

**BOARD OF TRUSTEES MEETING  
TUESDAY, AUGUST 16, 2022  
7:00 P.M.  
AGENDA NO. 2022-02**

CALL TO ORDER BY

*Mayor Ronald J. Gardiner*

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK

*Sandra Washington*

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

Presentation of the Special Board Meeting Minutes of July 28, 2022  
Presentation of the Regular Board Meeting Minutes of August 3, 2022

**TREASURER'S REPORT**

1. Bills Payable – Corporate \$304,886.04 Water \$166,284.00, TIF State Street \$97.50, Glenwoodie \$27,896.71, TIF Halsted South \$3,510.00, **Total All Funds \$502,674.25**
2. Payroll as of the date August 12, 2022, Corporate in the amount of \$111,267.00, Sewer & Water \$12,967.00, Glenwoodie \$38,134.00, Paid on Call \$23,465.00, Elected Officials \$333.00  
**OVERTIME**: Police \$10,218.00, Sewer & Water \$507.00, Public Works OT \$273.00  
**TOTAL PAYROLL \$197,164.00**

OPEN TO PUBLIC

**COMMUNICATIONS**

**MAYOR'S OFFICE:**

1. Approval of Request for Executive Closed Session under Section 2 (c ) (1) Personnel with action to be taken and no reason to reconvene at the end of the meeting.

**ATTORNEY'S REPORT**

*John F. Donahue*

1. Approval of an Amended Redevelopment Agreement for Opilka Enterprises II Corp.(Tuscan Gardens) to address the Village Board's previous decision to give more time for the completion of the work.
2. An Ordinance Amending Section 102-396 and Appendix B of the Glenwood Village Code to provide for the Permitting of Oversize and Overweight Vehicles.
3. Consideration of revisions to the Village's Crime Free Housing Ordinance.
4. Approval of a Redevelopment Agreement with OM Glenwood Realty, LLC.
5. Approval to engage Anthony Uzemack MAI to appraise the Village owned Glenwood Plaza lots for the audit for the year ending April 30, 2022.

BOARD MEETING AGENDA  
AUGUST 16, 2022  
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VILLAGE ADMINISTRATOR  
Report

*Brian D. Mitchell*

DEPARTMENT REPORTS

Public Works

*Bill Manousopoulos*

1. Approval to enter a Commercial Flat Contract with M & M Home Remodeling Services.
2. Approval of Concrete Overlay in the Village of Glenwood with Gallagher Asphalt.

NEW BUSINESS

OLD BUSINESS-

ADJOURNMENT

*Ronald J. Gardiner (CW)*

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Ronald J. Gardiner  
Village President

Posted and distributed 08/12/22.

ACS FINANCIAL  
08/11/2022 13:13:32

Schedule of Bills by (Fnd/Dpt)

VILLAGE OF GLENWOOD  
GL060S-V08.17 RECAPPAGE  
GL540R

FUND RECAP:

FUND DESCRIPTION	DISBURSEMENTS
01 CORPORATE FUND	304,886.04
10 WATER ACCOUNT	166,284.00
68 TIF-STATE STREET	97.50
70 GLENWOODIE GOLF COURSE	27,896.71
73 TIF HALSTED SOUTH	3,510.00
TOTAL ALL FUNDS	502,674.25

BANK RECAP:

BANK NAME	DISBURSEMENTS
BLUE CORPORATE	304,886.04
GREEN WATER	166,284.00
RED GLENWOODIE GOLF COURSE	27,896.71
SITJ TIF-STATE STREET	97.50
TIFS TIF HALSTED SOUTH	3,510.00
TOTAL ALL BANKS	502,674.25

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

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

ACS FINANCIAL 08/11/2022 13:13:32 Schedule of Bills by (Fnd/Dpt) VILLAGE OF GLENWOOD  
GL050S-V08.17 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 081622 COMMENT... BOARD MEETING 08/16/2022

DATA-JE-ID DATA COMMENT  
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W-08162022-233 BOARD MEETING 08/16/2022

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

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
BALANCE SHEET						
DEARBORN LIFE INSURANCE JULY 2022 AUGUST 2022	1,543.40	VOLUNTARY EMPLOYEE DED P	01.000.2119	206304 07012022		P 233 00043
DELTA DENTAL PLAN OF ILL 08/01/2022 - 08/31/2022	401.00	VOLUNTARY EMPLOYEE DED P	01.000.2119	206307 1584419		P 233 00052
08/01/2022 - 08/31/2022	335.15	VOLUNTARY EMPLOYEE DED P	01.000.2119	206308 1584417		P 233 00051
	736.15	*VENDOR TOTAL				
	2,279.55	.....				
ADMINISTRATION						
ARROW STRATEGY GROUP JUNE 2022	4,150.00	CONTRACT SERVICES	01.100.9020	206237 JULY2022		P 233 00006
AT & T 708 753-2449 816 6	19.73	TELEPHONE	01.100.9120	206212 07-25-2022		P 233 00008
708 757-3861 848 7	249.56	TELEPHONE	01.100.9120	206266 07192022		P 233 00009
	269.29	*VENDOR TOTAL				
CINTAS VILLAGE HALL	43.97	OFFICE SUPPLIES	01.100.9111	206240 5109326792		P 233 00018
COMCAST 8771 40 050 0018256	31.53	COMPUTER-PROGRAMS & EQUI	01.100.9634	206242 07212022		P 233 00032
DEARBORN NATIONAL LIFE JULY 2022 AUGUST 2022	33.00	GROUP INSURANCE AND HOSP	01.100.9160	206303 07012022		P 233 00044
DONAHUE & ROSE PC JULY 2022	10,589.00	LEGAL SERVICES	01.100.9151	206196 999		P 233 00059
INDUSTRIAL TIF	68.25	LEGAL SERVICES	01.100.9151	206244 1000		P 233 00053
ROCHESTER ROSS JULY 2022	1,189.50	LEGAL SERVICES	01.100.9151	206246 1002		P 233 00055
	11,846.75	*VENDOR TOTAL				
FUSION CLOUD SERVICES, L BACKUP SERVER	799.56	TELEPHONE	01.100.9120	206311 28624843		P 233 00076
GOVOFFICE LLC WEBSITE HOSTING	1,020.00	COMPUTER-PROGRAMS & EQUI	01.100.9634	206316 INV220862		P 233 00083
HERITAGE TECHNOLOGY SOLU VOG LAP TOP	2,865.78	COMPUTER-PROGRAMS & EQUI	01.100.9634	206254 230604		P 233 00089

Schedule of Bills by (Fnd/Dpt)  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
ADMINISTRATION						
HOMWOOD DISPOSAL SERVIC 7854952 7816168 7777787	220,414.56	HOMWOOD DISPOSAL	01.100.9888	206197 4/1/22-8/1/22		P 233 00090
YARDWASTE STICKERS	2,750.00	YARD WASTE STICKER EXP	01.100.9250	206255 7873833		P 233 00091
	223,164.56	*VENDOR TOTAL				
JUST GAMING ENTERTAINMEN GAMING TRUCK NTL. NO	425.00	DONATIONS/MEMORIALS	01.100.9187	206201 08/02/2022		P 233 00095
LANER MUCHIN JULY 2022	2,783.93	LEGAL SERVICES	01.100.9151	206256 625049		P 233 00096
AUGUST 2022	2,750.00	LEGAL SERVICES	01.100.9151	206271 626422		P 233 00097
	5,533.93	*VENDOR TOTAL				
MARTIN WHALEN OFFICE SOL PRINTERS	232.95	COMPUTER-PROGRAMS & EQUI	01.100.9634	206187 IN3727643		P 233 00098
MELLON BANK LAKISHA HARRIS 3/22-6/22	11,110.00	CONTRACT SERVICES	01.100.9020	206198 MARCH/JUNE 22		P 233 00100
NICOR GAS 99-61-94-1000 6	2,099.86	UTILITIES	01.100.9180	206227 07/26/2022		P 233 00124
03-45-27-1000 1	70.30	UTILITIES	01.100.9180	206229 07-26-2022		P 233 00123
	2,170.16	*VENDOR TOTAL				
PITNEY BOWES LEASE	695.52	POSTAGE	01.100.9114	206325 3105610490		P 233 00133
PITNEY BOWES PURCHASE PO POSTAGE	41.98	POSTAGE	01.100.9114	206260 07212022		P 233 00134
RUNCO OFFICE SUPPLY COPY PAPER	407.16	OFFICE SUPPLIES	01.100.9111	206192 873942-0		P 233 00145
OFFICE SUPPLIES	269.69	OFFICE SUPPLIES	01.100.9111	206329 875787-0		P 233 00146
OFFICE SUPPLIES	23.11	OFFICE SUPPLIES	01.100.9111	206330 875875-0		P 233 00149
OFFICE SUPPLIES	103.24	OFFICE SUPPLIES	01.100.9111	206331 875865-0		P 233 00148
COFFEE/SUGAR	138.17	OFFICE SUPPLIES	01.100.9111	206332 875791-0		P 233 00147
	941.37	*VENDOR TOTAL				
TROPHIES & AWARDS PLUS, SMITH NAME PLATE	22.00	OFFICE SUPPLIES	01.100.9111	206291 625		P 233 00171
WILLIAM HARDY DJ FOR NATL. NIGHT OUT	350.00	DONATIONS/MEMORIALS	01.100.9187	206207 08/02/2022		P 233 00174

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
ADMINISTRATION						
WIFELI LLP						
#3 APRIL 30, 2021 AUDIT	4,750.00	ACCOUNTING SERVICES	01.100.9152	206263 2081569		P 233 00175
XEROX FINANCIAL SERVICES						
LEASE PAYMENT JULY 2022	1,049.25	COPY MACHINE EXPENSE	01.100.9113	206236 3383295		P 233 00176
	271,546.60					
PUBLIC WORKS						
COM ED						
4371043064	51.19	UTILITIES	01.300.9180	206216 07202022		P 233 00025
0283059209	43.75	ENERGY STREET LIGHTING	01.300.9221	206267 08042022		P 233 00029
0603011043	3.76	UTILITIES	01.300.9180	206268 08022022		P 233 00028
	98.70	*VENDOR TOTAL				
COMCAST						
8771 40 050 0136801	283.37	UTILITIES	01.300.9180	206300 07272022		P 233 00034
DEARBORN NATIONAL LIFE						
JULY 2022 AUGUST 2022	23.10	GROUP INSURANCE AND HOSP	01.300.9160	206303 07012022		P 233 00045
FEECE OIL CO.						
FUEL	1,336.50	GAS AND OIL	01.300.9210	206252 3904274		P 233 00070
MENARDS						
LAKESTONE	100.80	MAINT - MUNICIPAL GROUND	01.300.9441	206285 33896		P 233 00101
BLADE	157.78	PURCHASE-GENERAL TOOLS/E	01.300.9550	206287 38768		P 233 00111
HOSE	47.97	PURCHASE-GENERAL TOOLS/E	01.300.9550	206289 36588		P 233 00103
	306.55	*VENDOR TOTAL				
MONARCH AUTO SUPPLY INC.						
M8 PUBLIC WORKS	159.04	REPAIR & MAINTENANCE-VEH	01.300.9420	206272 6981-566287		P 233 00118
2005 FORD F350 M8	270.91	REPAIR & MAINTENANCE-VEH	01.300.9420	206273 6981-566207		P 233 00117
	429.95	*VENDOR TOTAL				
OTIS ELEVATOR COMPANY						
06/01/2022-06/30/2022	206.70	REPAIR/MAINT MUNICIPAL B	01.300.9430	206232 100400777415		P 233 00128
PIRTEK SOUTH HOLLAND ASSEMBLY	78.58	REPAIR & MAINTENANCE-VEH	01.300.9420	206274 SH-T00011647		P 233 00132
R&R MAINTENANCE FIRE & F 2015 INTERNATIONAL	500.00	REPAIR & MAINTENANCE-VEH	01.300.9420	206275 13074		P 233 00138

Schedule of Bills by (Fnd/Dpt)  
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
PUBLIC WORKS						
R&R MAINTENANCE FIRE & F 2005 FORD F350 M8	1,530.00	REPAIR & MAINTENANCE-VEH	01.300.9420	206276 13419		P 233 00140
	2,030.00	*VENDOR TOTAL				
ROSE PEST SOLUTIONS QUARTERLY SERVICE	126.44	REPAIR/MAINT MUNICIPAL B	01.300.9430	206277 3100834		P 233 00144
SWIFT SAW & TOOL SUPPLY EXTRACTOR SET	193.60	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	206235 F5203		P 233 00160
UNIFIRST CORPORATION VILLAGE HALL MATS	135.80	REPAIR/MAINT MUNICIPAL B	01.300.9430	206279 160 0333255		P 233 00172
POLICE	5,249.29					
AT & T 70875324395248	490.41	TELEPHONE	01.500.9120	206182 75324395248		P 233 00011
CAVE ENTERPRISES BK#106 JULY 2022	55.84	FOOD FOR PRISONERS	01.500.9226	206215 072022		P 233 00017
DEARBORN NATIONAL LIFE JULY 2022 AUGUST 2022	275.00	GROUP INSURANCE AND HOSP	01.500.9160	206303 07012022		P 233 00047
E-COM WIRELESS ACCESS CARDS	3,062.72	COMPUTER-PROGRAMS & EQUI	01.500.9634	206249 968		P 233 00060
FEECE OIL CO. FUEL	2,932.57	GAS AND OIL	01.500.9210	206251 3904275		P 233 00073
FIRESTONE 2017 FORD INTERCEPTOR	281.97	REPAIR & MAINTENANCE-VEH	01.500.9420	206219 228403		P 233 00074
MARTIN WHALEN OFFICE SOL PRINTERS	264.40	COMPUTER-PROGRAMS & EQUI	01.500.9634	206187 IN3727643		P 233 00099
PTS 08/01/22-08/31/22	78.00	TELEPHONE	01.500.9120	206234 2090875		P 233 00137
	7,440.91					

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
FIRE						
AT & T	189.78	TELEPHONE	01.600.9120	206238 07 25 2022		P 233 00007
AT&T MOBILITY	5.36	TELEPHONE	01.600.9120	206239 X08032022		P 233 00012
CITY OF COUNTRY CLUB HIL TRAINING TOWER USE	500.00	PERSONNEL TRAINING	01.600.9181	206183 2022#21BIA		P 233 00021
COMCAST	102.95	TELEPHONE	01.600.9120	206184 07092022		P 233 00031
8771 40 050 0025038	248.53	MAINTENANCE-STATION #1	01.600.9431	206241 07232022		P 233 00033
8771 40 050 0180917	176.53	MAINTENANCE-STATION #2	01.600.9432	206297 08022022		P 233 00036
8771 40 050 0194537	48.92	MAINTENANCE-STATION #1	01.600.9431	206298 07282022		P 233 00035
8771 40 050 0000973	48.92	MAINTENANCE-STATION #2	01.600.9432	206299 07 28 2022		P 233 00030
8771 40 050 0000981	625.85	*VENDOR TOTAL				
COMPLETE DIESEL CARE INC	3,110.00	REPAIR & MAINTENANCE-VEH	01.600.9420	206302 8288		P 233 00041
2008 FORD						
DEARBORN NATIONAL LIFE	33.00	GROUP INSURANCE AND HOSP	01.600.9160	206303 07012022		P 233 00048
JULY 2022 AUGUST 2022						
E-COM	3,062.72	COMPUTER-PROGRAMS & EQUI	01.600.9634	206249 968		P 233 00061
WIRELESS ACCESS CARDS						
ELMORE'S LAWN CARE SERVI	210.00	GRASS CUT/BOARD UP VACAN	01.600.9632	206185 7/25/2022		P 233 00064
MTNC WEEK OF 7/25/2022	300.00	GRASS CUT/BOARD UP VACAN	01.600.9632	206250 08/05/2022		P 233 00063
MTNC. WEEK OF 8/1/2022	510.00	*VENDOR TOTAL				
FEECE OIL CO.	523.90	GAS AND OIL	01.600.9210	206251 3904275		P 233 00071
FUEL	684.07	GAS AND OIL	01.600.9210	206252 3904274		P 233 00069
FUEL	1,207.97	*VENDOR TOTAL				
FORD OF HOMEWOOD	331.94	REPAIR & MAINTENANCE-VEH	01.600.9420	206186 5006349		P 233 00075
PARTS						
HERITAGE TECHNOLOGY SOLU	52.00	COMPUTER-PROGRAMS & EQUI	01.600.9634	206199 230103		P 233 00087
EXTENDED WARRANTY- FIRE	537.78	COMPUTER-PROGRAMS & EQUI	01.600.9634	206253 230492		P 233 00088
FIRESTATION 2 PHONES	589.78	*VENDOR TOTAL				

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
FIRE						
HORIZON MEDICAL PRODUCTS TEST STRIPS/GLOVES	435.50	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	206200 229051		P 233 00092
MENARDS						
SUPPLIES	21.75	MAINTENANCE-STATION #1	01.600.9431	206202 37926		P 233 00104
SUPPLIES	56.95	MAINTENANCE-STATION #1	01.600.9431	206257 38580		P 233 00110
	78.70	*VENDOR TOTAL				
MONARCH AUTO SUPPLY INC.						
AMB 21	104.98	REPAIR & MAINTENANCE-VEH	01.600.9420	206188 6981-565949		P 233 00116
AMB 21	48.22	REPAIR & MAINTENANCE-VEH	01.600.9420	206189 6981-565923		P 233 00115
VEHICLE MTNC. SUPPLIES	98.40	REPAIR & MAINTENANCE-VEH	01.600.9420	206203 6981-566951		P 233 00119
	251.60	*VENDOR TOTAL				
MUNICIPAL SYSTEMS LLC						
ABC JULY 2022	432.50	COMPUTER-PROGRAMS & EQUI	01.600.9634	206258 MS2022-07-77		P 233 00120
NICOR GAS						
54-12-26-1000 6	86.79	UTILITIES	01.600.9180	206259 07 27 2022		P 233 00122
PIONEER OFFICE FORMS, IN						
SALE INSPECTION FORMS	450.28	PRINTING AND ADVERTISING	01.600.9109	206204 95393		P 233 00131
RENTAL INSPECTION FORMS	450.28	PRINTING AND ADVERTISING	01.600.9109	206205 95392		P 233 00130
	900.56	*VENDOR TOTAL				
R&R MAINTENANCE FIRE & F						
2013 FORD EXPLORER	540.00	REPAIR & MAINTENANCE-VEH	01.600.9420	206190 13420		P 233 00141
2008 FORD E350	270.00	REPAIR & MAINTENANCE-VEH	01.600.9420	206191 13415		P 233 00139
	810.00	*VENDOR TOTAL				
SOUTH SUBURBAN COLLEGE						
JEREMY MC KINNEY	287.12	PERSONNEL TRAINING	01.600.9181	206206 06162022		P 233 00158
STONY TIRE INC						
TIRE REPAIR	21.25	REPAIR & MAINTENANCE-VEH	01.600.9420	206261 1-177118		P 233 00159
T & T BUSINESS SYSTEMS I						
PRINTERS QUARTERLY	108.90	COPY MACHINE	01.600.9604	206193 111629		P 233 00166
THOMPSON ELEVATOR INSPEC						
3 INSPECTIONS	150.00	CONTRACT SERVICES	01.600.9020	206344 22-1906		P 233 00169
TRAINING CONCEPTS						
BALANCE OF ORIG. INVOICE	60.00	PERSONNEL TRAINING	01.600.9181	206345 A220251*		P 233 00170

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
FIRE						
ZOLL MEDICAL CORPORATION AED	3,917.78	STATION SUPPLIES	01.600.9290	206264 3539041		P 233 00177
SENIOR CENTER FUND	17,707.10	*****				
AT & T 708 753-2439 524 8	238.80	TELEPHONE/INTERNET	01.800.9120	206211 07252022		P 233 00010
NICOR GAS 74-66-15-1000 3	83.79	UTILITIES	01.800.9180	206228 07 26 2022		P 233 00121
ZONE TRANSPORTATION LLC JULY 2022	340.00	TAXI VOUCHER PROGRAM	01.800.9611	206347 522		P 233 00178
CORPORATE FUND	662.59	*****				
WATER ACCOUNT	304,886.04	**TOTAL FUND**				
SEWER & WATER EXPENDITURES		*****				
AIRGAS NORTH CENTRAL , I RENTAL CYLINDERS	41.48	GAS AND OIL	10.110.9210	206265 9990056642		P 233 00002
ALTERNATIVE ENERGY SOLUT 187TH ST. PUMP STATION	240.00	REPAIR/MAINT - SEWER SYS	10.110.9450	206208 916		P 233 00005
CUMMINS 250KW	270.00	CONTRACT SERVICES	10.110.9020	206209 915		P 233 00004
HICKORY ST. PUMP STATION	1,163.00	CONTRACT SERVICES	10.110.9020	206210 903		P 233 00003
	1,673.00	*VENDOR TOTAL				
BENNY'S CONCRETE MISC. ADDRESSES	11,260.00	MAINT - MUNICIPAL GROUND	10.110.9441	206281 07232022		P 233 00014
CALUMET CITY PLUMBING POLICE DEPT BATHROOMS BLAKEY CENTER	774.50	REPAIR/MAINT - SEWER SYS	10.110.9450	206213 53378		P 233 00016
	600.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	206214 53191		P 233 00015
	1,374.50	*VENDOR TOTAL				
CITY OF CHICAGO HEIGHTS 0701003004-01 METER2	58,528.00	WATER PURCHASES/CHGO HTS	10.110.9608	206194 06012022		P 233 00020

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****				
SEWER & WATER EXPENDITURES						
CITY OF CHICAGO HEIGHTS 0701003005-01 METER1	62,681.60	WATER PURCHASES/CHGO HTS	10.110.9608	206195 06/01/2022		P 233 00019
	121,209.60	*VENDOR TOTAL				
COM ED 0612091031	2,381.86	UTILITIES	10.110.9180	206282 08012022		P 233 00027
COMPLETE DIESEL CARE INC M17	1,620.00	REPAIR & MAINTENANCE-VEH	10.110.9420	206269 8279		P 233 00038
2001 FORD F350 M9	1,140.00	REPAIR & MAINTENANCE-VEH	10.110.9420	206270 8287		P 233 00040
M19 PUBLIC WORKS	3,503.00	REPAIR & MAINTENANCE-VEH	10.110.9420	206283 8286		P 233 00039
M14 PUBLIC WORKS	3,600.00	REPAIR & MAINTENANCE-VEH	10.110.9420	206284 8250		P 233 00037
	9,863.00	*VENDOR TOTAL				
DEARBORN NATIONAL LIFE JULY 2022 AUGUST 2022	53.90	GROUP INSURANCE AND HOSP	10.110.9160	206303 07012022		P 233 00046
FEECE OIL CO. FUEL	2,436.02	GAS AND OIL	10.110.9210	206217 3899112		P 233 00067
FUEL	5,691.98	GAS AND OIL	10.110.9210	206218 3899113		P 233 00068
FUEL	1,967.43	GAS AND OIL	10.110.9210	206251 3904275		P 233 00072
	10,095.43	*VENDOR TOTAL				
GBJ SALES LLC DEGREASER	1,962.00	REPAIR/MAINT - SEWER SYS	10.110.9450	206312 4502		P 233 00082
SMPLR GREEN	1,034.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	206313 4453		P 233 00080
HERBICIDE	1,378.50	REPAIR/MAINT MUNICIPAL B	10.110.9430	206314 4454		P 233 00081
VEHICLE CLEANER	144.50	REPAIR & MAINTENANCE-VEH	10.110.9420	206348 4386.		P 233 00077
HERBICIDE	242.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	206348 4386.		P 233 00078
SEWER SOCK	124.00	REPAIR/MAINT - SEWER SYS	10.110.9450	206348 4386.		P 233 00079
	4,885.00	*VENDOR TOTAL				
INTERSTATE BATTERY OF CH PW M6	146.90	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	206220 316013		P 233 00093
MENARDS OIL/PLUG	30.76	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	206221 37990		P 233 00105
BUNGEE CORDS	21.98	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	206222 38332		P 233 00106
HOSE CLAMP	36.48	REPAIR/MAINT-GEN TOOLS/E	10.110.9425	206223 38534		P 233 00109
NOZZLES/BRASS UNION	41.74	REPAIR & MAINTENANCE-VEH	10.110.9420	206286 34219		P 233 00102
	130.96	*VENDOR TOTAL				
MERTS HVAC SENIOR CENTER	515.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	206224 34496724		P 233 00112

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****				
SEWER & WATER EXPENDITURES						
MERTS HVAC VILLAGE HALL	695.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	206225 40028750		P 233 00113
	1,210.00	*VENDOR TOTAL				
METROPOLITAN INDUSTRIES, DATA SERVICE	500.00	REPAIR/MAINT - SEWER SYS	10.110.9450	206226 INV040844		P 233 00114
NICOR GAS 24-77-37-1000 9	49.33	UTILITIES	10.110.9180	206230 07/28/2022		P 233 00126
31-35-27-1000 3	157.26	UTILITIES	10.110.9180	206231 07/27/2022		P 233 00125
	206.59	*VENDOR TOTAL				
OTIS ELEVATOR COMPANY 08/01/2022-08/31/2022	206.70	REPAIR/MAINT MUNICIPAL B	10.110.9430	206233 100400846026		P 233 00129
POSTMASTER PERMIT	275.00	OFFICE SUPPLIES	10.110.9111	206280 08202022		P 233 00136
RELIANCE SAFETY LANE & S SAFETY INSP. STICKERS	157.50	REPAIR & MAINTENANCE-VEH	10.110.9420	206290 119806		P 233 00143
THIRD MILLENNIUM UTILITY BILLING	612.58	CONTRACT SERVICES	10.110.9020	206278 28035		P 233 00168
	166,284.00	*****				
WATER ACCOUNT	166,284.00	**TOTAL FUND**				
TIF-STATE STREET		*****				
TIF-STATE STREET						
DONAHUE & ROSE PC STATE ST. TIF	97.50	LEGAL SERVICES VILLAGE A	68.680.9151	206247 1004		P 233 00057
	97.50	*****				
TIF-STATE STREET	97.50	**TOTAL FUND**				
GLENWOODIE GOLF COURSE		*****				
GOLF COURSE MAINTENANCE						
COM ED 0465144003	4,363.25	UTILITIES	70.771.9180	206301 07222022		P 233 00026

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****				
GOLF COURSE MAINTENANCE						
DEARBORN NATIONAL LIFE JULY 2022 AUGUST 2022	22.00	GROUP INSURANCE AND HOSP	70.771.9160	206303 07012022		P 233 00049
PORTABLE JOHN, INC. WEEKLY SERVICE	425.15	EQUIPMENT RENTAL	70.771.9433	206327 265690		P 233 00135
REINDERS, INC. PARTS	3,033.92	REPAIR/MAINT-TURF EQUIPM	70.771.9425	206328 4069605-00		P 233 00142
SHADES OF GREEN TURF SUP GREENS APPLICATION	400.00	FERTILIZER	70.771.9741	206334 4277		P 233 00153
GREENS APPLICATION	750.00	FERTILIZER	70.771.9741	206335 4267		P 233 00151
FERTILIZER	450.00	LANDSCAPING	70.771.9435	206336 4272		P 233 00152
FERTILIZER	819.00	LANDSCAPING	70.771.9435	206337 4293		P 233 00156
GREENS APPLICATION	750.00	FERTILIZER	70.771.9741	206338 4295		P 233 00157
FERTILIZER	1,335.00	LANDSCAPING	70.771.9435	206339 4291		P 233 00155
GREENS APPLICATION	125.00	FERTILIZER	70.771.9741	206340 4289		P 233 00154
	4,629.00	*VENDOR TOTAL				
THE HUNTINGTON NATIONAL TORO GROUNDMASTER	68.88	EQUIPMENT LEASE PAYMENTS	70.771.9838	206320 7830140		P 233 00167
GENERAL & ADMINISTRATIVE	12,542.20					
ACUSHNET COMPANY APPAREL	270.39	COGS-SPECIAL ORDERS	70.773.9707	206293 913894771		P 233 00001
DEARBORN NATIONAL LIFE JULY 2022 AUGUST 2022	11.00	GROUP INSURANCE AND HOSP	70.773.9160	206303 07012022		P 233 00050
HARRIS GOLF CARS SALES & BATTERIES	3,484.51	REPAIR/MAINT GOLF CARS	70.773.9419	206317 02-320285		P 233 00084
BATTERIES	376.88	REPAIR/MAINT GOLF CARS	70.773.9419	206318 02-320647		P 233 00085
	3,861.39	*VENDOR TOTAL				
J & S PUBLISHING AUGUST 2022 FRONT PAGE	425.00	PRINTING AND ADVERTISING	70.773.9109	206321 3664		P 233 00094
MENARDS PROPANE CYLINDER SUPPLIES	29.52	COURSE/RANGE/SHOP SUPPLI	70.773.9742	206322 38527		P 233 00108
	259.56	COURSE/RANGE/SHOP SUPPLI	70.773.9742	206323 38515		P 233 00107
	289.08	*VENDOR TOTAL				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE	142.37	REPAIR/MAINT BUILDINGS	70.775.9430	206324 230138221		P 233 00127
GENERAL & ADMINISTRATIVE	4,999.23					
ORIGIN EXTERMINATING SEASONAL						
FOOD AND BEVERAGE						
ATLANE SEALS BANQUET REFUND	500.00	BANQUET CATERING	70.775.9722	206292 08102022		P 233 00013
CLARA'S CATERING 08/02/2022	305.00	BANQUET CATERING	70.775.9722	206294 08022022		P 233 00024
EMMANUEL BAPTIST CHURCH TMLCF OUTING	2,030.00 2,100.00 4,435.00	BANQUET CATERING BANQUET CATERING *VENDOR TOTAL	70.775.9722 70.775.9722 70.775.9722	206295 07272022 206296 07302022		P 233 00022 P 233 00023
COZZINI BROS., INC. 8/4/2022	27.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	206306 C11511502		P 233 00042
ECOLAB 07/25/2022 - 8/24/2022	178.20	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	206305 6270727632		P 233 00062
EVIL HORSE BREWING DELIVERY 07/28/2022	113.00	COGS-ALCOHOLIC BEVERAGE	70.775.9738	206309 EHB-063093		P 233 00065
DELIVERY 08/05/2022	160.00 273.00	COGS-ALCOHOLIC BEVERAGE *VENDOR TOTAL	70.775.9738	206310 EHB-063144		P 233 00066
HARVEY MARKHAM ALUMNI OUTING DEPOSIT REFUND	500.00	BANQUET CATERING	70.775.9722	206319 08102022		P 233 00086
S & J INDUSTRIAL SUPPLY SUPPLIES	460.16	MISC-FOOD SUPPLIES	70.775.9739	206333 1178841-01		P 233 00150
SYSCO FOOD SERVICES DELIVERY 7/26/2022	645.58	COGS-FOOD	70.775.9736	206341 524683168		P 233 00164
DELIVERY 7/26/2022	374.25	COGS-NON-ALCOHOLIC BEV	70.775.9737	206341 524683168		P 233 00165
SUPPLIES	941.29	COGS-FOOD	70.775.9736	206343 524669173		P 233 00163
FOOD	878.59	COGS-FOOD	70.775.9736	206349 524666864.		P 233 00161
CLEANING SUPPLIES	710.00 3,549.71	MISCELLANEOUS *VENDOR TOTAL	70.775.9891	206349 524666864.		P 233 00162
WILKENS FOODSERVICE, INC DELIVERY 08/04/2022	432.21	COGS-FOOD	70.775.9736	206346 572404		P 233 00173
	10,355.28					

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****				
GLENWOODIE GOLF COURSE	27,896.71	**TOTAL FUND**				
TIF HALSTED SOUTH		*****				
TIF HALSTED SOUTH	.....					
DONAHUE & ROSE PC SOUTH HALSTED TIF	1,267.50	LEGAL SERVICES VILLAGE A 73.730.9151	206243 1003			P 233 00056
NORTH HALSTED TIF	48.75	LEGAL SERVICES VILLAGE A 73.730.9151	206245 1001			P 233 00054
WASHLAND JULY 2022	2,193.75	LEGAL SERVICES VILLAGE A 73.730.9151	206248 1005			P 233 00058
	3,510.00	*VENDOR TOTAL				
	3,510.00	.....				
TIF HALSTED SOUTH	3,510.00	**TOTAL FUND**				
AAAA	502,674.25	*TOTAL APPROVAL PLAN				

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
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502,674.25

REPORT TOTALS:

RECORDS PRINTED - 000178

**Schedule of Bills Recap  
Board Meeting 08/16/2022**

Corporate Schedule of Bills	\$ 304,886.04
Blue Cross Blue Shield	\$ 48,506.75
Manual check# 1579	\$ 1,500.00
total bills payable 08/16/2022	\$ 354,892.79

Glenwoodie Golf Course	\$27,896.71
ACH - July 2022	\$10,919.75
total bills payable Glenwoodie	
Golf Course 8/16/2022	\$38,816.46

Fund	Disbursements
Corporate	\$ 354,892.79
Water	\$ 166,284.00
TIFState	\$ 97.50
Glenwoodie Golf Course	\$ 38,816.46
TIF Halsted South	\$ 3,510.00
Total All Funds	\$ 563,600.75

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED

FOR PAYMENT

APPROVED BY :

DATE \_\_\_\_\_

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

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**AMENDED REDEVELOPMENT AGREEMENT**

**Between**

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

**And**

**OPIILKA ENTERPRISES II, CORP.**

**Dated as of August \_\_, 2022**

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## AMENDED REDEVELOPMENT AGREEMENT

This amended redevelopment agreement (the “Amended Agreement”) is made and entered into as of the \_\_\_th day of August, 2022 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the “Village”) and **OPILKA ENTERPRISES II, CORP.** an Illinois Corporation (“Developer”). (The Village and Developer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

### RECITALS

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “Act”) the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. The Village has, in accordance with the Act, by Ordinances nos. 1991-14, 1991-15, and 1991-16, adopted a Redevelopment Plan and Project, designated the Redevelopment Project Area known as the Glenwood Industrial Park Redevelopment Project Area, and adopted tax increment financing for the Glenwood Industrial Park Redevelopment Project Area. These Ordinances were subsequently amended by: (1) Ordinances 1991-24, 1991-25 and 1991-26 ( the “First Amendment”); (2) Ordinances 1992-3, 1992-4 and 1992-5 (the “Second Amendment”); (3) Ordinances 2011-25, 2011-26 and 2011-27 which removed certain property from the Glenwood Industrial Park Redevelopment Project Area (the “Third Amendment”); and Ordinances 2012-18, 2012-19, and 2012-20 which adopted a new budget and extended the term of the Glenwood Industrial Park Redevelopment Project Area by an additional 12 years to December 31, 2027, which is the December 31<sup>st</sup> of the year in which the payment of property tax increment funds will be made to the Village with respect to *ad valorem* taxes levied in the 35<sup>th</sup> calendar year (2026) after the year in which the Industrial Park Redevelopment Project Area was initially adopted (1991) (the “Fourth Amendment”).

C. The “Subject Property” as used in this Amended Agreement is the property described by PIN 32-09-100-016-0000 which consists of the Tuscan Gardens restaurant and its related parking areas. The Subject Property has a common address of 601 W, Holbrook Rd., Glenwood, IL. 60425. The Subject Property is located in the Industrial Park Redevelopment Project Area.

D. The corporate authorities of the Village, after due and careful consideration, have concluded that the renovation/remodeling of the Subject Property will increase the assessed valuation of real estate within the Village, increase economic activity within the Village, provide and/or retain jobs within the Village, and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

E. The rehabilitation and remodeling of the Subject Property would not occur but for the incentives provided for in this Amended Agreement which the Village deems to be reasonable and necessary for the development contemplated by this Amended Agreement.

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

G. At a Village Board meeting held on July 19, 2022 the Developer requested an additional 6 months to complete the redevelopment project and was granted an extension for 6 months by a vote of the Village's corporate authorities. Accordingly, this Amended Redevelopment Agreement is necessary to adjust dates to accommodate the 6-month extension allowed for the completion of the redevelopment project.

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

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

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

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

2.0 **Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Amended Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not enact any ordinances or resolutions removing the Subject Property from the Industrial Park Redevelopment Project Area without the prior written consent of the Developer.

2.1 Opilka Enterprises II, Corp. represents and warrants that it is the owner of the Subject Property and the owner and the operator of the Tuscan Gardens restaurant located within the Subject Property.

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

3.0 **Redevelopment Project.** The Developer desires to rehabilitate and renovate the existing restaurant located upon the Subject Property. The Redevelopment Project shall be defined as including the following essential elements:

- Complete interior build-out of the building immediately north of the existing restaurant to include plumbing, HVAC, electric, framing and all finishes to

establish room for a Specialty Brew Master as well as washrooms and service areas for the adjacent outdoor venue.

- Improvements to the former greenhouse areas to provide storage and indoor athletic challenge areas.
- Building of an entertainment stage and bar service area in the garden section between the north and south exiting buildings.
- Installation of a sound system and acoustic panels and wall systems for an outdoor venue area.
- Remodeling of and enhancements to the front entrance of the restaurant.
- An enclosure for the existing performance area of the garden area.
- Surface improvements in the exiting garden area.

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

4.0 **Plan Approval.** The Developer shall submit to the Village a complete permit application for the construction of the Redevelopment Project with all required documentation including engineering, development and other required plans (the “Plans”) for the Redevelopment Project to be constructed by the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

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

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

5.0 **Construction.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer’s Plans. All work shall be completed in a good and workmanlike manner in accordance with the all applicable federal, state and local laws, ordinances and regulations. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village’s prior consent. The Developer shall allow the Village’s Engineer and staff to inspect and oversee the construction activities on the Subject Property pursuant to Section 5.5 from time to time for the purpose of determining that the work is proceeding in accordance with the approved plans.

5.1 **Completion Date.** On or before December 31, 2022, the construction shall be substantially complete.

5.2 **Construction Costs and Expenses.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify

and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability the Village may suffer or incur in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Amended Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Amended Agreement.

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

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

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

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

**6.0 Definitions.**

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

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services as allowed by 65 ILCS 5/11-74.4-3(q)(1).
2. All costs related to the remodeling of the existing building located on the Subject Property for improvements which are permanently affixed to the building and eligible for payment or reimbursement pursuant to 65 ILCS 5/11-74.4-3(q)(3).

(b) “Eligible Redevelopment Project Costs” are “Redevelopment Project Costs” that have received a Certificate of Eligibility from the Village pursuant to Section 6.9.

(c) “Tax Increment Revenue” means the amount of incremental property tax revenue collected from the Industrial Park Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area which is not otherwise pledged to the payment of any particular obligation. **IT BEING UNDERSTOOD THAT THE VILLAGE’S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY OUT OF THE REAL ESTATE TAX INCREMENT COLLECTED FROM OR DEPOSITED INTO THE INDUSTRIAL PARK REDEVELOPMENT PROJECT AREA.** In the event the Tax Increment Revenue received by the Village is insufficient to pay any amount due under this Amended Agreement, the unpaid amounts shall only be paid, if at all, only when additional Real Estate Tax Increment revenue has been received by the Village.

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

**(a) THE PARTIES AGREE AND UNDERSTAND THAT THE VILLAGE’S PAYMENT OBLIGATIONS UNDER THIS AMENDED AGREEMENT SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT ONLY LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE TAX INCREMENT REVENUE ACTUALLY RECEIVED BY THE VILLAGE FROM THE INDUSTRIAL PARK REDEVELOPMENT PROJECT AREA.**

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

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

Beginning with tax assessment year 2024 (for tax bills payable in 2025) and for each year thereafter, the Developer, and any successor in interest to the Developer, agrees to waive any right it may have to file an appeal of the assessed value of any portion of the Subject Property with either the Cook County Assessor or the Cook County Board of Review. This waiver, however shall not apply to tax assessment year 2024 or to any subsequent tax assessment year if any one of the following conditions are met:

1. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the destruction of any portion of a structure located upon any portion of the Subject Property;
2. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the impact of an act of God such as a flood, tornado etc. or the discovery of an environmental hazard on the any portion of the Subject Property;
3. The assessment appeal is based upon a claimed reduction in the assessed value as a result of a governmental declaration of emergency or governmental order, related to an emergency including, but not limited to a health emergency or a pandemic which substantially impacts the ability to conduct operations on the Subject Property;

4. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the temporary or permanent cessation of operations on the Subject Property;
5. The assessment appeal is based upon a claimed reduction in the assessed value as a result of restrictions on the use of the Subject Property caused by construction of new improvements on the Subject Property;
6. The assessed value of the Subject Property is 105% greater than it was for the prior year; or
7. The assessment appeal is for only that portion of the Subject Property that is no longer included within a Tax Increment Financing District.

Except as restricted in this Section 6.2, nothing contained herein shall prevent the developer from appealing the assessed value of any portion of the subject property to either the Cook County Assessor and/or the Cook County Board of Review.

### 6.3 **Incentive – No Interest, Partially Forgivable, Loan.**

The Parties acknowledge that the Redevelopment Project for the Subject Property as provided in this Amended Agreement will be assisted in part by the use of Tax Increment Revenue to fund a loan from the Village to the Developer for the purpose of paying Village Certified Eligible Redevelopment Project Costs. The terms of this Loan shall be as follows:

- a. **Borrower:** Opilka Enterprises II, Corp.
- b. **Maximum Loan Amount Borrowed:** Total not to exceed \$400,000.00
- c. **Interest rate:** 0%
- d. **Funding:** The Loan proceeds in a total amount not to exceed \$400,000.00 shall be periodically paid by the Village, in its discretion, to either: (1) the Developer for Village Certified Eligible Redevelopment Project Costs paid by the Developer to contractors for performing the Redevelopment Project as described in Article III of this Amended Agreement and the Village approved plans and specifications for such work; or alternatively (2) directly to the contractors for and on behalf of the Developer to pay for Village Certified Eligible Redevelopment Project costs for the performance of the Redevelopment Project as described in Article III of this Amended Agreement and the Village approved plans and specifications for such work. Any payment by the Village of the Loan proceeds shall only be made following the Village's certification of Eligible Redevelopment Project Costs after the filing of an application by the Developer requesting Village certification that the costs are Eligible Redevelopment Project Costs pursuant to Section 6.9. All payments made by the Village under the Agreement between the Parties that existed prior to this Amended Agreement shall be deemed to have been made under this Amended Agreement.

- e. **Loan Repayment:** The total Loan proceeds borrowed shall be paid back by the Developer to the Village in equal, or nearly equal, monthly payments calculated by dividing the amount borrowed by 66. Loan repayments made by the Developer shall be due on the 15<sup>th</sup> day of January, 2023 and on the 15<sup>th</sup> day of each subsequent month with the final 60<sup>th</sup> monthly payment being due on December 15, 2027. In the event the 15<sup>th</sup> day of any month falls on a weekend or a holiday, the monthly payment shall be due on the first business day following the 15<sup>th</sup> day of the month. In the event any additional loan disbursement is made after the due date for any loan repayment, the amounts due for future monthly loan payments shall be adjusted so that the full amount of the loan is repaid by equal, or nearly equal monthly amounts, on December 15, 2027. All payments shall be made to the Village of Glenwood, One Asselborn Way, Glenwood, IL. 60425. This repayment schedule is based upon the Developer's completion of the work on December 31, 2022 but shall still be applicable if the Redevelopment Project work is not completed until after December 31, 2022. If the Developer completes that Redevelopment Project prior to December 31, 2022, the Developer may request that the number of its monthly payments be increased along with a correspondingly earlier due date for the first payment provided the full amount of the loan is repaid by equal or nearly equal monthly payments due on the 15<sup>th</sup> of each month with full payment of the loan being made on December 15, 2027. Early prepayment of the loan may be made without any penalty but shall not change the monthly payment amount due. If a loan payment is not paid when due, that payment shall begin accruing interest calculated at an annual rate equal to 7% per year and any parts thereof for the period from the original due date for the payment to the date full payment of the past due payment and any interest accrued thereon has been made.
- f. **Partial Loan Forgiveness.** If, and only if, the Redevelopment Project work is completed on or prior to December 31, 2022, 50% of the amount loaned shall be forgiven and the monthly payments adjusted accordingly.
- g. **Loan Documentation/Security:** The Loan shall be documented by a Note and Mortgage in the form attached as Exhibit A, both of which must be completed and executed by the Developer. The Developer shall grant the Village a mortgage against all their interests in the Subject Property as security for the full loan amount. The Mortgage shall be recorded with the Cook County Recorder of Deeds. Upon receipt of the full amount owed on the Loan, including any credits against the principal, the Village shall record a release of the mortgage.
- h. **Personal Guarantee:** The Loan, as described herein, shall be contingent upon and of no force or effect until the personal guarantee attached as Exhibit B is properly signed by Robert Opilka.

6.4 **Direct Payment to Contractors.** The Developer and the Village both agree that any Village Certified Redevelopment Project Cost payments made to any contractor of the Developer by the Village, if any, shall only be made for and on behalf of the Developer and solely as an accommodation to the Developer so that the Developer does not need to disrupt its cash flow by paying the construction costs and then wait for reimbursement from the Village. The Developer

herein represents and warrants that its request that the Village directly pay any of the Developer's contractors shall be a representation by the Developer that the amounts owed are properly due and owing for work performed for the Redevelopment Project. The Developer and only the Developer shall enter in to a contract for the construction of the Redevelopment Project work. The Village shall not be a party to any contract for the construction of the Redevelopment Project and shall not be a partner, limited partner nor construed to be in a joint venture with the Developer under any contract pertaining to the construction of the Redevelopment Project.

6.5 **Developer's Agreement to Pay Property Taxes.** The Developer agrees that it shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills. All the disbursement of loan funds pursuant to this Amended Agreement are contingent upon the Developer's continued ownership of the Subject Property, the Developer's continuing operation of its restaurant on the Subject Property and the timely payment of all property taxes due for the Subject Property, including all past due property tax payments. No disbursement of any loan funds may be made until all property taxes have been paid for the Subject Property.

6.6 **Accounting.** The Developer shall maintain complete books and records showing the payment of all funds for the construction of the Redevelopment Project in accordance with generally accepted accounting principles. The Developer agrees that, for up to ten years after completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project (including the following, if any: all loan statements, contractor's sworn statements, contracts, subcontracts, bills, material purchase orders, waivers of lien, paid receipts and invoices, bank statements, cancelled checks) in order to confirm that any payments made were made in furtherance of the Redevelopment Project and as permitted under the Act.

6.7 **Property Insurance.** During the construction of the Redevelopment Project the Developer shall at all times maintain Builders' Risk insurance in an amount sufficient to cover the replacement costs of the existing structure and all improvements required to be made as part of the Redevelopment Project. Following the completion of the Redevelopment Project, the Developer shall continue to maintain property insurance sufficient to pay the full replacement cost of the structures on the Subject Property.

6.8 **Liability Insurance.** The Developer shall provide liability insurance, or cause its contractor to provide liability insurance, protecting against all claims and damages that may arise out of the construction of the Redevelopment Project with limits of coverage that shall not be less than \$1,000,000. This coverage shall be provided on an occurrence basis and shall name the Village of Glenwood and the Developer as additional insureds.

6.9 **Certification of Redevelopment Project Costs.**

The Developer shall apply for the issuance of a Certificate of Eligibility by submitting to the Village a written request for certification that describes in detail the cost item for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such bills, contracts, canceled checks evidencing payment, lien waivers,

engineers and owner certificates or other evidence that the Village shall reasonably require to establish satisfactory completion of the work for which reimbursement is sought, payment of the cost, and that the cost constitutes a Redevelopment Project Cost under the provisions of this Amended Agreement and the TIF Act.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Amended Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so, shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are eligible Redevelopment Project Costs and that there has otherwise been compliance with the provisions of this Agreement Agreement, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute Redevelopment Project Cost pursuant to the provisions of this Amended Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The Village shall have thirty-five (35) days after submission of the last required item containing information relating to a Certification Application or the submission of the Certification Application, whichever occurs last, to approve or disapprove a Certification Application and, if the Certification Application is approved, issue a Certificate of Eligibility. If the Certification Application is not approved, the Village shall identify specifically those items that it is not approving and shall issue a Certificate of Eligibility for all other items in the Certification Application.

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

**6.10 Village Accounting.**

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

**6.11 Village's Right to Inspect Books and Records.**

The Developer agrees that, up to two years after completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all loan statements, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices) in order to confirm that reimbursement is being made for Redevelopment Project Costs or other purposes permitted under the Act.

**ARTICLE VII  
GENERAL PROVISIONS**

**7.1 Time of Essence.**

Time is of the essence of this Amended Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Amended Agreement requires their continued cooperation.

**7.2 Default.**

(a) A Party shall be deemed in default and be in breach of this Amended Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Amended Agreement. A failure to pay any monetary amount due shall, notwithstanding any other provision of this Amended Agreement, immediately be a default and a breach of this Amended Agreement and shall not require any notice of default or notice of breach.

(b) Before any failure of any Party to this Amended Agreement to perform its obligations under this Agreement, other than the payment of any monetary amount due, shall be deemed to be a breach of this Amended Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Amended Agreement may be found to have occurred if the non-monetary default has been cured to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

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

(d) If and when any breach of this Amended Agreement has occurred, the non-breaching party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Amended Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Amended Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amended Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

### **7.3 Amendment.**

This Amended Agreement replaces and supersedes all prior Agreements between the Parties. All actions taken by any of the Parties pursuant to any prior Agreement shall be deemed to have been taken under and pursuant to the terms of this Amended Agreement. This Amended Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

### **7.4 Entire Agreement.**

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

### **7.5 Severability.**

If any provision, covenant, agreement or portion of this Amended Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the

application or validity of any other provisions, covenants, agreements or portions of this Amended Agreement and, to that end, all provisions, covenants, agreements or portions of this Amended Agreement are declared to be severable.

**7.6 Illinois Law.**

This Amended Agreement shall be construed its accordance with the laws of the State of Illinois. Venue for any dispute shall be in a Court located in Cook County.

**7.7 Notice.**

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

If to the Village:

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

with a copy to:

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

If to the Developer:

Robert Opilka  
Tuscan Gardens  
601 W. Holbrook Rd.  
Glenwood, IL. 60425

**7.8 Assignment.**

The Developer agrees that they shall not sell, assign or otherwise transfer its rights and obligations under this Amended Agreement, without the approval of the Village.

#### **7.9 Successors and Assigns.**

The agreements, undertakings, rights, benefits and privileges set forth in this Amended Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) as limited by Section 7.8.

#### **7.10 Term of Agreement.**

The term of this Amended Agreement shall commence on the date of the Parties prior Agreement prior to it being Amended and shall terminate upon: (1) the completion of the Redevelopment Project and the full repayment of all Loan amounts due to the Village; or (2) the proper termination of this Amended Agreement under, or as a result of, any term of this Amended Agreement. The termination of this Amended Agreement shall have no effect upon the Village's right to foreclose upon the mortgage given to the Village or to recover any amounts due the Village under the Note. The termination of this Amended Agreement shall have no effect on the Village's rights to enforce or recover any amounts due the Village under any personal guarantee.

#### **7.11 Interpretations.**

This Amended 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 Amended Agreement.

#### **7.12 Exhibits.**

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

#### **7.13 Independent Contractors.**

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

#### **7.14 Rights of Third Parties.**

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

#### **7.15 Headings.**



Given under my hand and official seal  
and sworn to before me this \_\_\_\_<sup>th</sup> day  
of \_\_\_\_\_, 202\_\_

---

Notary Public

**EXHIBIT A**

(MORTGAGE AND NOTE)

Prepared by and after recording  
Return to:

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

## MORTGAGE

Dated: \_\_\_\_\_

THIS INDENTURE WITNESSETH:

That the undersigned mortgagor, **OPILKA ENTERPRISES II, CORP.** an Illinois Limited Corporation, do hereby mortgage and warrant to the Village of Glenwood, a municipal corporation under the Constitution and laws of the State of Illinois of One Asselborn Way, Glenwood, Cook County, Illinois, 60425, ("mortgagee"), the following described real estate, situated in Cook County, Illinois:

**The North 300 feet of the South 340 feet (as measured along the West line) (except the West 60.0 feet of said South 340 feet as measured to the most Southerly West line and except the Southeasterly 40.0 feet) of the following 2 parcels taken as a tract.**

**Parcel 1: The East 309.67 feet of the Northwest quarter of the Northwest quarter of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian, (except from said premises the West 165 feet of the East 196.77 feet of the South 340 feet of the Northwest quarter of the Northwest quarter of Section 9 aforesaid and except that part of the East 309.67 feet of the Northwest quarter of the Northwest quarter of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian, lying North of a line 600 feet South of and parallel with the North line of said Northwest quarter of the Northwest quarter of Section 9 and West of a line 196.77 feet West of and parallel with the East line of said Northwest quarter of the Northwest quarter of Section 9 and except that part of the Northwest quarter of the Northwest quarter of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of a line 600 feet South of and parallel with the North line of said Northwest quarter of the Northwest quarter of Section 9 and lying West of a line 196.77 feet West of and parallel with the East line of said Northwest quarter of the Northwest quarter of Section 9) in Cook County, Illinois.**

Also

**Parcel 2: That part of the Northeast quarter of the Northwest quarter of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian, lying West of the center line of Glenwood Road (except the West 90.33 feet of the North 600 feet of the Northeast quarter of the Northwest quarter of Section 9) all in Cook County, Illinois.**

32-09-100-016-0000

Commonly known as: 601 W. Holbrook, Glenwood, Illinois 60425

(Hereinafter "property," "real estate," or "premises")

Together with all buildings, improvements, fixtures, or appurtenances now or to be erected on the property, which are declared to be a part of the real estate whether physically attached to it or not; and also together with all easements and the rents, issues, and profits of the premises that are hereby pledged, assigned, and transferred to mortgagee, whether now due or to become due under or by virtue of any lease or agreement for the use or occupancy of the property or any part of it, whether such lease or agreement is written or verbal and whether it is now or may be hereafter existing;

To have and hold the property, with the buildings, improvements, fixtures, appurtenances, apparatus, and equipment unto mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of Illinois, which rights and benefits mortgagor does hereby release and waive. Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by this mortgage, the note shall be marked paid and delivered to the maker or the maker's successor, together with this mortgage duly canceled and a release deed thereof executed.

This Mortgage is given by **OPIKA ENTERPRISES II, CORP.** ("mortgagor"), as owner to the Village of Glenwood to secure (a) the payment of a certain indebtedness from mortgagor to mortgagee evidenced by a note made by mortgagor in favor of mortgagee bearing even date herewith in a principal sum that shall not exceed Four Hundred Thousand Dollars (\$400,000.00), that is payable as provided in the note, and on any additional advances made by mortgagee to mortgagor or mortgagor's successors; (b) the performance of the other agreements in the note, which note is hereby incorporated herein and made a part hereof; and (c) any future advances as herein provided, and to secure the performance of mortgagor's covenants and agreements contained in this mortgage. A copy of the Note is attached hereto as Exhibit 1.

#### SECTION ONE. PAYMENT OF PRINCIPAL AND INTEREST; TAXES; INSURANCE.

Mortgagor Covenants as Follows:

(A) To pay the indebtedness and any interest thereon as herein and in the note provided, or according to any agreement extending the time of payment thereof, and to pay when due and before any penalty attaches all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges against the property (including those previously due), and to furnish mortgagee on request, duplicate receipts therefore and all such items extended against the property shall be conclusively deemed valid for the purposes of this requirement;

(B) To keep the improvements now or hereafter on the premises insured against damage by fire, windstorm, and such other hazards or liability as mortgagee may require to be insured against, until the indebtedness is fully paid, or in case of foreclosure, until the expiration of

the period of redemption, for the full and insurable value thereof, in such companies and in such form as shall be satisfactory to mortgagee; and in case of loss under the policies, mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims under them, and mortgagors agrees to sign, on demand, all receipts, vouchers, releases, checks, and drafts required of mortgagor to be signed by insurance companies. Mortgagee shall be named as a loss payee on the Mortgagor's property insurance. Mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness hereby secured, to a restoration of the property, or to the discharge of any obligation insured against, but payments shall continue to be made by mortgagor when due until the indebtedness is paid in full. Mortgagor hereby appoints any officer of mortgagee as Mortgagor's attorney in fact to receipt for and endorse in the name of mortgagor or mortgagor's successor in title all checks and drafts received in payment of any casualty loss;

(C) Immediately after destruction or damage, to commence and properly complete the rebuilding or restoration of buildings and improvements now or hereafter on the premises unless mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering the destruction or damage;

(D) To keep the premises in good condition and repair without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien of this mortgage;

(E) Not to suffer or permit any unlawful use of or nuisance to exist on the property nor to diminish nor impair its value by any act or omission to act;

(F) To comply with all requirements of law with respect to the mortgaged premises and their use;

(G) Not to suffer or permit, without the prior written permission of mortgagee, (1) any use of the property for any purpose other than that for which it is now used, (2) any alterations, additions, demolition, removal, or sale of any improvements, apparatus, appurtenances, fixtures, or equipment now or hereafter on the property, it being understood that the mortgagee hereby consents to the renovation and remodeling of the structure to be constructed on the real estate by mortgagor pursuant to the Amended Redevelopment Agreement (3) a purchase on conditional sale, lease, or agreements under which title is reserved in the vendor, of any apparatus, fixtures, or equipment to be placed in or on any buildings or improvements on the property;

(H) To complete within a reasonable time any buildings or improvements now or at any time in the process of erection on the premises, in accordance with the plans and specifications furnished to mortgagee by mortgagor. In the event of the failure of mortgagor to do so, mortgagee at its option may complete the buildings or improvements and the amount expended therefore shall be so much additional indebtedness secured hereby;

(I) To appear in and defend any proceeding that in the opinion of mortgagee affects its security under this mortgage, and to pay all costs, expenses, and attorney fees incurred or paid

by mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage;

(J) That mortgagor will not convey or cause to be conveyed mortgagor's equity of redemption in and to the real estate above described, without the prior written consent of mortgagee;

(K) That whenever mortgagor fails to procure and deliver to mortgagee a renewal insurance policy to protect against the hazards enumerated above not less than 60 days before the expiration date of the policy, mortgagee is authorized to procure the renewal policy of insurance and the premium therefore, and shall be paid by mortgagor on demand; and

(L) Mortgagee shall have the right to inspect the premises at all reasonable times and access shall be permitted for that purpose.

#### SECTION TWO. PROTECTION OF LIEN. Mortgagor Further Covenants:

That in the case of failure to perform any of the covenants in this mortgage, mortgagee may do on mortgagor's behalf everything so covenanted; mortgagee may also do any act it may deem necessary to protect the lien hereof. Mortgagor will repay on demand any money paid or disbursed by mortgagee for any of the above purposes and such money, together with interest thereon at a rate of five percent (5%) per annum above the interest rate then payable on the indebtedness shall become so much additional indebtedness hereby secured, and if not so repaid, may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of the premises if not otherwise paid. Mortgagee need not inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring mortgagee to advance any money for any purpose or do any act under this mortgage. Mortgagee shall not incur any personal liability on account of anything it may do or omit to do under this mortgage.

#### SECTION THREE. SECURING PAYMENT OF NOTE.

It is the intent hereof to secure payment of the note, whether the entire amount has been advanced mortgagor at the date hereof or at a later date, or having been advanced, is repaid in part and further advances made at a later date.

#### SECTION FOUR. ASSUMPTION OF DEBT.

Except as prohibited by law, the undersigned agrees that in the event the real estate described herein is sold or conveyed to any person other than the undersigned, then the note secured by this mortgage shall become at once due and payable, anything herein contained to the contrary notwithstanding.

#### SECTION FIVE. SUCCESSOR IN INTEREST.

In the event of the ownership of the property or any part of it becomes vested in a person other than mortgagor, mortgagee may, without notice to mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with mortgagor, and may forbear to sue or may extend the time of payment of

the debt hereby secured without discharging or in any way affecting the liability of mortgagor under this mortgage or on the debt secured by it.

#### SECTION SIX. TIME OF THE ESSENCE.

Time is of the essence. If default is made in performing any covenant herein or making any payment under the note or obligation or any extension or renewal thereof, if proceedings are instituted to enforce any other lien or charge on or against any of the property, on the filing of a proceeding in bankruptcy by or against any mortgagor, if any mortgagor makes an assignment for the benefit of mortgagor's creditors or if mortgagor's property is placed under the control or in the custody of any court, if any mortgagor abandons any of the property or in the event of the transfer of, or agreement to transfer, any right, title, or interest in the property or any part of it, or if any mortgagor fails to complete within a reasonable time any building or buildings now or at any time in the process of erection on the premises, then mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of the lien or any right of mortgagee under this mortgage to declare, without notice all sums secured hereby immediately due and payable, whether or not the default is remedied by mortgagor, and to apply toward the payment of the mortgage indebtedness any indebtedness of mortgagee to mortgagor, and mortgagee may also immediately proceed to foreclose this mortgage, and then any foreclosure sale may be made of the premises in mass without offering the several part separately. In the event that the ownership of the property or any part of it becomes vested in a person other than mortgagor and any part of the sum secured hereby remains unpaid, and in the further event that mortgagee does not elect to declare such sums immediately due and payable, mortgagor shall pay a reasonable fee to mortgagee to cover the cost of amending the records of mortgagee to show the change of ownership.

#### SECTION SEVEN. FORECLOSURE.

On the commencement of any foreclosure, the court in which the complaint is filed may at any time either before or after sale and without notice to mortgagor or any party claiming under mortgagor, and without regard to the then value of the premises, or whether the same is occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rent, issues, and profits of the premises during the pendency of the foreclosure suit. The statutory period of redemption, and such rents, issues, and profits, when collected, may be applied before as well as after the sheriff's or magistrate's sale, toward the payment of the indebtedness, cost, taxes, insurance, or other items necessary for the protection and preservation of the property, including the expenses of the receivership, or on any deficiency decree whether there is a decree therefore in personam or not, and if the receiver is appointed the receiver shall remain in possession until the expiration of the full period allowed by the statute for redemption, whether there is a redemption or not, and until the issuance of a deed in case of a sale, but, if no deed is issued, until the expiration of the statutory period during which it may be issued. No lease of the premises shall be nullified by the appointment or entry in possession of a receiver, but the receiver may elect to terminate any lease junior to the lien of this mortgage. On the foreclosure of the premises, there shall be allowed and included as an additional indebtedness in the decree of sale, all expenditures and

expenses together with interest thereon at the statutory rate which may be paid or incurred by or on behalf of mortgagee for attorney fees, mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, transcriber's fees, sheriff's and magistrate's fees and commissions, court costs, publication costs, and costs that may be estimated as to and include items to be expended after the entry of a decree of procuring all such abstracts of title, title searches, examinations and reports, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as mortgagee may reasonably deem necessary either to prosecute the suit or to evidence to bidders at any sale held pursuant to the decree the true title to or value of the premises; all of which amounts, together with interest as herein provided, shall be immediately due and payable by mortgagor in connection with:(A) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note secured hereby; (B) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (C) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding that might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the premises, there first shall be paid out of the proceeds all of the above items, then the entire indebtedness whether due or payable by the terms hereof or not and the interest thereon to the time of such sale, and the excess, if any, shall be paid to mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money.

#### SECTION EIGHT. CONDEMNATION.

In the event the mortgaged property or any part of it is taken by condemnation, mortgagee is hereby empowered to collect and receive all compensation that may be paid for any property taken or for damages to any property not taken by condemnation. All condemnation money so received shall be promptly applied by mortgagee as it may elect to the immediate deduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged.

#### SECTION NINE. REMEDIES CUMULATIVE

Each right, power, and remedy herein conferred on mortgagee is cumulative of every other right or remedy of mortgagee, whether herein or by law conferred, and may be enforced concurrently. No waiver by mortgagee of performance of any covenant herein or in the obligation contained shall thereafter in any manner affect the right of mortgagee to require or enforce the performance of the same or any other of the covenants. Wherever the context requires, the masculine gender as used in this mortgage shall include the feminine, and the singular number shall include the plural. All rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of mortgagor and successors and assigns of mortgagee. The powers contained in this mortgage may be exercised as often as the occasion therefore arises.



**EXHIBIT 1 TO MORTGAGE**  
(Promissory Note)

**NOTE**

Not to exceed \$400,000.00

Glenwood, Illinois

August\_\_\_\_, 2022

For value received, **Opilka Enterprises II, Corp.** (“Developer” or “Mortgagor”) promises to pay to the order of the Village of Glenwood (“Village”), the amount borrowed from the Village pursuant to the Amended Redevelopment Agreement entered into between the Village and the Developer (the “Amended Agreement”) in an amount that shall not exceed \$400,000.00 (Four Hundred Thousand Dollars) due to the Village pursuant to the following terms:

The terms of this Loan shall be as follows:

- a. **Borrower:** Opilka Enterprises II, Corp.
- b. **Maximum Loan Amount Borrowed:** Total not to exceed \$400,000.00
- c. **Interest rate:** 0%
- d. **Funding:** The Loan proceeds in a total amount not to exceed \$400,000.00 shall be periodically paid by the Village, in its discretion, to either: (1) the Developer for Village Certified Eligible Redevelopment Project Costs paid by the Developer to contractors for performing the Redevelopment Project as described in Article III of the Amended Agreement and the Village approved plans and specifications for such work; or alternatively (2) directly to the contractors for and on behalf of the Developer to pay for Village Certified Eligible Redevelopment Project costs for the performance of the Redevelopment Project as described in Article III of the Amended Agreement and the Village approved plans and specifications for such work. Any payment by the Village of the Loan proceeds shall only be made following the Village’s certification of Eligible Redevelopment Project Costs after the filing of an application by the Developer requesting Village certification that the costs are Eligible Redevelopment Project Costs pursuant to Section 6.9 of the Amended Agreement. All payments made by the Village under the Agreement between the Parties that existed prior to this Amended Agreement shall be deemed to have been made under this Amended Agreement.
- e. .
- f. **Loan Repayment:** The total Loan proceeds borrowed shall be paid back by the Developer to the Village in equal, or nearly equal, monthly payments calculated by dividing the total amount borrowed by 60. Loan repayments made by the Developer shall be due on the 15<sup>th</sup> day of January, 2023 and on the 15<sup>th</sup> day of each subsequent month with the final 60th monthly payment being due on December 15, 2027. In the event the 15<sup>th</sup> day of any month falls on a weekend or a holiday, the monthly payment shall be due on the first business day following

the 15<sup>th</sup> day of the month. In the event any additional loan disbursement is made after the due date for any loan repayment, the amounts due for future monthly loan payments shall be adjusted so that the full amount of the loan is repaid by equal, or nearly equal monthly amounts, ending on December 15, 2027. All payments shall be made to the Village of Glenwood, One Asselborn Way, Glenwood, IL. 60425. This repayment schedule is based upon the Developer's completion of the work on December 31, 2022 but shall still be applicable if the Redevelopment Project work is not completed until after December 31, 2022. If the Developer completes the Redevelopment Project prior to December 31, 2022, the Developer may request that the number of its monthly payments be increased along with a correspondingly earlier due date for the first payment provided the full amount of the loan is repaid in equal or nearly equal payments on December 15, 2027. Early prepayment of the loan may be made without any penalty. If a loan payment is not paid when due, that payment shall begin accruing interest calculated at an annual rate equal to 7% per year and any parts thereof for the period from the original due date for the payment to the date full payment of the past due payment and any interest accrued thereon has been made.

- g. Partial Loan Forgiveness.** If, and only if, the Redevelopment Project work is completed on or prior to December 31, 2022, 50% of the amount loaned shall be forgiven and the monthly payments adjusted accordingly.
- h. Personal Guarantee:** The Loan, as described herein, shall be contingent upon and of no force or effect until the personal guarantee attached as Exhibit C is properly signed by Robert Opilka.

The Developer may pre-pay any portion of the principal at any time without any penalty. But a partial pre-payment of principal or any credit required to be given to the Developer pursuant to the Amended Agreement by the Village shall not reduce any subsequent monthly amounts due under the loan pursuant to this note or the Amended Agreement; which monthly amounts shall continue to be paid until the loan is fully paid.

This note is secured by a mortgage given under the same date as this instrument; and all persons to whom this instrument may come are referred to the mortgage for its effect on this note and the application of the amounts paid pursuant to the mortgage, for the procuring of releases of property from its lien on the indebtedness evidenced by this instrument.

This note has also been made pursuant to the Amended Agreement between the Village and the Developer and is subject to those terms of said Amended Agreement as if it were incorporated herein (the "Amended Agreement").

The Developer waives demand, presentment for payment, protest, and notice of nonpayment and of dishonor. The Developer agrees to pay a reasonable attorney's fee, including reasonable appellate court fees, if any, if this note is placed in the hands of an attorney for collection after nonpayment.



**EXHIBIT B**  
(Personal Guarantee of Robert Opilka)

## **PERSONAL GUARANTY OF PERFORMANCE AND PAYMENT**

This GUARANTY OF PERFORMANCE AND PAYMENT (“Guaranty”) is made as of the date executed below by Robert Opilka (“Guarantor”) to and for the benefit of the Village of Glenwood (“Lender”).

1.0 THE LOAN. Opilka Enterprises II, Corp. (“Borrower”) proposes to borrow from the Lender a principal amount not to exceed \$400,000.00 (Four Hundred Thousand Dollars) pursuant to the terms and conditions of an Amended Redevelopment Agreement (“Amended Agreement”) between the Lender and the Borrower and a Note attached to such Amended Agreement. As a condition and inducement to making the Loan, Borrower has requested that the Guarantor duly execute and deliver this Guaranty guaranteeing the lien free completion of the Redevelopment Project as described in the Amended Agreement and repayment of the Loan to the Lender, all of which are considered by the Lender to be material to Lender’s decision to make the Loan and enter into the Amended Agreement. Guarantor represents that the Loan made to Borrower is of a substantial individual benefit to Guarantor and sufficient consideration for Guarantor’s obligations under this Guaranty.

2.0 GUARANTY. Guarantor hereby unconditionally and absolutely warrants and guarantees to the Lender that: (a) the Redevelopment Project shall be completed within the time limits set forth in the Amended Agreement; (b) the Redevelopment Project shall be completed in accordance with the Lender approved plans; (c) the Redevelopment Project will be completed free and clear of any mechanic’s or materialmen’s liens; and (d) that the repayment of the Loan made by the Borrower to the Lender will be made when due pursuant to the Amended Agreement and the Note attached to the Amended Agreement.

3.0 OBLIGATIONS OF GUARANTOR. In the event the Redevelopment Project shall not be completed as set forth in the above paragraph 2, the Guarantor shall: (a) diligently procure the completion of the Redevelopment Project and pay amounts as may be necessary for the completion of the Redevelopment Project; and (b) pay any amounts as may be necessary to discharge any mechanic’s or materialmen’s liens. In the event the Borrower does not make the payments due pursuant to the Amended Agreement and the Note, the Guarantor shall immediately make any payments due the Lender that would otherwise be required to be paid by the Borrower.

4.0 NATURE OF GUARANTY. This Guaranty is an original and independent obligation of the Guarantor, separate and distinct from the Borrower’s obligations to the Lender. The obligations of Guarantor to Lender are direct and primary regardless of the validity or enforceability of the Amended Agreement or the Note against the Borrower. The Guaranty is for the benefit of the Lender and is not for the benefit of the Borrower or any other third party. This Guaranty shall continue until all the obligations of the Guarantor to the Lender have been completed in full.

5.0 GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents to Lender that: (a) no representations or promises of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of the Lender; (c) Guarantor has not, and will not, sell, transfer or dispose of all or substantially all of the Guarantor's assets; (d) this Guaranty will not result in any default or breach of any agreement to which the Guarantor is a party; and (e) that Guarantor has an adequate means of obtaining information on his own concerning Borrower's financial condition on a continuing basis and does not require any information from the Lender.

6.0 GUARANTOR'S WAIVERS. Guarantor waives any right to require Lender: (a) to make any demand or notice of any kind regarding the Borrower's failure to perform under the Amended Agreement or the Borrower's failure to make any payment on the Loan as such information is within the inherent knowledge of the Guarantor; (b) to proceed directly against the Borrower before seeking the enforcement of this Guaranty; (c) to proceed to enforce its security interest against the Borrower's property before seeking the enforcement of this Guaranty; or (d) to pursue any type of remedy that the Lender may have or take any action of any type before seeking the enforcement of this Guaranty. Guarantor also waives any and all rights or defenses: (a) which may prevent Lender from bringing any claim against Guarantor before or after Lender seeks to foreclose upon any mortgage it may have on the Borrower's property; and (b) resulting from any defense or disability the Borrower may have against the full repayment of the Loan. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of their significance and consequences and that, under the circumstances, the waivers are each reasonable and not against any public policy or law. If any such waiver is determined to be contrary to any particular law or public policy, then such waiver shall only be effective to the extent permitted by law.

7.0 LENDER'S RIGHTS AND REMEDIES. Lender shall have and may exercise any or all of the rights and remedies it may have available at law, in equity or otherwise.

8.0 SUBORDINATION OF AMOUNTS OWED BY BORROWER TO GUARANTOR. Guarantor agrees that the Loan to Borrower from Lender, whether now existing or hereinafter created shall be superior to any claim the Guarantor may have against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim the Lender may have against the Borrower. In the event of insolvency and the consequent liquidation of the Borrower's assets by bankruptcy, assignment for the benefit of creditors, voluntary liquidation or otherwise, assets of the Borrower applicable to the payment of claims by both the Lender and the Guarantor shall be paid to the Lender and shall be first applied to the Loan of the Lender to the Borrower. Guarantor hereby assigns any claims it may have against Borrower or any trustee in bankruptcy to Lender to the extent necessary to insure the full payment to Lender on the Loan.

9.0 MISCELLANEOUS.

A. Amendments. This Guaranty constitutes the full understanding of the Lender and Guarantor as to the matters set forth in this Guaranty. No alteration or amendment of this Guaranty shall be effective unless given in writing and signed by the party sought to be charged or bound by the alteration or amendment.

B. Attorney's Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's Attorney Fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Costs and expenses include Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including any attorney's fees and legal expenses related to any bankruptcy proceedings.

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

D. Governing Law/Venue. This Guaranty shall be construed its accordance with the laws of the State of Illinois. Guarantor agrees to venue in the State or federal Courts located in Cook County, Illinois.

E. No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by the Lender. No delay or omission of Lender in enforcing any right shall operate as a waiver of any right the Lender may have. No course of dealing between the Lender and the Guarantor shall waive any of Lender's rights or any of Guarantor's obligations.

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

G. Interpretation. This Guaranty 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 Amended Agreement.

H. Severability. If any provision, covenant, agreement or portion of this Guaranty, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Amended Agreement and, to that end, all provisions, covenants, agreements or portions of this Amended Agreement are declared to be severable.

I. Successors and Assigns. The undertakings, rights, benefits and privileges of this Guaranty shall be binding upon the Guarantors respective successors but may not be otherwise transferred or assigned by the Guarantor without the approval of the Lender.



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Notary Public

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 102-396 AND APPENDIX B OF THE  
GLENWOOD VILLAGE CODE TO PROVIDE FOR THE PERMITTING OF  
OVERSIZE AND OVERWEIGHT VEHICLES**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 16<sup>th</sup> DAY OF AUGUST, 2022**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Glenwood, Cook  
County, Illinois this 16th day  
of August, 2022

**ORDINANCE NO. 2022 - \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 102-396 AND APPENDIX B OF THE  
GLENWOOD VILLAGE CODE TO PROVIDE FOR THE PERMITTING OF  
OVERSIZE AND OVERWEIGHT VEHICLES**

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’s Board of Trustees have determined that the safety, health and welfare of the Village requires that the Village Code be amended to provide for permit fees for oversized and overweight vehicles; 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 102-396.**

Section 102-396 of the Village's Code of Ordinances shall be amended to state in its entirety as follows:

### **103-396 Weight Limits, Dimensions, Routes, Permits and Applications**

(A) Application for overweight and oversize permits. Overweight and oversized vehicles shall only be authorized to operate on Village owned streets after receiving a permit from the Village. Applications for all overweight and oversize permits shall be submitted in the method and form required by the Chief of Police or his or her designee and shall include at a minimum:

1. The name and address of the owner or lessee of the vehicle.
2. Applicant's name and address.
3. Type of permit request, whether it be for a single trip, round trip, or multiple routing.
4. The description and registration number of the power unit.
5. Description of the object or vehicle to be moved.
6. The number of axles of the vehicle or combination of vehicles.
7. The maximum axle weights of all single, tandem or series axles.
8. Maximum gross weight of the vehicle.
9. The maximum width, length and height of the vehicle and load.
10. Requested routing over Village streets to and from a specific location (IDOT permit).

(B) *Issuance of overweight or oversize permits.* Upon receipt of a completed application and proof of payment of the per fee set forth in Appendix B for this Section, the Chief of Police or designee may issue an overweight or oversize permit, subject to the following conditions:

- (1) In consideration of seasonal or other time limitations, the Chief of Police or designee may restrict the number of times of daily trips authorized by each permit, as is consistent with public safety.
- (2) In establishing the routes to be traveled, the Chief of Police or designee may establish the route consistent with public safety, taking into consideration existing traffic, the character of the road or roads, and the configuration of the terrain.

- (3) All permits shall be nontransferable and shall be valid only for the applicant or his or her agent or employee and the specific vehicle listed on the application.
- (4) Every permit shall be carried in the vehicle in paper or electronic form to which it refers and shall be open to inspection by any police officer, or agent of the village.
- (5) No refunds of the permit fee shall be made to the applicant following the issuance of a permit.
- (6) The applicant shall comply with all township, village, county and state statutes, ordinances, regulations, rules, and requirements.
- (7) Altering or falsifying a permit will revoke the applicant's permit privileges for 12 months.
- (8) The Chief of Police or his or her designee is authorized to create and amend reasonable provisions for permits.

(C) For purposes of this section, the following definitions apply:

"A one-way or single trip movement" means one move from the point of origin to the point of destination. Any additional stops between the point of origin and the point of destination are expressly prohibited. Single trip permits are effective for seven consecutive days from the date of issuance unless otherwise directed by the Police Department.

"Round trip movement" means two trips over the same route in opposite directions. Round trip permits are effective for 14 consecutive days from the date of issuance.

"Multiple moves" are those in such proximity to each other in distance or in time, that the Police Department would consider incorporating two or more permit moves within one permit application. Multiple move permits, when granted by the Police Department, shall be for a period not to exceed 90 days from the date of issuance.

"Limited Continuous Operation (LCO)" permits may be issued to a vehicle and load in a like manner as the Illinois Department of Transportation upon presentation of a valid copy of the IDOT-issued LCO permit, and payment of the appropriate fees established in the fee schedule set forth in Appendix B for this Section.

(D) The owner or his or her agent shall submit an application fee based on the fee schedule for a single routing which will be valid for seven calendar days, round trip routing valid for 14 calendar days and multiple and LCO routings valid for a base period of three months. Multiple and LCO permits may be issued for a maximum of four consecutive permit periods (365 days) with the permit fee calculated in the appropriate multiples of the base three-month multiple trip permit. Permits are valid only for the date periods specified on the permit and for the specific vehicle, load and routing as established by the Chief of Police or designee. No substitution of vehicle, load or routing is permitted without expressed written permission by the Chief of Police or his or her designee and the permit must be carried in the vehicle to which the permit applies

(E) The Chief of Police or his or her designee shall prepare and make available an application and permit consistent with and as provided for in this section.

(F) The Chief of Police or his or her designee is authorized to approve the application for approved routes. Upon approval and payment of all required fees set forth in Appendix B for this Section, the Police Department shall issue a permit allowing passage of the oversize and/or overweight vehicles over Village streets. The permit shall be specific and contain:

1. Permit number.
2. The dates the permit is valid.
3. Whether the permit is for single, round, multiple or LCO trip routing.
4. The description of the object or vehicle to be moved.
5. Authorized gross weight, axle weights, width, length, and height.
6. The authorized routing over Village streets including the origin and termination point within the Village.
7. The fee paid.
8. The date and signature of the Chief of Police or his or her designee.
9. In addition, the permit will specify general conditions that the permittee must comply with that are consistent and reasonable for the protection of the public and Village streets.

(G) It is the duty of the permittee to read and familiarize himself or herself with the permit provisions upon receipt. The undertaking of the permit move is deemed prima facie evidence of acceptance of the permit and that:

1. The permittee is in compliance with all operational requirements.
2. All dimension and weight limitations specified in the permit will not be exceeded.

3. All operation, registration, and license requirements have been complied with.
4. All financial responsibilities, obligations, and other legal requirements have been met; and
5. The permittee assumes all responsibility for injury or damage to persons or to public or private property, including his or her own, or to the object being transported, caused directly or indirectly by the transportation or movement of vehicles and objects authorized under the permit. He or she agrees to hold the Village harmless from all suits, claims, damages, or proceedings of any kind, and to indemnify the Village for any claim it may be required to pay arising from the movement.

(H) Fee schedule for permits. Overweight permits for an overweight vehicle, including load, may be applied for, and may be granted per the fee schedule as set forth in the village code of ordinance as set forth in Appendix B for this Section 102-396.

(I) Enforcement/Penalty.

A. The Police Department, individually or collectively, or any other person as determined by the Board of Trustees of the village shall have the authority to enforce all of the provisions of this chapter.

B. Whenever any vehicle is operated in violation of the provisions of a Village permit, whether it be by size, weight or general provisions, either or both the owner or driver of such vehicle shall be deemed guilty and either or both the owner and the driver of such vehicle may be prosecuted for such violation.

C. Three or more violations of this section within a calendar year or nonpayment of application fees, will result in a suspension of permits not to exceed 365 days.

D. Whoever violates or fails to comply with any of the provisions of this chapter, for which no penalty is otherwise provided, shall be subject to the penalty provided in § 1-10 of the General Penalty for Violation of Code, for each offense.

**SECTION 3: AMENDMENT TO APPENDIX B.**

Appendix B of the Village’s Code of Ordinances titled “Schedule of Fees” shall be amended to include the following fees for Section 102-396 of the Village’s Code of Ordinances:

**Section 102-396: Permit Fee Schedule for overweight permit applications:**

Overweight Permit Fee Schedule for single vehicles:

Axels	Gross Weight	Weight in lbs					Single Trip	Round Trip
		Axel	Tandem	2 Axels	3 Axels	4 Axels		
2	48,000	25,000					\$ 25.00	\$ 35.00
2	54,000	28,000					\$ 30.00	\$ 45.00
3	60,000	20,000	40,000				\$ 35.00	\$ 55.00
3	68,000	21,000	48,000				\$ 40.00	\$ 65.00
4	72,000			34,000			\$ 45.00	\$ 75.00
				40,000				
4	76,000			44,000			\$ 50.00	\$ 85.00

Overweight Permit Fee Schedule for vehicles in combination:

Axels	Gross Weight	Weight in lbs			Single Trip	Round Trip	Escort \$65 per/hr.
		2 Axels	3 Axels	4 Axels			
5	88,000	34,000			\$ 35.00	\$ 55.00	
		44,000					
6	88,000	44,000			\$ 40.00	\$ 65.00	
		48,000					
6	100,000	48,000	48,000		\$ 45.00	\$ 75.00	
6	100,000	44,000	54,000		\$ 50.00	\$ 85.00	
6	110,000	44,000	54,000		\$ 55.00	\$ 95.00	
6	120,000	48,000	60,000		\$ 60.00	\$ 105.00	
6	143,000	54,000	78,000		\$ 70.00	\$ 125.00	Yes
7	162,000		75,000		\$ 80.00	\$ 145.00	Yes
8	187,000		75,000	100,000	\$ 90.00	\$ 165.00	Yes

Overweight Permit Fee Schedule for overweight vehicles not described above:

PERMIT SIZE WEIGHT + LOAD (lbs)	SINGLE TRIP	ROUND TRIP	MUL
UP TO 100,000 lbs	\$ 50.00	\$ 75.00	\$150
100,001 to 120,000 lbs	\$ 75.00	\$ 100.00	\$200
120,001 to 150,000 lbs	\$ 100.00	\$ 125.00	
150,001 to	\$ 125.00	\$ 150.00	

**Section 102-396: Permit Fee Schedule for oversize permit applications:**

Permit Fee Schedule for oversized vehicles:

SIZES			LIMITED	SINGLE	ROUND	Escort \$65 per/hr.
WIDE	HEIGHT	LONG	CONT.	TRIP	TRIP	
10 FT	14 FT 6 IN	70 FT	\$100/ ten trips	\$ 30.00	\$ 55.00	
12 FT	14 FT 6 IN	85 FT	\$150/ ten trips	\$ 40.00	\$ 75.00	
14 FT	15 FT	100 FT	N/A	\$ 50.00	\$ 90.00	Yes
18 FT	16 FT 6 IN	120 FT	N/A	\$ 60.00	\$ 105.00	Yes
>18 FT	>16 FT	>120 FT	N/A	\$ 110.00	\$ 205.00	Yes

**SECTION 4: 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 5: 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 6: EFFECTIVE DATE.**

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

**SECTION 7: 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 16th day of August 2022

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 16th day of August 2022.

\_\_\_\_\_  
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 August 16, 2022 the Corporate Authorities of the Village of Glenwood passed and approved Ordinance No. 2022- \_\_\_\_\_, entitled,

**AN ORDINANCE AMENDING SECTION 102-396 AND APPENDIX B OF THE  
GLENWOOD VILLAGE CODE TO PROVIDE FOR THE PERMITTING OF  
OVERSIZE AND OVERWEIGHT VEHICLES**

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

The pamphlet form of Ordinance No. 2022 - \_\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on August \_\_\_\_, 2022, 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. 2022 - \_\_\_\_\_ is attached.

Dated at Glenwood, Illinois, this 16<sup>th</sup> day of August 2022.

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

## **ARTICLE XI. LANDLORDS/CRIME FREE HOUSING**

### **Sec. 26-800. Definitions.**

For the purpose of this article, the following words and phrases shall be defined as follows:

*Landlord* means and shall include the following:

- (1) Any person or entity who alone, jointly, or severally with others has legal title to any land or premises located in the village which is leased in whole or in part for residential purposes; or
- (2) Any person who is an executor, administrator, trustee or guardian of the estate of a legal title holder of land or premises located in the village which is leased in whole or in part for residential purposes; or
- (3) Any person who is a mortgagee in possession, or has been appointed to serve as the trustee of any land or premises located in the village which is leased in whole or in part for residential purposes.
- (4) Any person/entity that owns and occupies a residential dwelling unit and receives a payment from any person (including relatives) for the privilege of occupying any portion of the same residential dwelling unit.

### **Sec. 26-801. License required.**

After May 1, 2008 it shall be unlawful for any landlord to rent any residential property or dwelling unit or any portion of a dwelling unit to another within the village without first obtaining a landlord's license. A separate landlord's license is needed for each building/structure that is in whole or in part rented. The license shall identify the landlord, the address of the building/structure and the units within the structure to which it applies. Additional units that were not included within the initial license obtained may be added to the license by submitting an amended application for the building/structure and paying any increase in fees caused by the additional units. A landlord's license shall not be transferable either as to location or as to licensee. No fines for the violation of this article shall be sought or imposed until after May 1, 2009. After May 1, 2009 a violation of this article shall result in a fine of not less than ~~\$150.00~~~~50.00~~ and not greater than ~~\$750.00~~~~200.00~~ for each violation. Each day that a violation of this article exists shall be a separate and distinct violation.

### **Sec. 26-802. Application for license; contents.**

Application for , or any renewal of, a landlord's license shall be made in writing to the village clerk, signed and notarized by the applicant, and shall include the following information:

- (1) The address for the building or structure for which a landlord's license is sought.
- (2) The type of building/structure (i.e. single-family, condominium, townhouse, multi-family, other).
- (3) The total number of units and the landlord's designation for each unit in the building/structure. If only a portion of the units are being rented, the identity of each unit(s) within the building/structure for which a landlord's license is sought.
- (4) The name, address and telephone number and email address for each landlord and the name of any agent authorized to act on behalf of any landlord(s). ~~If the landlord(s) does not reside or have an office in either Cook, Will, DuPage or Lake County, Illinois, the landlord(s) shall designate an agent who either resides or has an office in the county who is authorized to receive service of any notices or violations of this article.~~
- (5) The name, address and telephone number of any property manager.

- (6) The name, address and emergency phone number of an emergency contact authorized to act for the landlord(s).
- (7) For each unit in the building/structure for which a landlord's license is sought: (a) the name of the tenant(s) or lessee(s) that have contracted with the landlord(s) to lease the unit; (b) the number or designation of the unit given by the landlord(s); (c) whether the lease is written or oral; and (d) the first future date that the landlord(s) can terminate the lease.
- (8) A statement from the landlord(s) indicating that on and after May 1, 2008, every new lease and every renewal/extension of an existing lease it enters into for any residential unit within the village will include the crime free housing addendum required by section 26-803 which shall be signed by both the landlord(s) and the tenant(s)/lessee(s).
- (9) A statement from the landlord(s) indicating that on and after May 1, 2008, it will file with the village a copy of the crime free housing addendum required by section 26-803, signed by both the landlord(s) and the tenant(s)/lessee(s) for each new lease or renewal/extension of a lease that is entered into by the landlord(s) for any residential unit contained within the village.
- (10) A certification that the landlord(s) has read the requirements of this article and understands its contents.
- (11) A notarized certification from the landlord(s) stating that the information disclosed within the application is true and correct.

### Sec. 26-803. Crime free housing addendum.

On and after May 1, 2008, it shall be unlawful for any landlord(s) to enter into a new lease or to renew/extend an existing lease for any residential property within the village that does not include a crime free housing addendum form that, at a minimum, includes the following:

#### CRIME FREE HOUSING ADDENDUM TO LEASE

Address of leased property: \_\_\_\_\_ Glenwood, Illinois 60425, Unit # \_\_\_\_

Name of Tenant(s): \_\_\_\_\_

Name and Address of landlord(s): \_\_\_\_\_

The undersigned tenant(s) herein agree to follow all federal, state, and local criminal and quasi-criminal laws and understand that this requirement is a material term of this lease.

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be held responsible for the conduct of their minor children, ~~and for~~ the conduct of all other individual(s) that they allow to reside at the leased property and the conduct of all individuals the tenant(s) allows or permits to enter upon the leased property. The failure of the tenant(s), the tenants(s) minor children and other persons the tenant(s) allows to reside or enter upon the leased property that the failure of such children or other individual(s) residing at the leased premises to follow all federal, state, and local criminal ~~and quasi-criminal~~ laws may be a breach of a material term of this lease. If there is a conflict between the provisions of this Crime Free Housing Addendum and the terms of the Lease, the terms of this crime free housing addendum shall govern.

~~The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be held responsible for the conduct of all individuals that are invited, allowed or otherwise permitted to enter upon the leased property and that the failure of such individuals to follow all federal, state, and local criminal and quasi-criminal laws while they are present on the subject property may be a breach of a material term of this lease.~~

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be considered to be in breach of a material term of this lease and that they shall be subject to the termination of their lease by the landlord and, at his/her discretion, may proceed to ~~eviction~~ eviction ~~them~~ from the leased property if any one of the following occurs:

- (1) The commission of any criminal activity on or off of the leased property that violates or facilitates the violation of any United States or Illinois or state criminal statute or any criminal violation of the Village of Glenwood's Code of Ordinances which provides that such conduct could be penalized by incarceration for a period of more than six months one year by either: (a) the tenant(s), (b) the tenant's children, or (c) any other individual that resides at the leased premises, ~~or (d) any individual(s) that are invited, allowed or otherwise permitted to enter upon the leased property.~~
- (2) The commission of any criminal activity on the leased property that violates or facilitates the violation of any United States or Illinois state criminal statute or any criminal violation of the Village of Glenwood's Code of Ordinances which provides that such conduct could be penalized by incarceration for a period of more than six months charged as either a felony or a misdemeanor by either: (a) the tenant(s), (b) the tenant's children, (c) any individual(s) that reside at the leased premises, or (d) any individual(s) that are invited, allowed or otherwise permitted to enter upon the leased property.
- (3) The unlawful storage, presence or usage of any controlled substance on the leased property in violation of the Illinois Controlled Substances Act. ~~Except, to the extent~~ the lawful storage, presence or usage of any cannabis products is lawful under the Illinois Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et seq. shall be allowed on the leased property.
- (4) Two or more findings or determinations that violations of one or more of either Article II of Chapter 6 of the Village Code (Sound Amplifying Devices), Section 38-31 of the Village Code (Prohibited Noises) or Section 38-32 of the Village Code (Enumeration of Prohibited Noises) have occurred by anyone present at or within the premises occupied by the tenant(s) within any 12-month time period.

"Criminal Activity" shall be include but not be limited to the offenses of: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale of obscene publications, illegal possession of explosives, unlawful use of weapons, unlawful sale of firearms, illegal gambling, keeping of a place for gambling, concealing a fugitive, violation of the Illinois Controlled Substances Act or the commission of any criminal offenses punishable by imprisonment for more than six months.

Notwithstanding the forgoing, no breach of the lease shall be deemed to have occurred arising out of an incident where:

- a. The contact made to the police or other emergency services was made where (i) the intent was to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- b. The actual or threatened domestic violence or sexual violence is against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- c. The criminal activity or local ordinance violation occurring in the dwelling unit or on the premises is directly related to domestic violence or sexual violence engaged in by a tenant, a member of the tenant's household, guest, or other party against a tenant, a household member, guest, or other party.

The undersigned landlord(s) and tenant(s) herein agree that the terms of this addendum shall be a material part of the lease dated \_\_\_\_\_ between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant(s)) and shall be deemed to be incorporated into the terms of the lease.

<p><b>LANDLORD(S)</b></p> <p>Signature: _____</p> <p>Printed Name: _____</p>	<p><b>TENANT(S)</b></p> <p>Signature: _____</p> <p>Printed Name: _____</p>
------------------------------------------------------------------------------	----------------------------------------------------------------------------

<b>Title:</b> _____	<b>Date:</b> _____
<b>Date:</b> _____	<b>Signature:</b> _____
	<b>Printed Name:</b> _____
	<b>Date:</b> _____

**Sec. 26-804. Penalty.**

No fines for the violation of section 26-803 shall be sought or imposed until after May 1, 2009. After May 1, 2009 a violation of section 26-803 shall result in a fine of not less than \$~~150.00~~~~50.00~~ and not greater than \$~~750.00~~~~200.00~~ for each violation. Each day that a violation of section 26-803 exists shall be a separate and distinct violation.

**Sec. 26-805. Minimum requirements.**

Nothing contained within this article shall prevent a landlord(s) from including a crime free housing addendum or similar requirements that are stricter than the requirements of section 26-803 as part of any lease.

**Sec. 26-806. Landlord's failure to file the crime free housing addendum with the village.**

It shall be unlawful for any landlord to fail to file with the village, a copy of the crime free housing addendum required by section 26-803, signed by both the landlord(s) and the tenant(s)/lessee(s), for each new lease or renewal/extension of a lease of a rental unit in the village. No fines for the violation of this section shall be sought or imposed until after May 1, 2009. If, after May 1, 2009, the crime free housing addendum required by section 26-803 is filed with the village more than 30 days after it was last signed by the landlord(s) or tenant(s), the landlord(s) shall pay a fine of \$~~100.00~~~~25.00~~. If, after May 1, 2009, the landlord(s) has still failed to file the crime free housing addendum required by section 26-803 within 30 days after the village has advised the landlord(s) of this deficiency, then the landlord(s) shall pay a fine of \$~~150.00~~~~50.00~~.

**Sec. 26-807. False statement on an application for a landlord's license; revocation.**

It shall be unlawful for anyone to make a false statement or to provide false information on an application for a landlord's license. A violation of this section shall result in a fine of \$750.00. A final judgment indicating that a violation of this section has occurred shall result in an automatic revocation of the landlord's license that was granted upon the application that included the false statement or the false information.

**Sec. 26-808. License fee.**

The annual license fee for a landlord's license for a single-family, condominium, townhouse or multi-family unit shall be such amount as provided in appendix B, Schedule of Fees, of this Code, as revised from time to time.

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### Sec. 26-809. Term; renewability.

Every license issued pursuant to this article shall expire on ~~the April 30th, 2009~~ after its issuance and shall be renewed from year to year for the period from May 1st through the following April 30th upon completion of: (1) the application required by section 26-802; (2) the payment of the fee required by section 26-808; ~~(3) and the payment of any final judgments owed by the landlord for any fines imposed under sections 26-801, 26-804, 26-806 and 26-807 for the property that is the subject of the license;~~ and (4) the Landlord. ~~A judgment shall not be final for the purposes of this section if an appeal of the judgment is pending.~~ has attended a mandatory meeting with the Village addressing all the requirements of this Article pursuant to Section 26-

### Sec. 26-810. Exceptions.

Any provisions of this article that are either precluded by or inconsistent with any federal or state law, rule or regulation that pertains to any housing program in which the landlord(s) is actually participating shall not be applicable to the participating building/structure. In the event a landlord(s) is participating in a federal or state housing program that would either preclude or be inconsistent with any provision of this article, the landlord(s) shall notify the village in writing of the nature of the inconsistency, identify the provision of this article which is precluded or inconsistent with any federal or state law, rule or regulation and provide the village with all laws, rules and regulations which either preclude or are inconsistent with the terms of this article.

### Sec. 26-811. List of rental units in condominium and homeowner's associations.

Upon the request of the village or, if no such request is made, during the month of February of each year, each condominium association and each homeowners' association which includes dwelling units located in the village shall provide the village with a written list identifying all dwelling units under the jurisdiction of the condominium association or homeowners' association which are being leased or otherwise rented out by the owner of the dwelling unit. The list shall contain the name and address of the owner of each dwelling unit under the jurisdiction of the condominium association or homeowners' association that is being leased and an identification of the unit being leased.

### Sec. 26-812. Nuisance residential rental property.

It is hereby declared a public nuisance and a danger to the public safety, health, welfare and morals of the village and its residents for any person to permit or allow any of the following:

- (1) The rental of a residential unit to a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale of obscene publications, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or the commission of any two or more offense punishable by imprisonment for a period of more than six months under the laws of the State of Illinois or the United States;
- (2) The occupation of a rental residential unit by a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale of obscene publications, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or the commission of any two or more offenses punishable by imprisonment for a period of more than six months under the laws of the State of Illinois or the United States;
- (3) The rental of a residential unit or any portion of a residential unit to a tenant who allows ~~any of the following offenses to occur on the premises being rented or leased by the tenant:~~ commission of ~~three~~ ~~(3)~~ ~~four~~ or more village ordinance violations within the rented premises in a six-month period;

~~(4) — The occupation of a rental residential unit by a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: commission of four or more village ordinance violations in a six-month period.~~

Notwithstanding the forgoing provisions of this section 26-812, none of the conduct referenced in this section 26-812 shall be deemed to be a public nuisance and/or a danger to the public safety, health, welfare and morals of the village and its residents where:

- a. The contact made to the police or other emergency services was made where (i) the intent was to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- b. The actual or threatened domestic violence or sexual violence is against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- c. The criminal activity or local ordinance violation occurring in the dwelling unit or on the premises is directly related to domestic violence or sexual violence engaged in by a tenant, a member of the tenant's household, guest, or other party against a tenant, a household member, guest, or other party.

#### **Sec. 26-813. Prosecution of violations; injunctions.**

Violations of this article are subject to prosecution under the village's administrative adjudication proceedings as now or herein after amended. The provisions of this article shall not preclude the village from using other methods or proceedings to adjudicate alleged violations including without limitation, the institution of an action in the county circuit court, or before any other tribunal having jurisdiction to consider the violation. The village may also institute an action to enjoin any person from committing violations of this article. In the event an action seeking to enjoin the violation of this article is instituted by the village and an injunction issued, the person whose conduct is enjoined shall be required to pay the village for the attorneys' fees and all other costs incurred in obtaining the injunction.

#### **Secs. 26-814. Mandatory Annual Landlord Meeting with the Village.**

Prior to the receipt of an initial landlord's license and prior to the receipt of any renewal of a landlord's license, the landlord, the landlord's property manager or other authorized landlord representative for the property that is the subject of the landlord's license shall attend an annual meeting with the Village to address the landlord's responsibilities under this Article. The Village shall schedule at least 2 group meetings – one on a weekday and one on a Saturday in the month of March during both business and non-business hours and send a notice to landlords of the scheduled dates and times of such meetings at least 30 days before the first scheduled meeting dates. In the event it is necessary for the Village to schedule a meeting under this section at dates and times other than the group meeting dates scheduled by the Village, the landlord license fee shall be twice the fee that would otherwise be payable.

#### **Sec. 26-815. Tenant Pamphlet.**

The Village shall prepare a pamphlet informing tenants of the requirements of this Article and mail the pamphlet to all tenants in the Village of which it has knowledge. The pamphlet may include

such other information deemed advisable to enhance public safety and give notice of other Village Code requirements as deemed advisable.

**Sec. 26-816. Village reports to Landlords.**

On an annual basis, or more often, if needed, the Village’s Police Department shall give notice to the landlord of all criminal charges made against the landlord’s tenant(s) and the status of the prosecution of the charges to the extent known. The notice shall not include: (1) any charges pertaining to domestic or sexual violence; (2) any charges related to any disability; (3) any charges against a minor; (4) any charges or information deemed to be inappropriate; or (5) any information that could interfere with an investigation, prosecution or the safety of Village personnel.

**Secs. 26-817—26-899. Reserved.**

Schedule B – Fees

<b>CHAPTER 22 BUILDINGS AND BUILDING REGULATIONS</b>		
<b>22-84</b>	<b>Building department fees for inspections and administration of building permits</b>	<b>See below</b>

(1) Construction permits for new construction and remodel.

- a. One- and two-family dwellings ~~\$150.00~~~~100.00~~ administrative fee, plus \$10.00 per \$1,000.00 of construction cost.
- b. All other occupancy classes \$100.00 administrative fee, plus \$20.00 per \$1,000.00 of construction cost.
- c. Permit fees for miscellaneous construction as listed below: \$50.00 administration fee plus \$10.00 per \$100,000 of construction cost. (Furnace replacements see electrical fee schedule)
  - 1. Concrete patio, stoop, steps, sidewalks or driveways-installation or repair
  - 2. Asphalt or Bituminous driveways-installation or repair
  - 3. Decks, railings or steps-installation or repair
  - 4. Sheds (permanent or temporary)
  - 5. Fences-not over four feet in height
  - 6. ~~[intentionally omitted] Fences over four feet shall need a variance granted by the Planning/Zoning Board of Appeals (fence variation request...\$50.00)~~
  - 7. Overhead garage door-replacement

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8. Roofs-repair or replacement (roofing company needs state license)
  9. Exterior siding, gutter, soffit, fascia-repair or replacement
  10. Window/patio door-replacement
  11. Tile floor-replacement
  12. Lawn sprinkler system-installed plus \$1.50 per head
- d. Work started prior to the issuance of permit—~~\$100.00~~~~50.00~~ plus permit fee.
  - e. Work started without applying for the proper permit(s)—Three times the cost of the permit.
- (2) *Central air conditioning.*
- a. One- and two-family .....\$50.00
  - b. All other occupancy classes .....100.00
- (3) *Swimming pools.*
- a. One- and two-family aboveground and in-ground an administrative fee of \$50.00, plus \$5.00 per each 1,000 gallons in excess of 10,000 gallons.
  - b. All other occupancy classes, an administrative fee of \$100.00, plus \$10.00 per each 1,000 gallons in excess of 10,000 gallons.
- (4) *Demolition for all structures.*
- a. Shed/garage .....~~\$100.00~~~~50.00~~
  - b. Single story house .....~~\$200.00~~~~150.00~~
  - c. Bi-level and two story house .....~~\$250.00~~~~200.00~~
  - d. All others .....~~\$350.00~~~~300.00~~
- plus an additional \$50.00 for each 5,000.00 square feet.
- (5) *Water system tap-in* .....
- a. Residential: single and two-family .....\$1,500.00
  - b. Residential: multi-family .....2,000.00
  - c. Commercial and industrial .....3,000.00
- (6) *Sewer system tap-in* .....\$1,500.00
- (7) *Sign permits.*
- a. Portable .....\$50.00
  - b. Attached to building: \$5.00 per lineal foot per face (measuring the perimeter) but not less than \$100.00
  - c. Pole and Monumental: \$10.00 per lineal foot per face (measuring the perimeter) but not less than \$100.00
- (8) *Inspection fees.*
- a. All general building inspections (building, electrical and plumbing for new work and remodel shall be .....~~\$75.00~~~~50.00~~
  - b. Re-inspection fee .....50.00
    1. Failure of building to be ready at the time called for inspection.
    2. Any re-inspection past the first re-inspection for the same failure.

c. Occupancy inspections: The fee for the processing and issuing of the certificate of occupancy or duplicate thereof shall be as follows:

1. Single-family residence .....~~\$100.00~~50.00
2. Single-family room addition .....~~\$50.00~~30.00
3. Multiple family residential per unit .....~~\$100.00~~50.00
4. Commercial, industrial and all others .....~~\$200.00~~150.00
5. Additions/alterations in commercial, industrial, and other type use buildings or parts thereof .....100.00

d. Rental Inspections:

1. One- and two-family .....~~50.00~~ \$100.00
2. Condo-single unit .....~~50.00~~ \$100.00
3. Multi-family entire building; per unit .....~~35.00~~\$50.00
4. Common areas .....~~\$35.00~~

e. Point of sale inspections:

1. One- and two-family .....~~\$100.00~~
2. Condo-single unit .....~~\$100.00~~75.00
3. Multi-family/entire building, per unit .....~~\$50.00~~35.00
4. Inspection of any common areas .....~~\$50.00~~

f. Rental and point of sale inspection shall include the first re-inspection, any additional re-inspections shall be an additional per inspection .....~~\$100.00~~50.00

g. Swimming pool annual inspections: .....

1. Residential before June 15 .....~~\$20.00~~10.00
2. Residential after June 15 .....~~\$40.00~~20.00
3. Residential re-inspection .....~~\$15.00~~10.00
4. Commercial .....~~\$100.00~~50.00

h. Elevator inspections:

1. Existing elevators, escalators, dumbwaiters, docklifts, freights and wheelchair lifts .....100.00
  - a. Re-inspection .....50.00 each
2. New installed elevators, escalators, dumbwaiters, docklifts, freights, and wheelchair lifts .....100.00
3. Review of architectural plans, as required .....100.00
4. Follow-up inspection due to building and unit being not completed on day of scheduled inspection .....75.00

(9) Plan reviews

- a. Signs (wall mounted, monumental or pole) .....\$50.00 each
- b. Residential single and two-family (building, electrical & plumbing) .....
  1. Single and two-family .....225.00

2. Senior citizens, 65 years and older .....200.00
3. If review is sent to an outside agency, the fee shall be the cost of the review plus ten percent
- c. Commercial/Industrial (building, electrical and plumbing)
  1. Under \$50,000 total cost .....300.00
  2. \$50,001—\$150,000 .....350.00
  3. \$150,001—\$500,000 .....400.00
  4. Above \$500,001 .....450.00
  5. If review is sent to an outside agency, the fee shall be the cost of the review plus 15 percent ....
- d. Fire system .....150.00
- e. Swimming pools .....
  1. Residential above ground .....~~\$25.00~~20.00
  2. Residential in-ground .....~~\$60.00~~50.00
  3. Commercial/public .....~~\$125.00~~100.00

**(10) Health inspections**

a. Health inspection fees shall be charged when a building permit is required for construction within food service use, including temporary uses and whenever an inspection is called for under [section 50-31 to 50-70](#) of the Village Code of Ordinances. Health inspection fees are in addition to any other required permit and inspection fees.

b. Routine health inspection (restaurants and mercantile food establishments) .....~~\$75.00~~\$50.00

c. Quarterly health in-spection fee .....~~\$~~30.00

d. In the event an establishment fails to complete all corrections required by an initial inspection at the time of a designated re-inspection, a \$100.00 re-inspection fee will be assessed and a date for re-inspection completion established. If the establishment has completed all the corrections by the first re-inspection, no fee will be charged. In the event that further re-inspections are required, fees will be assessed as follows:

1. Second re-inspection .....200.00
2. Third re-inspection .....300.00
3. Fourth re-inspection .....400.00
4. Fifth and higher re-inspection .....500.00

e. Certificate of occupancy

1. Inspection fee for a food service establishment including temporary uses shall be an additional \$30.00 from that as shown. (That inspection fee is not subject to the \$50.00 minimum.)

**(11) Senior citizen fee abatement.** Upon application and proof of qualification, any person residing in Glenwood, age 65 or older, shall be entitled to a fee abatement of ten percent, not to exceed a total abatement of \$250.00, for any building, electrical, plumbing or other construction permit issued through the building department for any work to be performed on their solely owned one-family dwelling which must serve as their principal residence.

<a href="#">26-808</a>	Landlord's license: annual fee for each leased single-family, condominium or townhouse – <u>Prior to March 1, 2022</u>	<del>\$60.00</del> <del>50.00</del>
	<u>Landlord's license: annual fee for each leased single-family, condominium or townhouse – On and after March 1, 2022</u>	<u>\$120.00</u>
	Landlord's license: annual fee for each unit in a multi-family building/structure/per unit - – <u>Prior to March 1, 2022</u>	<del>\$30.00</del> <del>25.00</del>
	<u>Landlord's license: annual fee for each unit in a multi-family building/structure/per unit - – On and after March 1, 2022</u>	<del>\$60.00</del> <del>50.00</del>

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**REDEVELOPMENT AGREEMENT**

**Between**

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

**and**

**OM GLENWOOD REALTY, LLC.**

**Dated as of August \_\_, 2022**

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## **REDEVELOPMENT AGREEMENT**

This redevelopment agreement (the “Agreement”) is made and entered into as of the \_\_\_st day of August, 2022 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the “Village”), and **OM GLENWOOD REALTY, LLC.**, an Illinois Limited Liability Company](the “Developer”), (The Village and Developer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

### **RECITALS**

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “Act”) the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. By Ordinances 2017-18, 2017-19 and 2017-23, the Village established a new South Halsted Redevelopment Project Area

C. The parcel of property described in Exhibit A (the “Subject Property”) is owned by the Village of Glenwood and is located within the South Halsted Redevelopment Project Area.

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

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

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

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

H. The Village advertised the availability of the Subject Property for redevelopment on a service specializing in the listing of commercial properties which allows interested parties

a reasonable opportunity to submit proposals for the development of the Subject Property and has not received any alternative proposals for the redevelopment of the Subject Property.

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

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

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

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

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

**ARTICLE III**  
**CONSTRUCTION OF THE SUBJECT PROPERTY**

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

- A. Construction of a 5,500 square foot first floor retail structure which shall include 4 retail occupancies.
- B. Each retail unit shall include: (1) a self-contained mechanical room; and (2) separate electric, natural gas, HVAC systems and water meters.

C. Each unit shall be served by Village water, Village sanitary sewer, Village stormsewers, electric and natural gas.

D. Building shall be constructed with the incorporation of modern design standards that will enhance the development area and substantially conform to the concept design attached as Exhibit D.

E. The exterior of the retail units shall be constructed with the building materials associated with design criteria established in the renderings attached as Exhibit D.

F. Concrete walkways shall be installed to serve the commercial/retail units.

G. A new asphalt stripped parking surface for 66 vehicles shall be provided plus adequate drive aisles for the drive thru business.

H. All exterior color pallet choices shall be moderate earth tones.

**3.1 Transfer of the Subject Property to the Developer.** The Village and the Developer shall enter into a contract for the transfer the Subject Property from the Village to the Developer substantially in the form attached as EXHIBIT C for a sale price of \$100,000.00 (One Hundred Thousand Dollars) after each and every one of the following have occurred:

**A. Zoning/Parking.** The Developer's receipt of any and all re-zonings, special uses, variances, plan unit development approval, parking variances or zoning amendments requested and/or required for the redevelopment of the Subject Property, if any, pursuant to the terms of this Agreement. The Village shall take action on the Developer's zoning application within 60 days after the zoning application is submitted.

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

**C. Developer's Due Diligence.** The Developer shall have until 60 days after the date this Agreement is approved by the Village to complete its Due Diligence on its acquisition of the Subject Property. Upon the execution of this Agreement, Developer and its agents and contractors shall have the right to inspect the Subject Property to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Subject Property are satisfactory to Developer in all respects, including but not limited to the existence of any title or survey defects, and all other circumstances related to the Developer's intended use of any portion of the Subject Property. From and after the date of this Agreement, Developer and its agents and contractors may upon reasonable advance notice to the Village, enter upon the Subject Property for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations, surveys and appraisals.

Developer shall be responsible for all the costs of its inspection and shall restore any damage caused by its entry and activities upon the Subject Property. Developer shall notify JULIE for a location of utility facilities in advance of any boring. Developer shall indemnify and hold the Village and their respective officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Developer or Developer's agents and contractors with respect to their inspections of the Subject Property.

**D. Liquor License.** The Village's determination that the Developer is Eligible for liquor license for one of the retail units to be built in the Subject property allowing the sale of beer and wine that is sufficient to allow to operation of video gaming within the unit. Developer shall apply for the liquor license and undertake the necessary fingerprinting and background check authorizations as may be required for the licenses sought within 90 days after the execution of this Agreement. The fee for the liquor licenses shall be waived until the occupancy permit for the unit within which liquor will be sold is granted.

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

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

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

**3.4 Construction start and completion.** Subject to reasonable delays caused by weather, winter conditions and *Force Majeure*, the Developer shall begin construction of the improvements on the portion of the Subject Property acquired by the Developer on or before a date that is the later of: (1) 90 days after receipt of MWRD approvals; or (2) June 1, 2024.

Subject to reasonable delays caused by weather, winter conditions and *Force Majeure*, the Developer shall continuously and diligently cause the improvements contained in the approved plans to be expeditiously completed in accordance with all the approved plans and permits in a good and workmanlike manner to achieve 50% occupancy by October 1, 2024.

**ARTICLE IV**  
**REQUIRED APPROVALS AND CONSTRUCTION**

**4.0 Plan Approval.** The Developer shall submit to the Village a complete permit application, with all required documentation including engineering, development and other required plans (the “Plans”) for any work to be constructed by, or on behalf of, the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

**4.1 Construction Approval.** Prior to commencing any work, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes. Until all required approvals for any portion of the work have been satisfied, the Developer shall have no right to proceed with site preparation or construction. The Developer shall expeditiously construct or cause to be constructed the work in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village’s prior consent.

**4.2 Indemnification.** The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developer, its agents, contractors and subcontractors with respect to any work and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the “Indemnitees”) harmless from and against such claims, damages, demands, expenses, liabilities and losses, including, but not limited to, any claims against the Village.

**4.3 No Liens.** No mechanics’ or other liens shall be filed/established against the property upon which any work is being performed, or any Village funds in connection with any portion of the work for labor or materials furnished in connection with any acquisition, demolition, site preparation, construction, additions, modifications, improvements, repairs, renewals or replacements so made; provided, however, that the Developer shall not be in default hereunder if mechanics’ or other liens are filed or established and the Developer contests in good faith said mechanics’ liens or otherwise discharges said liens within 120 days of notice of said liens. In such event the mechanics’ or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not be in violation of this Section if Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics’ or other liens. The Developer shall pay in full any and all liens for which it is found liable.

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

**ARTICLE V**  
**SEWER, WATER, PERMIT FEES**

**5.0. Sewer and Water Main.** The Village represents and warrants that there is: (1) a Village owned 8-inch water main located in the right of way adjacent to the west property line of the Subject Property and (2) a Village owned 6-inch sanitary sewer line located near the north line of the Subject Property. The Developer shall have the ability connect to these water and sewer mains which have the necessary capacity to serve the development as contemplated in the Plans. The Developer shall also have the right to use the existing stormwater detention pond located on PIN 32-04-302-007-0000 that is owned by the Village. Any additional surface area volume control areas and storm water sewers as may be required by the MWRD must be completed as part of the developer's cost.

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

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

**6.1 Definitions.**

(a) "Redevelopment Project" shall mean the Developer's acquisition of the Subject Property and the development of the Subject Property in substantial compliance with the plans attached as Exhibit B and the terms of this Agreement.

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

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

ii) Cost related to the Developer's acquisition of land which shall not exceed \$100,000.00 (One Hundred Thousand Dollars) pursuant to 65 ILCS 5/11-74.4-3(q)(2); and

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

(iv) Costs related to the construction of drive ways, drive aisles, parking areas and pedestrian walking surfaces pursuant to 65 ILCS 5/11-74.4-3(q) & (q)(2); and

(v) Financing costs for the Redevelopment Project including the payment of interest accruing during the estimated period of construction of the Redevelopment Project, which shall not exceed 36 months pursuant to 65 ILCS 5/11-74,4-3(q)(6);

to the extent they are eligible for payment and reimbursement under the Tax Increment Allocation Redevelopment Act. "Eligible Redevelopment Project Costs" are "Redevelopment Project Costs" that have received a Certificate of Eligibility pursuant to Section 6.3. **The Parties recognize that, by statute:**

- (1) the cost to build a privately owned building cannot be an Eligible Redevelopment Project Cost under the Act; and**
- (2) that none of the Redevelopment Project Costs enumerated in the Act or in this Agreement can be an eligible redevelopment project cost if such costs would provide direct financial support to a retail entity initiating operations in the South Halsted Redevelopment Project Area while terminating operations at another Illinois location which is outside the South Halsted Redevelopment Project Area and within 10 miles of the South Halsted Redevelopment Project Area. For the purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.**

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

(a) The Parties acknowledge that the development of the Subject Property as provided and required herein will be assisted in part by the reimbursement of a portion of the Developer's Eligible Redevelopment Project Costs, as certified by the Village, pursuant to Section 6.3. **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS**

**HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY FROM THE TAX INCREMENT REVENUE ACTUALLY RECEIVED BY THE VILLAGE FROM THE SUBJECT PROPERTY THAT IS OWNED BY THE DEVELOPER IN A CALENDAR YEAR.** As the tax increment revenue actually received by the Village from the Subject Property in a given calendar year will be reduced by property tax refunds received by the owner of the Subject Property in the same calendar year from prior years' tax appeals of the Subject Property's assessed valuation, if any, the Developer agrees to provide the Village with records of all tax refund amounts that is received by, or credited to it, on and after January 1, 2023, regardless of whether the refund amount is for a previous tax year. The records of refund payments received by, or credited to the Developer, shall be certified and sworn to by the Chief Financial Officer of the Developer. If the determination of the actual tax increment revenue actually received by the Village in a calendar year is negative, that negative balance shall carry over to the next calendar year for the purpose of determining the actual tax increment revenue received in the next calendar year.

(b) Developer recognizes that the tax increment revenue actually received by the Village in a given calendar year will be reduced by property tax refunds received by the Developer in the same calendar year from prior years' tax appeals pertaining to any portion of the Subject Property, if any. **ACCORDINGLY, BEGINNING AS OF JANUARY 1, 2025, THE DEVELOPER ALSO AGREES THAT IT WILL WAIVE ANY RIGHT TO CHALLENGE, AND NOT IN ANY MANNER CHALLENGE, THE ASSESSED VALUE OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF AS DETERMINED BY THE COOK COUNTY BOARD OF REVIEW FOR THE 2025 OR ANY SUBSEQUENT TAX ASSESSMENT YEAR UNTIL THE EXPIRATION OF THE REDEVELOPMENT PROJECT AREA IN WHICH THE SUBJECT PROPERTY IS LOCATED. THIS WAIVER INCLUDES ANY RIGHT TO APPEAL OR CHALLENGE THE DETERMINATION OF THE ASSESSED VALUE OF ANY PORTION OF THE SUBJECT PROPERTY AS DETERMINED BY THE COOK COUNTY BOARD OF REVIEW INCLUDING BUT NOT LIMITED TO ANY EXISTING OR FUTURE RIGHT THE DEVELOPER MIGHT OTHERWISE HAVE TO: (1) FILE ANY COMPLAINT OR PROCEEDING BEFORE THE ILLINOIS PROPERTY TAX APPEAL BOARD; OR (2) FILE ANY COMPLAINT OR PROCEEDING IN THE CIRCUIT COURT CHALLENGING THE ASSESSED VALUE OF ANY PORTION OF THE SUBJECT PROPERTY; OR (3) PURSUE ANY OTHER METHOD OR PROCEEDING THAT MAY BE AVAILABLE TO IT TO CHALLENGE THE ASSESSED VALUE OF THE SUBJECT PROPERTY AS DETERMINED BY THE COOK COUNTY BOARD OF REVIEW.**

(c) Restriction on assessment appeals to the Cook County Assessor or Board of Review. Beginning with tax assessment year 2025 (for tax bills payable in 2026) and for each year thereafter until the expiration of the South Halsted Redevelopment Project Area, the Developer, and any successor in interest to the Developer, agrees to waive any right it may have to file an appeal of the assessed value of any portion of the Subject Property with either the Cook County Assessor or the Cook County Board of Review. This waiver, however, shall not apply to tax assessment year 2025 or to any subsequent tax assessment year if any one of the following conditions are met:

1. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the destruction of any portion of a structure located upon any portion of the Subject Property;
2. The assessment appeal is based upon a claimed reduction in the assessed value as a result of the impact of an act of God such as a flood, tornado etc. or the discovery of an environmental hazard on the any portion of the Subject Property;
3. The assessment appeal is based upon a claimed reduction in the assessed value as a result of a governmental declaration of emergency or governmental order, related to an emergency including, but not limited to a health emergency or a pandemic which substantially impacts the ability to conduct operations on the Subject Property;
4. The assessment appeal is based upon a claimed reduction in the assessed value as a result of a vacancy within the Subject Property or the temporary or permanent cessation of operations on the Subject Property;
5. The assessment appeal is based upon a claimed reduction in the assessed value as a result of restrictions on the use of the Subject Property caused by construction of new improvements on the Subject Property; or
6. The assessed value of the Subject Property is 105% greater than it was for the prior year.

(d) Thirty days after the Developer substantially completes (as determined solely in the discretion of the Village) all the improvements required to be built by the Developer on the Subject Property, the Village shall reimburse a portion of the Developer's property acquisition costs by paying the Developer \$50,000.00 of the Developer's property acquisition costs. This payment shall be made from the Tax Increment Funds received pursuant to the Act from Cook County for the South Halsted Redevelopment Project Area or from a contiguous Redevelopment Project Area. In the event Tax Increment funds are not available to fully pay the amount due, any unpaid amount shall be paid as soon as sufficient Tax Increment Funds for the South Halsted Redevelopment Project Area or from a contiguous Redevelopment Project Area have been received by the Village. The remaining portion of the Developer's property acquisition costs shall be eligible for reimbursement to the Developer along with the Developer's other Eligible Redevelopment Project Costs from payments due pursuant to Section 6.2(e).

(e) Beginning with the calendar year which begins on the January 1<sup>st</sup> immediately following the granting of an occupancy permit for the Subject Property, and for each calendar year thereafter until the termination of the South Halsted Redevelopment Project Area, the Developer, subject to the payment limitations of this Agreement, shall be reimbursed for its previously unreimbursed Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility in an amount equal to:

- (1) 50% of the actual tax increment revenue received by the Village from the Subject Property for the calendar year after the reduction for any property tax refunds received.

(f) **Maximum Total Payment.** Notwithstanding any other term or provision of this Agreement, the total sum of all payments received by the Developer pursuant to Sections 6.2(d) and 6.2(e) shall not exceed the lessor of 100% of the Developer's actual Eligible Redevelopment Project Costs or \$1,250,000.00 (One Million, Two Hundred Fifty Thousand Dollars) Developer understands that it shall only be reimbursed for Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility from the actual property tax increment revenue received by the Village from the property taxes paid by the Developer for the Subject Property as set forth in Sections 6.2(d) and 6.2(e). The identification of a maximum payment amount in this Section 6.2(f) shall not obligate the Village to make any payments other than those required by Sections 6.2(d) and 6.2(e).

Developer understands and expects that it will likely not receive the maximum payment amount set forth in this Section 6.2(f).

(g) **Maximum Term** Developer understands and recognizes that it shall no longer be eligible to receive a reimbursement of its Eligible Redevelopment Project Costs for which it has received a Certificate of Eligibility pursuant to this Agreement when the **first** of the following occurs: (1) the Developer's receipt of total payments equal to the maximum total payment set forth in Section 8.2(f); (2) if the Developer's Eligible Redevelopment Project Costs are less than the maximum total payment set forth in Section 8.2(f), the Developer's receipt of payments equal to its Eligible Redevelopment Project Costs; or (3) the termination of the South Halsted Redevelopment Project Area.

(h) All the payments due to the Developer pursuant to this Agreement are contingent upon the timely payment of all property taxes billed and due for the Subject Property.

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

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

(k) Developer payments due under this section 6.2 shall be payable to OM GLENWOOD REALTY, LLC.

(l) Developer shall not receive more than 1 payment per calendar year for the payments due under Section 6.2(e). The payment shall be made within 60 days after the later of : (1) the due date for the 2nd installment tax bill, or (2) the date the 2nd installment tax bill is paid by the Developer. Any delay in the receipt of certified and sworn information from the Developer on the amount of any property tax refunds received shall extend the due date for these payments.

### **6.3 Certification of Redevelopment Project Costs.**

The Developer shall apply for the issuance of a Certificate of Eligibility by submitting to the Village a written request for certification that describes in detail the cost item for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such bills, contracts, canceled checks evidencing payment, lien waivers, engineers and owner certificates or other evidence that the Village shall reasonably require to establish satisfactory completion of the work for which reimbursement is sought, payment of the cost, and that the cost constitutes a Redevelopment Project Cost under the provisions of this Agreement and the TIF Act.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so, shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are eligible Redevelopment Project Costs and that there has otherwise been compliance with the provisions of this Agreement, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The Village shall have thirty-five (35) days after submission of the last required item containing information relating to a Certification Application or the submission of the Certification Application, whichever occurs last, to approve or disapprove a Certification Application and, if the Certification Application is approved, issue a Certificate of Eligibility. If the Certification Application is not approved, the Village shall identify specifically those items that it is not approving and shall issue a Certificate of Eligibility for all other items in the Certification Application.

The issuance of a Certificate of Eligibility by the Village shall not constitute approval of or acceptance of the work for which the cost was incurred that is covered by the Certificate of Eligibility for the purpose of indicating that such work complies with the Village Requirements,

including, but not limited to, codes, ordinances and regulations pertaining to the issuance of occupancy permits.

**6.4 Village’s Right to Inspect Books and Records.**

The Developer agrees that, up to two years after completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer’s books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all loan statements, general contractor’s sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices) in order to confirm that reimbursement is being made for Redevelopment Project Costs or other purposes permitted under the Act.

**ARTICLE VII**  
**CLASS 8**

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

**ARTICLE VIII**  
**GENERAL PROVISIONS**

**8.0 Time of Essence.**

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**8.1 Default.**

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

obligations hereunder or breaches or violates any of its representations contained in this Agreement.

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

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

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

## **8.2 Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

## **8.3 Entire Agreement.**

This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior

written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

**8.4 Severability.**

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

**8.5 Illinois Law.**

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

**8.6 Notice.**

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

If to the Village:

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

with a copy to:

John F. Donahue  
Donahue & Rose PC  
9501 W. Devon, Suite 702  
Chicago, IL 60018

If to the Developers:

OM Glenwood Realty, LLC.  
200 S. Frontage Road, Suite 310  
Burr Ridge, IL 60527

**8.7 Assignment.**

The Developers agrees that they shall not sell, assign or otherwise transfer their rights and obligations under this Agreement except upon the written approval of the Village of Glenwood.

**8.8 Successors and Assigns.**

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

**8.9 Term of Agreement.**

The term of this Agreement shall commence on the date it is last executed by one of the parties and shall terminate upon the earlier of the following: (1) the completion of the work as set forth in the approved plans and the reimbursement of all eligible costs that are due to the Developer; (2) the termination of this Agreement for cause; or (3) the termination of the South Halsted Redevelopment Project Area.

**8.10 Interpretations.**

This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

**8.11 Force Majeure.**

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

- A. an Act of God (including, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- B. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- C. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- D. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- E. riot, commotion, strikes, go slows, lock outs or disorder, or

F. acts or threats of terrorism.

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

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

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

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

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

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

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

**8.18 Parking Enforcement.** The Developer shall enter into an agreement with the Village as allowed by Illinois statute (625 ILCS 5/11-209) which allows the enforcement of traffic and parking regulations by the Village of Glenwood to be established by the mutual agreement of the Developer and the Village for the Subject Property which may include, but are not limited to: stop signs, fire lanes, loading zones, handicapped parking, one-way designations and other regulations as deemed necessary and appropriate by the Parties.

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

**VILLAGE OF GLENWOOD**

By: \_\_\_\_\_  
Ronald J. Gardiner, Village President

Date:

ATTEST \_\_\_\_\_  
Sandra M. Washington, Village Clerk

**OM GLENWOOD REALTY, LLC.**

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

Its: Managing Member

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



**EXHIBIT A**

(Legal description of the Subject Property)

PARCEL 1:

LOT 4 IN MARKETPLACE OF GLENWOOD SUBDIVISION OF THE PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 2005 AS DOCUMENT 0518603139, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED JULY 5, 2005 AS DOCUMENT 0518603141 FOR THE PURPOSE OF USE OF THE COMMON AREAS, DETENTION POND MAINTENANCE, ACCESS, UTILITIES, SIGN AND SELF-HELP AS SET FORTH IN SAID DOCUMENT.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT GRANT RECORDED JULY 5, 2005 AS DOCUMENT 0518603142 FOR THE PURPOSE OF PERMITTING DRAINAGE INTO GAY CREEK AND THENCE DOWNSTREAM IN GAY CREEK, AS SET FORTH IN SAID DOCUMENT.

Property Index Number: 32-04-302-004-0000

**EXHIBIT B**  
(Plans for the Development of the Subject Property)

**EXHIBIT C**  
(Contract for the transfer of the Subject Property)

## REAL ESTATE SALE CONTRACT

1. **Purchaser/Price/Property.** OM Glenwood Realty, LLC. an Illinois Limited Liability Company (“Purchaser”) agrees to purchase at a price of \$100,000.00 (One Hundred 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, declarations and restrictions of record; and (b) private, public and utility easements and roads and highways, if any.

3. **Broker.** Each party represents to the other that it did not use the services of any broker so that no broker’s commission needs to be paid.

4. **Closing.** The closing shall occur not more than 30 days after the date the Purchaser executes this Real Estate Contract, at the office of the Title Company, or at such later date the parties may mutually agree to.

5. **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.

6. **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.

**7. 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.

**8. 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 transfer is exempt from any State, County or Village real estate transfer taxes that is applicable because the transfer is made by a public entity.

**9. 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 and any Purchaser 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.

**10. Survey.** Purchaser, at its cost, shall obtain any 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 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, (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 Purchaser's 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 Purchaser's 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 Village represents that the Real Estate is exempt from property taxes since its acquisition by the Village by a deed dated April 13, 2021 and that taxes for year 2020 and certain prior years due at the time the South Suburban Land Bank acquire the property by a deed dated October 30, 2020 were extinguished by the Land Bank's serving of a Section 21-95 notice. The Seller does not yet know whether taxes will be assessed for the period from January 1, 2021 through April 13, 2021. If property taxes are assessed for the period from January 1, 2021 through April 13, 2021, the Purchaser shall be responsible for the payment of same. But, the Village shall assist the Developer and the Developer shall cooperate with the Village for the filing of a complaint seeking a property tax tax exemption for the period from January 1, 2021 through April 13, 2021 and, if granted, a certificate of error for any taxes assessed for the 2021 tax year and the filing of an application for a refund of any 2021 taxes paid by the Developer. The Purchaser shall be responsible for all property taxes assessed and due for the Real Estate on and after the date of sale.

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.

**20. 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.

**21. Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This



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

PARCEL 1:

LOT 4 IN MARKETPLACE OF GLENWOOD SUBDIVISION OF THE PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 5, 2005 AS DOCUMENT 0518603139, IN COOK COUNTY, ILLINOIS.

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Property Index Number: 32-04-302-004-0000

**EXHIBIT D**

(Architect's renderings)

DATE: August 11,2022  
TO: Mayor and Board of Trustees  
FROM: Chief Kevin Welsh  
SUBJECT: Development – 18851 Halsted St.



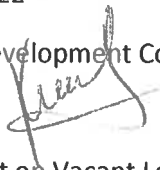
Mr. Kalpesh Patel has come to the Village of Glenwood seeking a pad to develop his restaurant concept. We originally met with Mr. Patel several weeks ago when he was considering land in the south end of the Glenwood Plaza. After intense discussion we settled on him developing the vacant lot north of the Aldo Store at 18851 Halsted St. This land was acquired by the Village in 2020 utilizing the South Suburban Land Bank.

Mr. Patel completed the required documents for the Economic Development process (attached) and has completed the required steps in the format to get to the point of final approval of the Board of Trustees. Mr. Patel has met with the Mayor, Staff, Finance Committee and Economic Development Committee (Committee Meeting Minutes attached).

The RDA is included under Attorney Donahue's agenda item.

Approval of the RDA is requested. The RDA includes a sales agreement showing the sale price and also our standard TIF Incentive package.

If you have any questions or need any further information, please contact me.

DATE: August 3, 2022  
TO: Economic Development Committee  
FROM: Chief Welsh   
SUBJECT: Development on Vacant Lot North of Aldi

We have been working with Mr. Kalpesh Patel to develop this vacant lot that the Village of Glenwood owns. We acquired this through a tax abandonment in 2020.

Attached to this memo you will find his completed ED Packet of information for your consideration at your meeting of August 8, 2022 at 6:30 PM. You will also see the site plan proposed by Mr. Patel.

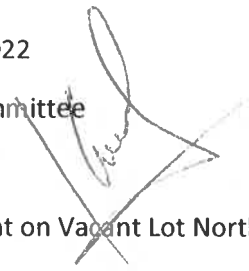
Staff has reviewed the proposal and support the concept.

The Redevelopment Agreement includes our standard offer of 50% reimbursement for TIF eligible expenses repaid as the taxes are paid semi-annually after completion and reset of the real estate taxes. The sale price of the land is set at \$100,000 with 50% reimbursement at time of occupancy and the remainder eligible through the reimbursement model above.

If you have any questions, concerns or need any further information please feel free to contact me.

Mr. Kalpesh will be present at your meeting.

DATE: August 3, 2022  
TO: Finance Committee  
FROM: Chief Welsh  
SUBJECT: Development on Vacant Lot North of Aldi



We have been working with Mr. Kalpesh Patel to develop this vacant lot that the Village of Glenwood owns. We acquired this through a tax abandonment in 2020.

Attached to this memo you will find his completed ED Packet of information for your consideration at your meeting of August 8, 2022 at 5:30 PM. You will also see the site plan proposed by Mr. Patel. I also have the principal's personal financial statements that I will have at your meeting for you to review.

Staff has reviewed the proposal and support the concept.

The Redevelopment Agreement includes our standard offer of 50% reimbursement for TIF eligible expenses repaid as the taxes are paid semi-annually after completion and reset of the real estate taxes. The sale price of the land is set at \$100,000 with 50% reimbursement at time of occupancy and the remainder eligible through the reimbursement model above.

If you have any questions, concerns or need any further information please feel free to contact me.

Mr. Kalpesh will be present at your meeting.

**Project: OM Glenwood Realty, LLC**  
**Glenwood Retail Plaza**



**August 3<sup>rd</sup>, 2022**

**Whoever This May Concern:**

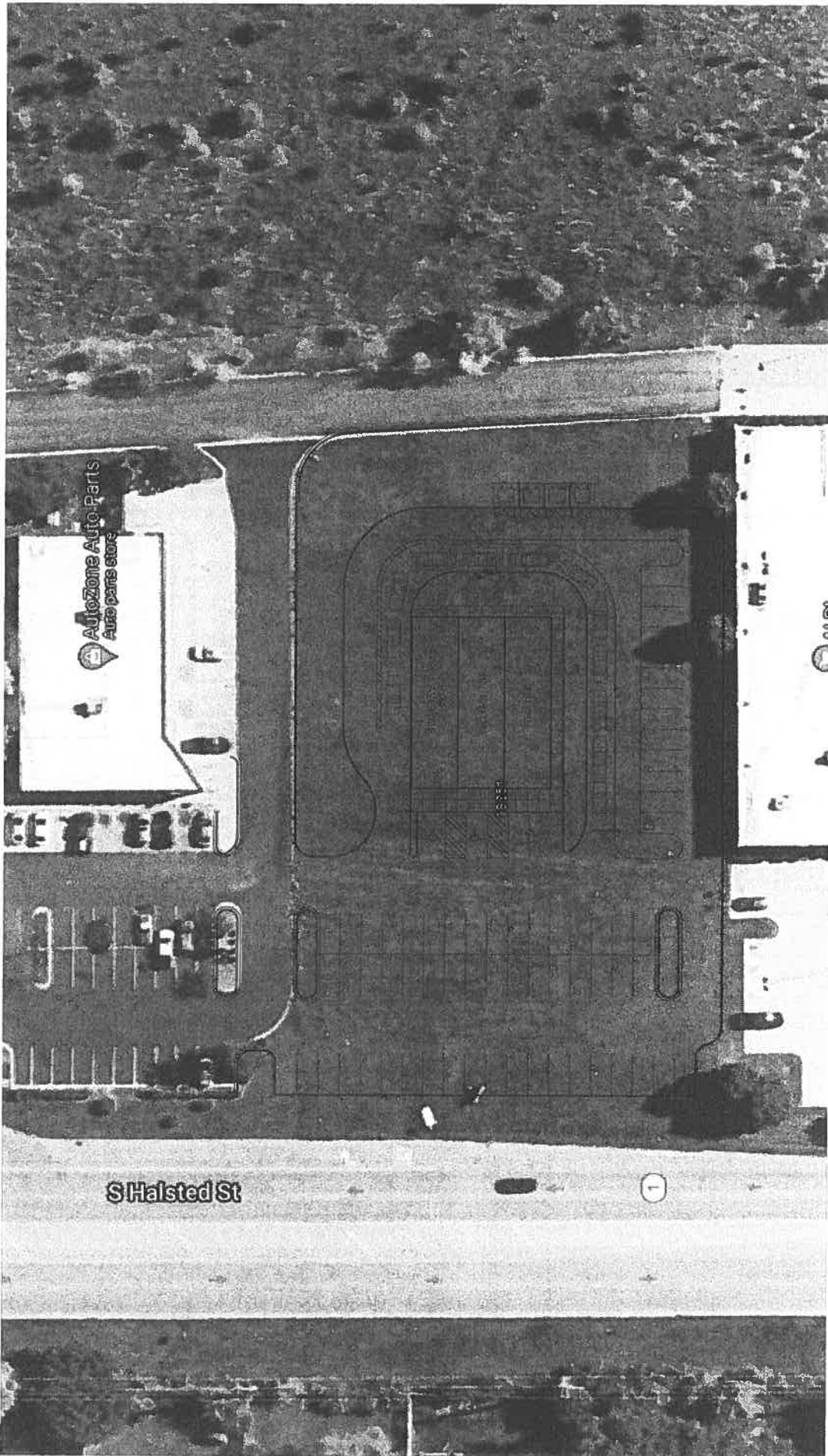
**Om Group Company Own and operating Multiple Quick Service Restaurant (Dunkin Donuts, Wingstop, Joy Gaming Café, Rosati's Pizza, Jimmy Johns, Qdoba and Smoothie King and My Father owned Dairy Queen, Shell and BP Gas station and Truck stop, Retail Plaza) We been In business Since year 2006. Currently we are in thirteen different State and operating business.**

**Far as Structure goes, Dr amit and Kalpesh patel going to own land and retail plaza with operating business. (Om group like to build wingstop, Joy Gaming Café and Smoothie King and Possible Jet pizza)**

**We would like to have Incentive from Village of Glenwood (\$150,000 to \$350,000)  
Most likely we going to have 65 to 85 people jobs at Glendwood Retail Plaza  
Please feel free to ask him if you have any questions about her work related.**

**Call the number below to get in touch with us.  
Sincerely,**

**Kalpesh Patel  
President  
Om Group  
200 S Frontage Rd,  
Burr Ridge, IL 60527  
630-229-4953 Cell  
630-206-1297 Fax  
Kalpesh1776@yahoo.com**



Job No. 1502.081  
 Issue Date 07/14/2022  
 Project Area 4500 SF

PROJECT:  
 Multi-Tenant Building Glenwood, IL

ARCHITECT:  
**kolbrook design**  
 423 DAVIS STREET  
 BLOOMINGTON, IL 62504  
 618-244-4813  
 200 Anglin © 2022 Kolbrook Design, Inc.

Sheet Title: Site Plan  
 Scale: 1"=30'-0"

# Om Glenwood Realty, LLC.

## VILLAGE OF GLENWOOD REQUEST FOR INCENTIVE SUPPORT

DATE: \_\_\_\_\_ Representative submitting request: 7/25/22

Business Classification: \_\_\_\_\_ Start Up (include business plan: Retail Plaza 4 to 5 units  
 Established or current village business owner: Kalpesh & Amit Patel  
 (include performance date & financial statements): ASAP

Name of business requesting support: Glenwood Retail Center

Amount of incentive being requested: \$300,000 to \$450,000

The purpose of this analysis is to determine if the village should offer incentives to (INSERT BUSINESS NAME) Om Glenwood Realty, LLC

Business description overview: We are planning to build 4 to 5 units Plaza. Retail Plaza going to have fast-food

Provide an outline of how the support will be used by (INSERT BUSINESS NAME) Om Glenwood Realty, LLC  
We want to build Wingstop, Toy Raming, Tropicana Smoothie, with Drive thru and other tenant 5,000 to 6,000 square feet.

In the space below explain the benefit to the village for providing financial support to (INSERT BUSINESS NAME) Om Glenwood Realty, LLC  
Tax - Revenue Generate also national QSR Quick Service Restaurants and Property Tax.

Estimated contributions to the local economy	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Jobs	30	35	40	45	50	210
Tax revenue	150K	160K	170K	180K	200K	\$860,000
Property taxes revenue	50K	51K	53K	55K	60K	\$269,000
Projected B2B generated revenue:						
Food/Recreation	850K	875K	950K	1 million	1 million	\$2,800,000
Gas	24,000	26,000	28,000	29,000	30,000	\$137,000
Utilities	40,000	65,000	70,000	71,000	70,000	\$336,000
Financial Services						\$ -
Village Investment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

The following is a brief overview of the business analyzed in this document: \_\_\_\_\_

**RECOMMENDATION:**

Incentive support should be considered:  Incentive support should not be considered:

## Kevin Welsh

---

**From:** Amit Patel <amit60540@gmail.com>  
**Sent:** Friday, August 5, 2022 11:53 AM  
**To:** Kevin Welsh  
**Cc:** Kalpesh Patel; John Donahue  
**Subject:** Re: E.D.Guide

Kevin, are you talking about sales for each concept? we are looking at the 3 or 4 tenant concept:

Wingstop: \$1,400,000 million in sales  
Gaming Lounge: \$400,000 in sales  
Tenant 3 (restaurant): \$1,000,000 in sales  
Tenant 4: unknown

On Fri, Aug 5, 2022 at 11:28 AM Kevin Welsh <[kwelsh@villageofglenwood.com](mailto:kwelsh@villageofglenwood.com)> wrote:

Could you please be prepared to discuss projected sales at the three store over next three years when we meet with Finance Committee..... They want to look at sales tax generation. Just use South Heights or one of your others??

Kevin

**From:** Kevin Welsh  
**Sent:** Thursday, August 4, 2022 9:49 AM  
**To:** Amit Patel <amit60540@gmail.com>  
**Cc:** Kalpesh Patel <[kalpesh1776@yahoo.com](mailto:kalpesh1776@yahoo.com)>; John Donahue <[jdonahue@rmcj.com](mailto:jdonahue@rmcj.com)>  
**Subject:** RE: E.D.Guide

I sent out already, BUT do not worry. The final document will be correct before you sign!!!!

**From:** Amit Patel <[amit60540@gmail.com](mailto:amit60540@gmail.com)>  
**Sent:** Thursday, August 4, 2022 8:33 AM  
**To:** Kevin Welsh <[kwelsh@villageofglenwood.com](mailto:kwelsh@villageofglenwood.com)>  
**Cc:** Kalpesh Patel <[kalpesh1776@yahoo.com](mailto:kalpesh1776@yahoo.com)>  
**Subject:** Re: E.D.Guide

Kevin, correction on one item; Tif incentive should be \$1,000,000; not 150k to 350k.

**Far as Structure goes, Dr amit and Kalpesh patel going to own land and retail plaza with operating business.  
(Om group like to build wingstop, Joy Gaming Café and Smoothie King and Possible Jet pizza)**

**We would like to have Incentive from Village of Glenwood (\$150,000 to \$350,000)**

**Most likely We going to have 65 to 85 people jobs at Glendwood Retail Plaza**

**Please feel free to ask him if you have any questions about her work related.**

**Call the number below to get in touch with us.**

**Sincerely,**

**Kalpesh Patel**

**President**

**Om Group**

**200 S Frontage Rd,**

**Burr Ridge, IL 60527**

**630-229-4953 Cell**

**630-206-1297 Fax**

**[Kalpesh776@yahoo.com](mailto:Kalpesh776@yahoo.com)**

**Thanks**

**Kalpesh Patel,**

**OM Group**

August 11, 2022

Ron Gardner  
Mayor Village of Glenwood  
Board of Trustees

RE: Halsted Street Development

Hello,

The Finance Committee was convened for a presentation by OM Glenwood for the purpose of developing the vacant footprint on Halsted next to Aldi. The Developer is looking to develop the footprint for 3 Quick Service Restaurant (QSR) business: Wing-stop, a Gaming venue, and a restaurant (a Smoothie King or Pizza location).

Based on the presentation, and questions submitted by the Finance Committee, the Finance Committee conducted a vote of 3 out of 4 (Note: member Hart was unavailable to attend) to recommend moving the project forward to the full Board of Trustees. The vote was based on the following:

- 1) A Redevelopment Agreement with a T.I.F incentive of up to 50% reimbursement on all eligible T.I.F expenses provided the owner is up to date on all real estate taxes. This also includes reimbursement of 50% of purchase price of \$100,000.00 when the owner takes occupancy, with the remaining 50% included with the final eligible reimbursable cost. Estimate reimbursement of 50% purchase cost to occur in 2023.
- 2) Sales tax generated from the project is estimated in the area of \$30,000.00 to \$40,000.00 annually. The Developer provided sales estimates for each QSR. The estimates were based on the Developers other business either with the same franchise or same type of QSR.

Thank you in advance.

Finance Committee

- Carmen Hopkins
- Cynthia Smith
- Toleda Hart
- Brian Mitchell

**cnjhop@comcast.net**

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**From:** CnJHop <CnJHop@comcast.net>  
**Sent:** Thursday, August 11, 2022 3:45 PM  
**To:** Cynthia Smith  
**Cc:** Brian Mitchell; thart@myschicago.org  
**Subject:** Re: OM Glenwood Reality, LLC

Thank you Brian.

Based on the information provided in the presentation by the Developers and the Village Staff, I vote "Yes" to recommend the project to move forward to the full Board of Trustees for final review and approval.

Carmen

On Aug 11, 2022, at 3:38 PM, Cynthia Smith <csmith@villageofglenwood.com> wrote:

Good afternoon,

Yes, I recommend that this project forward to the next step.

Best,

Cynthia Smith  
Finance Director  
Village of Glenwood  
1 Asselborn Way  
Glenwood, IL 60425  
708-753-2400 Ext. 2312

**From:** Brian Mitchell <bmittchell@villageofglenwood.com>  
**Sent:** Thursday, August 11, 2022 3:31 PM  
**To:** CnJHop <cnjhop@comcast.net>; Cynthia Smith <csmith@villageofglenwood.com>; thart@myschicago.org  
**Subject:** OM Glenwood Reality, LLC

Good afternoon All,

On August 8<sup>th</sup> we held a Finance Committee meeting as it relates to the development on the vacant lot north of Aldi on Halsted. At which time staff presented information as well as Mr. Kalpesh Patel on the development. In addition, there was an opportunity for any open questions to be answered or request for further information. We will be having a Village Board Meeting on August 16<sup>th</sup> and I will be recommending that this item be placed on that agenda for Board approval. At this juncture, I would ask that you respond back to this communication with a "yes" or "no" vote recommending moving this project forward to the next step.

Based upon the information provided and the projections of this project, I am voting to move this project forward.

Regards,

**Brian D. Mitchell**

Village Administrator

**Village of Glenwood**

P: 708.753.2400

A: One Asselborn Way  
Glenwood, IL 60425

W: [villageofglenwood.com](http://villageofglenwood.com)

E: [bmitchell@villageofglenwood.com](mailto:bmitchell@villageofglenwood.com)



**MINUTES OF THE ECONOMIC DEVELOPMENT COMMITTEE  
MEETING HELD ON  
MONDAY, AUGUST 8, 2022  
GLENWOOD VILLAGE HALL  
COUNCIL CHAMBERS**

Meeting called to order by Chairman Angela Dixon @ 6:30pm

**Roll Call:** Members Angela Dixon, Tony Plott all responding present.

**Staff in attendance:** Chief Kevin Welsh, Brian Mitchell, Tiffany Moore, Cynthia Smith

**Public in attendance:** Kalpesh Patel, Amit Patel with OM Group

Chief Welsh gave an overview of a proposal for OM Group to develop 4–5-unit retail plaza (Wingstop, Joy Gaming, Tropicana Smoothie with drive thru and one other tenant) on the vacant lot North of Aldi.

Kalpesh Patel presented the plan.

Questions followed and were all answered satisfactorily.

The Board had questions:

Chief Welsh was able to answer the questions to the committee's satisfaction.

Tony Plott motioned with Angela Dixon seconded to recommend to the Board of Trustees to approve this project.

**Roll Call:** Ayes: Angela Dixon, Tony Plott  
Naes: None

**Absent:** Terry Clenna, Brenda White, Fred Williams, Jesse Flowers

Motion by Tony Plott, seconded by Angela Dixon to adjourn the meeting at 7:00pm

VILLAGE OF GLENWOOD  
FINANCE COMMITTEE MEETING MINUTES  
GLENWOOD, COOK COUNTY, ILLINOIS  
HELD AT THE MUNICIPAL BUILDING  
ON THURSDAY AUGUST 8, 2022

The meeting start time is estimated at 6:35 P.M by Fire Chief Kevin Welsh.

**In Attendance:** Ron Gardner - Glenwood Mayor  
Brian Mitchell - Glenwood Village Administrator  
Kevin Welsh - Glenwood Fire Chief  
Carmen Hopkins - Finance Committee Member  
Cynthia Smith - Finance Committee Member

**Absent:** Toleda Hart - Finance Committee Member

**ALSO IN ATTENDANCE:** Kalpesh Patel (President, OM Group)

**Applicant Presentations:**

Fire Chief Welsh opened the meeting by giving a brief description of the proposed projects to be presented by the applicants. This includes the following:

- Presentation on the site development proposal for the land footprint on Halsted (next to the Aldi's Food Store) for a franchise development
- Discussion on the proposed Redevelopment Agreement and TIF incentive package
- Financial Benefit to the Village of Glenwood

**Development Details:**

- 6000 sqft proposed building to house 3 restaurant business - WingStop, a Gaming venue, and either a Pizza establishment or a Smoothie King.
- Proposed redevelopment agreement of 50% reimbursement on TIF eligible expense. This includes 50% reimbursement on land purchase upon occupancy. Land purchase is set at \$100,000.00. Remaining balance will be included as part of the reimbursable eligible cost.
- The Village of Glenwood has a estimate investment in the proposed real estate footprint of around \$8,000.00.

**Questions from the Finance Committee:**

- **When will the TIF reimbursements begin?**  
- Reimbursements are estimated to begin in year 2024/2025 and continue to the end of the 50% is reimbursed.
- **How is the project being financed?**  
- The Developer indicated that all Financing, as well as and Franchise approvals/agreements are in place. The Developer also noted, that they have several financing options available for this project. They're committed to completing the project due to the due diligence and agreements already completed and in place.
- **Do you have any sales estimates for the proposed business?**  
- Developer responded Yes as follows:
  - Wingstop - estimate sales \$1.4 million
  - Gaming Venue - estimate \$400,000.00
  - Restaurant (Smoothie King or a Pizza establishment) - estimate \$1 million
- **Based on the estimate sales, what is the estimate sales tax?**  
- Chief Welsh noted that Glenwood sales tax rate is a 3%. Thus, the estimate sales tax collectible is at \$30,000.00. The Developer also noted, that Glenwood residents would have priority in the placement of jobs generated from the project.
- **Since these are new business to Glenwood and the surrounding area, how comfortable are you with the sales estimates?**  
- The Developer noted the estimates are based on his other business in either the same franchise (the owner has another WingStop located in South Holland, IL) or same type of business. The Developer also noted that the estimates were gleaned only from stores located in the general surrounding areas in the South Suburbs.

The meeting concluded with the understanding that the Finance Committee would re-convene later in the week to review the proposal and conduct a vote on recommending to move the project forward to the full Board of Trustees.

Meeting was adjourned at the conclusion of the presentations at 6:10 PM (estimated).



# Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

## Glenwood Police Department August 16<sup>th</sup>, 2022, Board Meeting Report

**RECENT ACTIVITY:** During the month of July the GPD had a total of 823 calls. The majority of these calls were for the following:

- Traffic Stops
- Burglar Alarms
- Domestic Disturbances
- Medical Calls

### Incident Updates:

- ❖ Glenwood Detectives Division is currently investigating a shooting that took place on Cottage Grove at Assumption Cemetery where the victim survived his injuries. The shooting is believed to be a targeted event and there is no safety concern at this time. This is an ongoing investigation.
- ❖ New trend in vehicle thefts that started on Tik Tok and Social Media sites. Offenders are specifically targeting Kia and Hyundai vehicles with ignitions that require a "laser Cut Key". Offenders will break into the car, peel the steering wheel column, and then use a USB device to start the vehicle. Possible deterrents for theft are to block the cars, store them in the garage, or an anti-theft device that immobilizes the steering wheel.
- ❖ Glenwood PD investigators and the South Suburban Major Crimes Task Force continue to investigate the homicide that occurred on July 7<sup>th</sup> in the area of 192<sup>nd</sup> and University.

**TRAFFIC SAFETY:** The Glenwood Police Department is currently participating in the August Speeding STEP Grant until August 18, 2022, at which time we will transition to the occupant protection campaign, to encourage safe and sober driving from August 19 to September 6, 2022. The August Speed Campaign was used to target specific areas of concern and to encourage drivers to slow down and obey stop signs within the subdivisions.

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

One Asselborn Way  
Glenwood, Illinois 60425



# Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

**TRAINING:** Glenwood Officers during the month of July participated in onsite training provided by Landauer's Manager of Radiation Safety, on what material the building holds and what security measures and safety protocols are in place if, in fact, GPD officers would ever have to respond for an incident. Officers also received training in legal matters pertaining to Landlord-Tenant Law and Dispute Resolution, and Body-worn Camera laws and updates. During the month of August, all GPD staff will participate in mandatory sexual harassment training.

**NEW OFFICER:** Officer Gonzalez has completed 6 weeks of Field Training and has moved to the midnight shift for further training. Officer Gonzalez is expected to be on the street as a solo officer sometime in September. Officer Verhagen has completed 4 weeks of Field Training and is also expected to complete his training in September or October.

## **MISCELLANEOUS:**

National Night Out was a success. We have received positive feedback on social media and in person and from the community regarding how the event was important for the community. NNO is about building relationships and partnerships between neighbors and the police department while establishing a true sense of community. It is community partnerships like these that promote safer neighborhoods and a more caring place to live.

## **New Ordinance:**

**Weight Limits, Permits, Applications:** Due to the excessive number of trucks that utilize the roadways in Glenwood as travel routes. The Glenwood Police Department has developed an ordinance identifying the process for which an oversized and or overweight truck permit must be obtained to travel through Glenwood. This ordinance will support Village code 102-395 Permits for Excessive Size and Weight.

## **Addition to Appendix B: Fee Schedule:**

With the addition of the new Ordinance for Weight Limits, Permits, and Applications there is an attached fee schedule to modify Appendix B of the Village of Glenwood Code or Ordinance. This Fee schedule is comprised of fees that will be charged to trucking companies that wish to haul oversized and overweight loads through the Village of Glenwood. While reviewing the fee schedules for the surrounding towns the

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

One Asselborn Way  
Glenwood, Illinois 60425



## Village of Glenwood Department of Police



Derek Peddycord  
Chief of Police

proposed fee schedule is comparable in that there is a +- \$25 difference from town to town, with Glenwood coming in the middle.

Respectfully,  
*Derek Peddycord*  
Chief of Police  
11 Aug 22

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

One Asselborn Way  
Glenwood, Illinois 60425



M&M Home Remodeling Services
Commercial Flat Contract 20210616

265569



Date: 6/2/22 Consultant: Trace Teske Referred By: Internet Search
Customer Name: Village of Glenwood(Blakey Center) Address: 13 South Rebecca Street
City: Glenwood State: IL Zip: 60425
Home Phone: Business Phone: Cell Phone: 708-670-7913
Email Address: bmanous@villageofglenwood.com
Billing address if different than above:
City: State: IL Zip:

Is it ok if we text you on your mobile phone? Yes Please initial that all the contact information above is correct. Initial

Tear-Off [X] Re-Roof [ ] New Construction [ ]

M&M proposes to completely remove your existing roof system down to the deck. All debris will be removed from the job site and will be disposed of properly.

The substrate will be inspected, and any faulty deck will be replaced. The additional charges that will appear on your invoice when replacement is necessary are as follows:

- Plywood: \$140.00 per sheet
1 x 6 or 1 x 8: \$4.85 per lineal foot
Rafter Replacement: \$10.50 per lineal foot
Gypsum deck (Top Coat Repair): \$9.85 per square foot
Gypsum deck (Panel Replacement): \$39.95 per square foot
Metal deck: \$10.95 per square foot
Tectum deck: \$39.00 per square foot
Tuckpointing: \$6.00 per square foot
Grind joints and tuckpoint: \$15.00 per square foot
Remove and replace brick: \$55.00 per square foot

N/A [ ] HDMF [ ] HDG [ ] Dens MF [ ] Dens G [ ] 1.5 ISO [ ] 2 ISO [ ] 5.2 ISO [X] CLEAR [ ]
2 layers of 2.6 inch Polyisocyanurate insulation shall be installed according to manufacturer's specifications and will give an R-value of R30, which meets the IBC code.

N/A [ ] 1/8 Tap [ ] 1/4 Tap [ ] 1/2 Tap [ ] CLEAR [X]

SA [ ] Nail Base [ ] CLEAR [ ]

Modified [ ] 0.060 EPDM [ ] LAE [ ] 0.060 TPO [X] CLEAR [ ]

A 0.060 mil TPO roof membrane shall be installed according to the manufacturer's specifications. All membrane perimeters, terminations, and penetrations shall be fastened as required by the manufacturer. TPO provides remarkable puncture resistance and these light-colored roofs reflect UV radiation and improve a building's energy efficiency. The TPO roof system provides quick and easy installation with proven performance.

Initial: \_\_\_\_\_

Headquarters
3488 Eagle Nest Dr.
Crete, IL 60417
Ph: 708.756.7800
Fax: 708.672.4984

1877 E. Summit St.
Crown Point, IN 46307
Ph: 219.661.1600

525 W. Golf Rd.
Arlington Heights, IL 60005
Ph: 224.404.4738



**M&M Home Remodeling Services**  
*Commercial Flat Contract*



When applicable, a four-inch face cant strip shall be installed at all parapet walls and other significant protrusions.

Depending on your roof system, new lead flashings or pipe boots shall be installed on all plumbing vent stacks.

An TPO Flashing shall be applied on the roof surface and extending up the vertical surface of the walls, curbs, and rails.

Prebent Galv C/F  Prebent Kynar C/F  Coping  G/S  G/A  CLEAR

A 24-ga. steel coping shall be fabricated to fit over the top of the parapet wall. This metal shall have a 20-year KYNAR color finish warranty from the manufacturer. The cap shall be fastened into the wood nailer on the top of the parapet wall.

Prebent Galv C/F  Prebent Kynar C/F  Coping  G/S  G/A  CLEAR

A 24-ga. galvanized prebent steel counter-flashing shall be installed above the roof flashings and extend down over the membrane to ensure watertight detail. The counter-flashing shall be anchored at a minimum of 12-inch intervals, and a bead of one part urethane sealant shall be applied to bridge from the top of the metal to the vertical surface of the parapet wall.

Prebent Galv C/F  Prebent Kynar C/F  Coping  G/S  G/A  CLEAR

A 24-ga. steel gutter apron with a 20-year KYNAR color finish shall be installed at the roof perimeter to allow water to drip off into the gutter without affecting the underlying construction.

Prebent Galv C/F  Prebent Kynar C/F  Coping  G/S  G/A  CLEAR

A metal gravel stop shall be installed at the roof perimeter where there is no parapet wall. The gravel stop shall consist of 24-ga. steel with a 20-year KYNAR color finish warranty from the manufacturer.

Prebent Galv C/F  Prebent Kynar C/F  Coping  G/S  G/A  CLEAR

Initial: \_\_\_\_\_

**Headquarters**  
3488 Eagle Nest Dr.  
Crete, IL 60417  
Ph: 708.756.7800  
Fax: 708.672.4984

1877 E. Summit St.  
Crown Point, IN 46307  
Ph: 219.661.1600

525 W. Golf Rd.  
Arlington Heights, IL 60005  
Ph: 224.404.4738

Illinois Roofing License  
#104 000451



**M&M Home Remodeling Services**  
*Commercial Flat Contract*



M&M3  M&M5  NDL10  NDL15  NDL20  LAE10  LAE15  Other

A non-prorated, No Dollar Limit roof system warranty shall be issued by Firestone to cover the products manufactured or sold by them and the workmanship used to install these materials to maintain watertight integrity for a period of 20 years.

1/3 \_\_\_\_\_ of the contract price is required at the time the contract is signed. Upon completion of the job, you will be invoiced for the remaining balance. Payment in full is due within 30 days from the date of the invoice.

**Notes:**

If the HVAC units need to be lifted, this will be the responsibility of the owner.

Pitch pans constructed of 24-gauge galvanized steel shall be installed at minor protrusions.

Tapered insulation saddles shall be installed in low areas on the deck surface.

-

-

-

-

*Initial:* \_\_\_\_\_

**Headquarters**  
3488 Eagle Nest Dr.  
Crete, IL 60417  
Ph: 708.756.7800  
Fax: 708.672.4984

1877 E. Summit St.  
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Illinois Roofing License  
#104 000451



**M&M Home Remodeling Services**  
**Commercial Flat Contract**



M&M will obtain all necessary permits, except unincorporated addresses at owners expense. Signature below authorizes the work to be done as specified and validates this document as a legal contract. This proposal may be withdrawn by us if not accepted within 15 days. If accepted, a down payment is required, and the balance, in full, is due upon completion unless otherwise specified.

I have read and fully understand the disclaimer sheet. Only one coupon per customer. Coupon must be presented when signing the contract. Coupon is not valid with any other discounts. **Customer has the right to rescind this contract within three business days from the date of signature. I was orally informed of my right to cancel.**

The undersigned agrees to pay all such debts, sums and obligations, and further agrees to pay all costs and reasonable attorney fees incurred by M&M in collecting such debts, sums and obligations. A finance charge of 2% per month will be added to all late payments.

Customer Signature: \_\_\_\_\_ Date 07/18/22

Sales Rep Signature: Traa Teske Date 07/18/22

Shingle Color Selection: Please Select Flat Color Selection: White

Metal Color: TBD

You must choose one by checking the box (and completing if appropriate)

- The undersigned represent and warrant that he/she/they is the owner of the Property
- Or
- The following is the owner \_\_\_\_\_

<b>Sub Total</b>	\$86,460.00
<b>MMD</b> <input type="text"/>	
<b>Total Contract Price</b>	\$86,460.00
<b>Down Payment</b>	
<b>Balance Due</b>	\$86,460.00



The following items are offered to prevent misunderstandings and irritation after work begins.

**SAFETY** M&M takes pride in providing a safe work environment for its employees and customers. Please refrain from climbing on ladders, scaffolding and your roof during the time M&M employees are working. This will allow for everyone to have a safe work environment during the installation of your new roof.

**SECURITY SYSTEMS** M&M is not responsible for security systems or alarms. It is the responsibility of the business owner to disconnect the system, prior to M&M performing any work on their building. M&M will not be responsible for security systems or alarms that may go off, during the course of our work.

**STRUCTURAL CONDITIONS** M&M is not responsible for the structural integrity of the building, which includes but is not limited to steel bar joists, wood beams, and gypsum.

**EXCESS MATERIALS** Our proposals are based on a complete job. Any excess materials remain the property of M&M.

**HAZARDOUS MATERIALS** It is the responsibility of the business owner to notify M&M of any specific safety rules or installation practices in regards to materials used (glues, welders, torches, etc.) that may pose a possible Fire, Explosion or Chemical Reaction Hazard.

**TEAR OFFS** When it is necessary to remove your existing roof, some debris and or dirt may fall through the decking into the interior space of your building. We suggest covering or removing items, which require protection. M&M will not be responsible for any interior clean up.

**ROOF RAFTERS AND DECKING** M&M is not responsible for air conditioning lines, electrical wiring, conduit, plumbing pipes, gas pipes, and cable or antenna wires that are mounted to the interior rafters or decking where our fasteners could penetrate them. It is the responsibility of the business owner to inform M&M of any of these conditions prior to the start of the job and to temporarily suspend or remove these obstacles. All tongue and groove decking replacements will be quoted per sq. foot at time of project.

**ROOF HATCH INSTALLATIONS** Roof Hatch Installations are limited to the roof hatch only and will not include steel reinforced undersides or steel ladders unless otherwise noted.

**INTERIOR ROOF DRAINS** M&M is not responsible for any cracked or broken pipes that may be deteriorated, plugged, or have missing parts prior to the start of the job. M&M will notify the owner of any issues that arise during construction.

**PERMITS & BONDING** The cost of obtaining a permit or fulfilling any additional bonding requirements will be the responsibility of the owner.

**HVAC and RTU UNITS** M&M is not responsible for disconnecting, lifting, moving or reconnecting HVAC or RTU units.

**TUCKPOINTING / BRICK REPLACEMENT** The owner shall be responsible for any tuckpointing or brick replacement, should it become necessary on the parapet walls, chimney or any other location during the roof installation. M&M will notify owner of any issues that come up during construction.

**THERE WILL BE SOME VIBRATION DURING THE ROOF WORK ON YOUR BUILDING. M&M AND OUR SUPPLIERS CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGE DUE TO THIS NORMAL VIBRATION, SUCH AS, NAILS POPS, HAIRLINE CRACKS, LOOSENED FIXTURES, ETC.**

**I HAVE READ AND FULLY UNDERSTAND THE DISCLAIMER SHEET.**

ACCEPTED BY: \_\_\_\_\_ DATE OF ACCEPTANCE: 07/18/22

90 Years of Paving Excellence.



Site General Contractors · Asphalt Paving Mixtures  
Paving Contractors · Hot-In-Place Recycling · Site Concrete

18100 South Indiana Ave. Thornton, IL 60476-299  
Phone: 708-877-7160 Fax: 708-877-5222  
www.gallagherasphalt.com

<b>To:</b>	Village of Glenwood	<b>Contact:</b>	Kevin Welsh
<b>Address:</b>	1 Asselborn Way Glenwood, IL 60425	<b>Phone:</b>	(708) 753-2440
		<b>Fax:</b>	(708) 757-2318
<b>Project Name:</b>	Glenwood 2022 HIR & Overlay	<b>Bid Number:</b>	228047
<b>Project Location:</b>	Glenwood, IL	<b>Bid Date:</b>	7/15/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>HOT-IN-PLACE RECYCLING</b>	48,405.00	SY	\$4.95	\$239,604.75
<b>HOT-MIX ASPHALT SURFACE REMOVAL</b> Edge Milling 1.25" Required Along Curb Edges For Hot-In-Place Recycling * Performed With A 4' Mill	13,700.00	SY	\$2.50	\$34,250.00
<b>HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT</b>	710.00	SY	\$14.00	\$9,940.00
<b>HOT-MIX ASPHALT SURFACE COURSE 1.5"</b> * Utilizes An N50 (9.5mm) Surface Course	4,185.00	TON	\$92.00	\$385,020.00
<b>CLASS D PATCHING TYPE III/IV, 4 INCH</b> * Patches Must Be At Least 4' In Width * Utilizes An N50 (19.0mm) Binder Course	1,455.00	SY	\$36.15	\$52,598.25

**Total Bid Price: \$721,413.00**

**Notes:**

- Allowance included for patching after HIR scope is performed if required.
- Order of operation for this work will be Edge Mill > HIR > Cut Butt Joints > Patching (if required) > HMA Surface Course
- Undercutting of soft subgrade is excluded. If required it will be done on a T&M or unit price basis.
- Certified flaggers are included for our work only.
- Price is based on one mobilization.
- Price excludes all material testing.
- All work to be completed by 10/01/22. Any work constructed past this date is subject to price change.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Gallagher Asphalt Corporation</b></p> <p style="text-align: right;"><i>Cason Jones</i></p> <p><b>Authorized Signature:</b></p> <p><b>Estimator:</b> Cason Jones cjones@gallagherasphalt.com</p>
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