DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
231 SOUTH LA SALLE STREET, SUITE 1500
CHICAGO IL 60604

March 6, 2024

Planning, Programs &
Project Delivery Division

Ronald Gardiner
Mayor
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

Dear Mayor Gardiner,

I would like to inform you that enclosed to this letter is the signed Project Partnering Agreement (PPA) dated March 6, 2024 between the Department of the Army and the Village of Glenwood (Glenwood) for the expansion of an existing detention basin and installation of a large box sewer to convey 100-year storm even.

Per this signed PPA Glenwood will cost share this project with USACE by providing 25% of the project cost. The 25% amount as stated in the PPA is $391,666.

At this time the Department of the Army hereby issues a written request to Glenwood for the amount of $391,666. These funds will be used to advertise and award the construction contract to perform the work mentioned above. Please provide the amount requested in the form of electronic fund transfer no later than March 22, 2024. Please use the enclosed electronic fund transfer information to perform this transaction.

If you have any questions, please contact me at 312-846-5560 or on my cell 312-860-0123.

Sincerely,

SAMARA.IMAD.1230417250

Digitally signed by SAMARA.IMAD.1230417250
Date: 2024.03.06 15:43:06'00'

Imad N. Samara
Project Manager

Enclosures

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
VILLAGE OF GLENWOOD, ILLINOIS
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
VILLAGE OF GLENWOOD, INFRASTRUCTURE IMPROVEMENTS PROJECT

THIS AGREEMENT is entered into this 6 day of March, 2024, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Chicago District (hereinafter the "District Commander") and the Village of Glenwood, Illinois (hereinafter the "Non-Federal Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for the Village of Glenwood, Infrastructure Improvements Project at Village of Glenwood, Cook County, Illinois was authorized by Section 219(f)(54) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219");

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "increment of work" means design and construction of features, as generally described in a Letter Report, and approved by the District Commander for Chicago District. The initial increment of work consists of the expansion of the existing detention basin plus the installation of a large box sewer to convey 100-year storm events, as generally described in the Letter Report for Village of Glenwood Infrastructure Improvements Project, Glenwood, Cook County, Illinois, dated January 2024 and approved by the District Commander for Chicago District on January 26, 2024. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government's costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government's supervision and administration costs; the Non-Federal Sponsor's creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "in-kind contributions" means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for Great Lakes and Ohio River Division (hereinafter the "Division Commander"). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term "betterments" means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds

required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in

writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such

appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds $10,000, up to a maximum of $25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Illinois would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be $1,591,666, with the amount of Federal funds available for such work limited to $1,200,000. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be $391,666, which includes creditable real property interests projected to be $0, creditable relocations projected to be $0, creditable in-kind contributions projected to be $0, and the amount of funds required to meet its minimum 25 percent cost share projected to be $391,666. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this

Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Mayor
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

If to the Government:
District Commander
U.S. Army Corps of Engineers, Chicago District
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

ROCKWELL.KENNETH.PAUL.1237939120 Digitally signed by ROCKWELL.KENNETH.PAUL.1237939120 Date: 2024.03.06 08:14:48 -06'00'

BY: _____

KENNETH P. ROCKWELL
Colonel, U.S. Army
Commanding

DATE: 3/6/24

VILLAGE OF GLENWOOD, ILLINOIS

BY: _____

RONALD GARDINER
Mayor

DATE: 2/29/24

CERTIFICATE OF AUTHORITY

I, _John Donahue_____, do hereby certify that I am the principal legal officer of the _Village of Glenwood__, Illinois, that the _Village of Glenwood_, Illinois is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the _Village of Glenwood __, Illinois in connection with the __Glenwood Water Infrastructure Project__, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the __Village of Glenwood_____, Illinois have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 20th day of February 2024.

John F. Donahue

John Donahue
Village of Glenwood Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RONALD GARDINER
Mayor
Village of Glenwood

DATE: FEBRUARY 20, 2024