

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 2013 - \_\_\_\_\_**

**A RESOLUTION APPROVING: (1) A CONTRACT FOR THE PURCHASE OF THE REAL ESTATE KNOWN AS 537 W. 195<sup>th</sup> STREET (PINs: 32-09-102-004-0000 and 32-09-102-005-0000; (2) THE VILLAGE'S CLOSING UPON AND TAKING TITLE TO SAID PROPERTY; (3) THE FUNDING OF THE VILLAGE'S PURCHASE WITH TAX INCREMENT FUNDS; (4) THE APPROVAL OF A CONTRACT TO IMPROVE AND TRANSFER THE SAME PROPERTY TO THE TUFFLI COMPANY and (5) THE VILLAGE'S CLOSING UPON THE TRANSFER TO THE TUFFLI COMPANY**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013**

RESOLUTION NO. 2013 - \_\_\_\_\_

**A RESOLUTION APPROVING: (1) A CONTRACT FOR THE PURCHASE OF THE REAL ESTATE KNOWN AS 537 W. 195<sup>th</sup> STREET (PINs: 32-09-102-004-0000 and 32-09-102-005-0000; (2) THE VILLAGE'S CLOSING UPON AND TAKING TITLE TO SAID PROPERTY; (3) THE FUNDING OF THE VILLAGE'S PURCHASE WITH TAX INCREMENT FUNDS; (4) THE APPROVAL OF A CONTRACT TO IMPROVE AND TRANSFER THE SAME PROPERTY TO THE TUFFLI COMPANY and (5) THE VILLAGE'S CLOSING UPON THE TRANSFER TO THE TUFFLI COMPANY**

WHEREAS, the Village has been negotiating with the Tuffli Company for the redevelopment of the property previously known as the Argo Gymnastics & Paintball Building which has a common address of 537 W. 195<sup>th</sup> St., Glenwood, Illinois and is described by PIN numbers 32-09-102-004-0000 and 32-09-102-005-0000 ("Property");

WHEREAS, in order to accomplish the redevelopment of the Property, the Village will need to: (1) acquire the Property; (2) make certain improvements to the Property consisting of demolition work, fire sprinkler work, metal wall cladding & dryvit system work, roofing work and parking lot paving work; and then (3) sell the improved building to Tuffli Company;

WHEREAS, after acquiring the property, the Tuffli Company will lease the Property to the Baker Corporation to support its business operations for the manufacturing and/or assembly of tanks, containers, pumps, filtration systems, trench shoring equipment and/or any equipment, parts or materials related to such tanks, containers, pumps, filtration systems, or trench shoring equipment;

WHEREAS, the corporate authorities of the Village of Glenwood find that the acquisition of the Property, its improvement, and its sale to the Tuffli Company is necessary and beneficial to future economic development within the Village and in the Village's best interests;

WHEREAS, pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.*, the Village of Glenwood established a redevelopment project area known as the Industrial Redevelopment Project Area;

WHEREAS, the Property is located within the Village's Industrial Redevelopment Project Area;

WHEREAS, the payment of property acquisition costs and the payment of the renovation and improvement costs for the Property are eligible redevelopment costs under the Tax Increment Allocation Redevelopment Act;

WHEREAS, the Tax Increment Allocation Redevelopment Act would allow the Village to use tax increment funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to fund eligible costs in the Industrial Redevelopment Project Area because both the Halsted and Holbrook Redevelopment Project Area and the Industrial North Redevelopment Project Area are contiguous to the Industrial Redevelopment Project Area;

WHEREAS, the Village desires to utilize existing funds from the Industrial Redevelopment Project Area and, if necessary, use existing funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to acquire and improve the Property; and

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

**Section 1. Recitals.**

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

**Section 2. Approval of Real Estate Sale Contract to acquire the Property.**

The Village of Glenwood herein approves the Real Estate Sale Contract attached as Exhibit A for the acquisition of the Property and authorizes the Village President or the Village Administrator to execute said contract for and on behalf of the Village of Glenwood.

**Section 3. Approval of the Real Estate Sale Contract and Redevelopment Agreement with the Tuffli Company.**

The Village of Glenwood herein approves the Real Estate Sale Contract and Redevelopment Agreement with the Tuffli Company attached as Exhibit B for the sale of the Property to the Tuffli Company and authorizes the Village President or the Village Administrator to execute said contract for and on behalf of the Village of Glenwood.

**Section 4. Authorization to close upon the acquisition of the Property.**

So long as the Tuffli Company does not exercise its right to cancel the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B, the Village is authorized to close upon and take ownership of the Property pursuant to the Real Estate Sale Contract attached as Exhibit A. The Village President or his designee, the Village Administrator and the Village Attorney are given the authority to execute on behalf of the Village such documents that are necessary for the Village to purchase the Property, said documents to include, but may not necessarily be limited to: closing statements, Grantor-grantee statements, wire instructions, wire transfers, ALTA statements, documents required by the title company to close the transaction including any escrow instructions or agreements, and such other documents as may be typically required to close real estate transactions.

**Section 5. Authorization to use tax increment funds to acquire and improve the Property.**

The Village's Finance Director is herein authorized to make payment by a certified check or by a wire transfer from the tax increment fund for the Industrial Redevelopment Project Area and, if deemed necessary, to permanently transfer tax increment funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to the tax increment fund for the Industrial Redevelopment Project Area in such amount that is necessary to accomplish the Village's purchase of the Property and all transaction expenses, prorations, fees and costs that are the responsibility of the Village to pay in order to close the transaction pursuant to the contract attached as Exhibit A. The Village's Finance Director is further authorized to pay the costs of improving the Property pursuant to the requirements of the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B by using tax increment fund for the Industrial Redevelopment Project Area and, if deemed necessary, to permanently transfer tax increment funds from the Halsted and Holbrook Redevelopment Project Area and/or the Industrial North Redevelopment Project Area to the tax increment fund for the Industrial Redevelopment Project Area in such amount that is necessary to fund such improvements.

**Section 6. Authorization to close upon the sale of the Property.**

After the completion of the improvements that the Village is required to make to the Property pursuant to the Real Estate Sale Contract and Redevelopment Agreement with the Tuffli Company attached as Exhibit B, the Village is authorized to close upon the sale of the Property to the Tuffli Company pursuant to the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B. The Village President or his designee, the Village Administrator and the Village Attorney are given the authority to execute on behalf of the

Village such documents that are necessary for the Village to sell the Property, said documents to include, but may not necessarily be limited to: warranty deed, closing statements, Grantor-grantee statements, wire instructions, wire transfers, ALTA statements, documents required by the title company to close the transaction including any escrow instructions or agreements, an affidavits of title, bill of sale and such other documents as may be required to close real estate transactions pursuant to the Real Estate Sale Contract and Redevelopment Agreement attached as Exhibit B.

**Section 7. Home Rule.**

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

**Section 8. Effective Date.**

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

PASSED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Kerry Durkin, Village President

ATTEST:

\_\_\_\_\_  
Ernestine Dobbins, Village Clerk

**EXHIBIT A**

(Real Estate Sale Contract for the Village's acquisition of the Property)

**EXHIBIT B**

(Real Estate Sale Contract and Redevelopment Agreement for the improvement of the Property  
and its Sale to the Tuffli Company, Inc.)

## REAL ESTATE SALE CONTRACT

1. **Purchaser/Price/Property.** Village of Glenwood, an Illinois Municipal Corporation, ("Village" or "Purchaser") agrees to purchase at a price of \$450,000.00 (Four Hundred Fifty Thousand Dollars) on the terms set forth herein the real estate legally described in Exhibit A (the "Real Estate")

2. **Sellers/deed.** Tigris Properties, Inc. an Illinois corporation ("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, or Purchaser's nominee, title thereto by a recordable warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2013 (payable in 2014) which are not yet due and payable at closing; and (d) general taxes for the year 2014 and subsequent years.

3. **Closing.** The closing shall be on or before the earlier of earlier: (1) November 1, 2013 or (2) a date that is 7 days after the Purchaser provides notice to Seller that it is prepared to close, unless subsequently mutually agreed otherwise, at the office of the title company, provided title for the real estate is shown to be good or is accepted by Purchaser. Seller warrants that the Real Estate shall be transferred to the Purchaser free and clear of the interests of any tenants.

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

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

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the Real Estate to the Village;
- (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 form attached as Exhibit B.

- (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, liens or other interests in the property.
- (vi) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

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

- (i) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (ii) The monetary payment due Seller and any additional amounts necessary to pay any costs and fees required to be paid by Purchaser less any applicable credits.
- (iii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby.

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

- (i) Closing Statement.
- (ii) State, and county, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.

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

By Sellers:

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

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

**10. Plat of Survey.** Seller, at its own expense, shall within 7 days after the Village's execution of this contract, furnish Purchaser a current ALTA plat of survey for the real estate certified by the surveyor as having been made, in compliance with Illinois Land Survey Standards. The survey shall comply with all requirements that are sufficient for the Title Company to provide the Purchaser with extended title insurance coverage at closing.

**11. Title commitment.** Upon the execution of this contract, the Village shall order an owner's title insurance policy issued by the Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended Seller subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the deed (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. The cost of the Owner's title insurance policy providing extended coverage for the Purchaser shall be paid by Seller.

**12. Survey defects.** If the title commitment or plat of survey 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 within the

Feasibility Period. Seller shall then have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the Feasibility Period shall be extended 45 days from the date of delivery of Purchaser's notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser. If Seller fails to have the unpermitted exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within 30 days from the date of delivery of Purchaser's notice to Sellers that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, Purchaser may, during the then extended Feasibility Period, terminate this Agreement. If Purchaser elects to give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, 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 during the Feasibility Period or any extended Feasibility Period, 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 survey defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

**13. Real estate taxes and proration.** Any and all unpaid real estate taxes due and payable prior to closing, if any, shall be paid by Seller prior to closing or out of the closing proceeds. If necessary, Sellers shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company's requirements pertaining to its payment of previously due but unpaid real estate taxes.

Real Estate taxes not yet due and owing at the time of closing, if any, shall be prorated at closing with Sellers giving Purchaser a credit at closing of an amount equal to the prorated amount of real estate taxes that are not yet due and owing through and including the date of closing.

2013 real estate taxes that are payable in 2014 but not yet due and owing as of the date of closing shall be determined based upon 105% of property taxes for the last full year for which such taxes are ascertainable. Then, upon the determination of the actual 2013 property taxes, the 2013 property taxes shall be re prorated with the Purchaser (after receiving the benefit of any property tax exemptions) responsible for paying the 2013 property taxes for the period of time after the date of closing and Sellers responsible for paying the 2013 property taxes for the period of time prior to and including the date of closing. Upon re proration of the 2013 property taxes, Seller and Purchaser shall pay to the other any amount that may be due.

The re proration requirements of this Section 13 shall survive closing and shall not be merged with the deed(s) at closing.

**14. Real Estate Transfer Taxes.** At closing, Seller and Purchaser shall execute a completed Real Estate Transfer Declaration in the form required pursuant to the Real Estate

Transfer Tax Act of the State of Illinois showing the transfer of the Real Estate to Purchaser as being exempt from any State, County or local real estate transfer taxes.

**15. 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.

**16. Purchaser's due diligence period and right to cancel.** Purchaser shall have until 5:00 p.m. on October 25, 2013 to evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Real Estate are satisfactory to Purchaser in all respects, including but not limited to, the ability of Purchaser to transfer the Real Estate to another entity, the existence of any unpermitted exceptions as disclosed in the title commitment, the existence of any defects as disclosed in the survey, and all other circumstances related to the Purchaser's use and need for the Real Estate.

From and after the date of this Agreement through the expiration of the Feasibility Period, Purchasers and Purchaser's Representatives shall have, upon reasonable advance notice, access to and entry upon the Real Estate and any improvements located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the Real Estate. Purchaser shall restore any damage to the Real Estate caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Purchaser shall indemnify and hold Seller 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 Purchaser or Purchaser's Representatives with respect to Purchaser's inspections of the Real Estate.

Purchaser may terminate this Agreement at any time during the Feasibility Period or during any extended Feasibility Period for any reason by giving written notice to the Seller mailed with the due diligence period to Seller's address set forth in the signature section of this contract. If Purchaser does not timely mail a notice of termination under this Section, then Purchaser shall be deemed to have waived its conditions and rights under this paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

The parties may agree to extend the Purchaser's Feasibility Period by agreement.

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

**18. 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.

**19. Time is of the essence.** Time is of the essence for this Agreement.

**20. 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.

**21. 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.

**22. 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.

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

**24. 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.

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

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

[Signatures are on the next page]

<p><b>SELLER</b>  Tigris Properties, Inc.  18 W 113 Belair Cert.  Darien, Illinois 60561</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p><b>PURCHASER</b>  Village of Glenwood  One Asselborn Way  Glenwood, IL. 60425</p> <p>By: _____  Kerry Durkin  Village President</p> <p>Date: _____</p>
<p><b>SELLER ATTEST</b></p> <p>_____  Its: Corporate Secretary</p>	<p><b>PURCHASER ATTEST</b></p> <p>_____  Ernestine Dobbins  Village Clerk  Glenwood</p>

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to respectively be the President and Secretary of Tigris Properties, Inc., an Illinois corporation, as the free and voluntary act of Tigris Properties, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2013.

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

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

Lots 1 and 2 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the South 381.65 feet of the Northeast  $\frac{1}{4}$  and part of the South 381.65 feet of the Northwest  $\frac{1}{4}$  of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PINs: 32-09-102-004-0000 and 32-09-102-005-0000

Common Address: 537 W. 195<sup>th</sup> St., Glenwood, Illinois 60425



6. No persons are in possession of the Property except Seller, and that there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

7. To the knowledge of Seller, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.

8. To the knowledge of Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. Neither Seller nor his agents have received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

12. Under penalty of perjury, Seller declares that he has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: \_\_\_\_\_, 2013.

**SELLER**

\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the \_\_\_\_\_ of the Glenwood School, an Illinois not for profit corporation as the free and voluntary act of the Glenwood School for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_<sup>th</sup> day  
of \_\_\_\_\_, 2013.

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

2. The Real Estate is continuously owned by Purchaser and leased to Baker Corp. ("Baker") for the one year period prior to the date that an annual payment is due on the Note and Mortgage and used by Baker Corp. for the support of its business operations for the manufacturing and/or assembly of tanks, containers, pumps, filtration systems, trench shoring equipment and/or any equipment, parts or materials related to such tanks, containers, pumps, filtration systems, or trench shoring equipment.
3. Employment of at least \_\_\_\_ full-time employees or full-time equivalent employees by Baker Corp. that are performing operations at the Real Estate during the entire previous calendar year. Purchaser's lease to Baker shall provide that, upon request by the Village, Baker shall allow the Village to review payroll documentation reasonably requested by the Village for the purpose of determining whether this requirement has been met.
4. Until full payment of the Note is received by the Village of Glenwood, Purchaser shall provide continuing proof of property insurance for the Real Estate in an amount that shall not be less than \$750,000.00 naming the Village of Glenwood as a loss payee.

When the Seller is required to waive the amount of any annual payment that is due under the Note and Mortgage as a result of this Section 4, the Seller shall document the waiver by a resolution of its corporate authorities and provide a copy of same to Purchaser. Upon the waiver of the amount of any annual payment due to the Seller, the Seller shall credit the Purchaser with having made the amount of said waived annual payment and apply such credit against the indebtedness due to the Seller under the Note and the Mortgage. After the receipt of a credit for any annual payment, all future annual payments shall remain due and owing by Purchaser to the Seller pursuant to the Note and Mortgage unless the Seller is also required to waive such later annual payments pursuant to this Section 4 and all of its subparagraphs.

**C Purchaser's waiver of any right to challenge the validity of the Note and Mortgage.**

The Purchaser, by executing the Note and Mortgage, represents and warrants to the Seller that the Note and Mortgage are in all respects valid and enforceable against it and waives any claim or defense that either the Note or Mortgage is in any manner: (1) improper in form or in substance; (2) not enforceable against the Purchaser; and (3) further waives any claim that either the Note or Mortgage is contrary to any statute, law or regulation. In the event, Purchaser breaches the representation and warranty that it gives to the Seller in this Section, the Purchasers shall immediately pay the Seller any and all unpaid amounts due and owing the Seller under the Note or Mortgage, notwithstanding the Purchasers claim of invalidity.

## REAL ESTATE SALE CONTRACT AND REDEVELOPMENT AGREEMENT

**1. Purchaser/Price/Property. Tuffli Company Inc.**, a California corporation authorized to do business in the State of Illinois, ("Tuffli" or "Purchaser") agrees to purchase at a price of \$750,000.00 (Seven Hundred Fifty 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 "Sellers") 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, or Purchaser's nominee, title thereto by a recordable warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2013 (payable in 2014) which are not yet due and payable at closing; and (d) general taxes for the year 2014 and subsequent years.

**3. Earnest Money.** Within 5 business days after the execution of this contract by all parties, the Purchaser shall pay earnest money to the Sellers in the amount of \$20,000, which shall be held by the Village and credited, without interest, to the Purchaser at closing. Within 5 expiration of the Purchaser's Feasibility Period set forth in Section 17, the Purchaser shall pay additional earnest money to the Sellers in the amount of \$20,000.00, which shall be held by the Purchaser and credited, without interest, to the Village at closing. If for any reason this contract is terminated for a reason that is not the fault of the Purchaser, all the earnest money shall be returned to Purchaser without interest.

### **4. Payment and Mortgage.**

**A.** Purchaser shall pay Four Hundred Thousand Dollars (\$400,000.00) of the purchase price at closing by cash (certified check) and the balance of the purchase price of \$350,000.00 by executing the Note and First Mortgage in the form attached hereto as Group Exhibit B to this Agreement which shall be completed and finalized by the Seller prior to closing in order to insert information dependent upon the closing date once the closing date has been established. To the extent the Purchaser may be entitled to any credits from the Seller at closing (i.e. real estate tax proration) the credit shall apply to the cash portion of the payment due at closing.

**B. Payment credit.** On each date that the Purchaser is required to make an annual payment to the Seller pursuant to the Note and the Mortgage executed by the Purchaser at closing, the Seller shall waive its right to receive the amount of said annual payment under the Note and Mortgage provided that each and every one of the following conditions are met:

1. All property tax bills that have been issued for the Real Estate prior to the date that the annual payment is due on the Note and Mortgage have been made.

**D. Seller's waiver of any right to refuse to issue timely waiver of payment.**

Upon Purchaser's execution of the Note and Mortgage, and upon Purchaser's timely fulfillment of the conditions set forth in Section 4(B), above, Seller waives any right to claim that Purchaser is not entitled to the issuance of a waiver for the annual payment. In the event that Seller breaches its obligation under this Section and the assurance it gives to Purchaser under this Section, then Seller shall be deemed to have issued the appropriate waiver, and Seller shall not be entitled to pursue any remedy against Purchaser for non-payment of such annual payment notwithstanding any claim of Seller of non-payment.

**E. Survives Closing.** All the provisions of this Section 4, all of its subparagraphs, and the terms of the Note and Mortgage executed at closing are herein intended to survive closing and shall not in any manner be intended or interpreted by any either the Seller Purchaser as being merged with the deed given by the Seller to the Purchaser at closing.

**5. Closing/Village improvements.** The closing shall occur not more than 30 days after all the Demolition Work, Fire Sprinkler System Work, Metal Wall Cladding & Dryvit System Work (excluding any alternates) and Roofing Replacement Work (excluding any alternates) as itemized in Group Exhibit C has been completed by and at the expense of the Village. The above work shall be completed no later than 120 days after the Village acquires title to the Real Estate and such additional number of days during which work could not be performed as a result of adverse weather conditions. In addition to the above referenced categories of work, the Village shall at its expense also perform the Parking Lot Paving Work which is also itemized in Group Exhibit C. As the Parking Lot Paving Work is dependent upon the weather and the availability of asphalt, the closing shall not be delayed in the event the Parking Lot Paving Work is not completed prior to closing. In the event, the Parking Lot Paving Work is not completed prior to closing, the Village shall perform the Parking Lot Paving Work after closing, at the Village's expense, within a reasonable time after closing taking into account the weather and the availability of materials. Closing shall take place at the office of the Title Company and shall be contingent upon the completion of each of the following:

- A. The Village acquiring title to the Real Estate.
- B. The Village's Completion of the Demolition Work, Fire Sprinkler System Work, Metal Wall Cladding & Dryvit System Work (excluding any alternates) and Roofing Replacement Work (excluding any alternates) as itemized in Group Exhibit C.
- C. At closing, the Purchaser shall provide Seller: (1) a corporate resolution authorizing the execution of said Note and First Mortgage by the individual executing said documents on behalf of the Purchaser; and (2) a property insurance binder insuring the real estate in an amount that shall not be less than \$750,000.00 naming the Village of Glenwood as a loss payee on the policy.

6. **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.

7. **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 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 form attached as Exhibit D with such revisions being made to address the payment of any outstanding amounts due the contractor or claimed by the contractor as of the day of closing.
- (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, other than the Mortgage given by Purchaser at closing.
- (vi) Waivers of lien for the improvements described in Group Exhibit C or other evidence that the Village is withholding satisfactory funds to pay outstanding amounts not yet due or payable to the contractor at closing or the Village's agreement to indemnify the Purchaser/Title Company for any such unpaid contractor claims.
- (vii) 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.

**8. 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) The executed Note and Mortgage which shall be finalized by the Seller and be in substantial compliance with the form of the Note and Mortgage attached as Group Exhibit B.
- (iv) 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.

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

- (i) Closing Statement.
- (ii) State, and county transfer tax declarations and any required forms completed to establish that the transfers is exempt from any State, County or Village real estate transfer taxes that is applicable because the transfer is made by a public entity.

**10. 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) Recording fees for the Mortgage
- (f) Survey

- (g) 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
- (e) The cost of the title insurance policy for the Mortgage.
- (f) Any other closing costs charged to the Purchaser that are not otherwise allocated pursuant to this Section.

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

**12. Survey.** Seller, at its own expense, shall furnish Purchaser a current plat of survey that is not more than 6 months old for the real estate certified by the surveyor as having been made, in compliance with Illinois Land Survey Standards.

**13. Title commitment.** Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 15 days prior to the expiration of the Feasibility Period, a survey and a title commitment for an owner's title insurance policy issued by the Title Insurance Company 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, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Sellers shall so remove at that time by using the funds to be paid upon the delivery of the deed (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.

**14. Survey defects.** If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "survey defects"), Purchaser shall notify Seller in writing within the Feasibility Period. Seller shall then have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the Feasibility Period shall be extended 45 days from the date of delivery of Purchasers notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser. If Seller fails to have the unpermitted exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within 30 days from the date of delivery of Purchasers notice to Sellers that there are unpermitted

exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, Purchaser may, during the then extended Feasibility Period, terminate this Agreement. If Purchaser elects to give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, 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 during the Feasibility Period or any extended Feasibility Period, 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 survey defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

**15. Real estate taxes and proration.** Any and all unpaid real estate taxes due and payable prior to closing, if any, shall be paid by Seller prior to closing or out of the closing proceeds.

Real Estate taxes not yet due and owing at the time of closing, if any, shall be prorated at closing with Seller giving Purchaser a credit at closing of an amount equal to the prorated amount of real estate taxes that are not yet due and owing through and including the date of closing.

2013 real estate taxes that are payable in 2014 but not yet due and owing as of the date of closing shall be determined based upon 100% of property taxes for the last full year for which such taxes are ascertainable. Then, upon the determination of the actual 2013 property taxes, the 2013 property taxes shall be re prorated with the Purchaser responsible for paying the 2013 property taxes for the period of time after the date of closing and Seller (after receiving the benefit of any property tax exemptions obtained by Seller) responsible for paying the 2013 property taxes for the period of time prior to and including the date of closing. Upon re proration of the 2013 property taxes, Seller and Purchaser shall pay to the other any amount that may be due.

This Section 15 shall survive closing and shall not be merged with the deed(s) at closing.

**16. 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.

**17. Purchaser's due diligence period and right to cancel.** Purchaser shall have until 4:30 p.m. on October 17, 2013 to evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Real Estate, including but not limited to any unpermitted exceptions as disclosed in the title Commitment or any defects as disclosed in the survey, are satisfactory to Purchaser in all respects.

From and after the date of this Agreement through the expiration of the Feasibility Period, Purchasers and Purchaser's Representatives, pursuant to the Seller's contract to acquire the Real Estate from its current owner shall have, upon reasonable advance notice, access to and entry upon the Real Estate and any improvements located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the Real Estate. Purchaser shall restore any damage to the Real Estate caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Purchaser shall indemnify and hold Seller and the current owners 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 Purchaser or Purchaser's Representatives with respect to Purchaser's inspections of the Real Estate.

Purchaser may terminate this Agreement at any time during the Feasibility Period for any reason by giving written notice to the Seller. If Purchaser does not timely give a notice of termination under this Section, then Purchaser shall be deemed to have waived its conditions and rights under this paragraph and shall be fully obligated under the terms and conditions of this Agreement, subject to any other contingencies set forth in this Agreement.

The parties may agree to extend the Purchaser's Feasibility Period by agreement.

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

**19. 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.

**20. Time is of the essence.** Time is of the essence for this Agreement.

**21. 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.

**22. 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.

**23. 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.

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

**25. 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.

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

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

<b>SELLER</b> Village of Glenwood One Asselborn Way Glenwood, IL. 60425  By: _____ Kerry Durkin Village President Date: _____	<b>PURCHASER</b> Tuffli Company, Inc. 2780 Skypark Drive, suite 410 Torrance, California 90505  By: _____ Its: _____ Date: _____
<b>SELLER ATTEST</b>  _____ Ernestine Dobbins Village Clerk Glenwood	

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing Real Estate Sale Contract and Redevelopment Agreement appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the \_\_\_\_\_ of Tuffli Company, a California corporation, authorized to do business in Illinois as the free and voluntary act of the Tuffli Company for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_\_<sup>th</sup> day  
of \_\_\_\_\_, 2013.

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

**EXHIBIT A TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT  
AGREEMENT**

(Legal Description of real estate)

Lots 1 and 2 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the South 381.65 feet of the Northeast  $\frac{1}{4}$  and part of the South 381.65 feet of the Northwest  $\frac{1}{4}$  of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PINs: 32-09-102-004-0000 and 32-09-102-005-0000

Common Address: 537 W. 195<sup>th</sup> St., Glenwood, Illinois 60425

**GROUP EXHIBIT B TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT  
AGREEMENT**  
(Form of Mortgage and Note)

Prepared by and after recording  
Return to:  
John Donahue  
Rosenthal, Murphey, Coblenz &  
Donahue  
30 N. LaSalle, suite 1624  
Chicago, Il. 60602

## MORTGAGE

Dated: \_\_\_\_\_, 2013

THIS INDENTURE WITNESSETH:

That the undersigned mortgagor, **Tuffli Company, Inc.** ("Mortgagor"), a California Corporation located at 2780 Skypark Drive, Suite 410, Torrance, California 90505 does 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 as set forth in Exhibit 1 (hereinafter "property," "real estate," or "premises"), situated in Cook County, Illinois:

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. On 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 **Tuffli Company, Inc.** ("Mortgagor") to the Village of Glenwood ("Mortgagee") 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 the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00), 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 2.

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

Mortgagor Covenants as Follows:

(A) To pay the indebtedness and the 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 Mortgagor 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, (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 Mortgagee 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.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this Mortgage the day and year first above written.

**MORTGAGOR: Tuffli Company, Inc.**

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

\_\_\_\_\_  
[insert printed name]

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

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



**EXHIBIT 1 TO THE MORTGAGE**  
(Legal Description, PIN# and address for the Real Estate)

Lots 1 and 2 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the South 381.65 feet of the Northeast  $\frac{1}{4}$  and part of the South 381.65 feet of the Northwest  $\frac{1}{4}$  of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PINs: 32-09-102-004-0000 and 32-09-102-005-0000

Common Address: 537 W. 195<sup>th</sup> St., Glenwood, Illinois 60425

**EXHIBIT 2 TO MORTGAGE**  
(Promissory Note)

**PROMISSORY NOTE**

Not to exceed \$350,000.00  
Glenwood, Illinois  
\_\_\_\_\_, 2013

For value received, **Tuffli Company, Inc.**, (“Mortgagor”), 2780 Skypark Drive, Suite 410, Torrance, California 90505, promises to pay to the order of the Village of Glenwood (“Village”), \$350,000.00 (Three Hundred Fifty Thousand Dollars) with interest on this note at the rate of 4% per year with interest computed always on the diminishing and unpaid principal balances of the debt, if any, evidenced by this instrument. All sums of principal and interest due shall be payable in 7 annual payments and due on the dates set forth in the loan amortization and payment schedule which is attached as Exhibit 1 to this Note at the Village of Glenwood, One Asselborn Way, Glenwood, Illinois 60425, or at any other place the Village of Glenwood, any of its successors or assignees, may specify in writing.

The Mortgagor shall be entitled to make payments under this Note pursuant to section 4(B) of the Real Estate Sale Contract and Redevelopment Agreement (“the Agreement”) dated \_\_\_\_\_, 2013 between Mortgagor and Village. The terms, conditions, and rights set forth in Section 4(B) of the Agreement are expressly incorporated into and made a part of this Promissory Note.

The Mortgagor may pre-pay any portion of the principal at any time without any penalty. But, a partial pre-payment of principal or any credit given to Mortgagor shall not reduce any subsequent annual amounts due under the loan amortization and payment schedule established for the full amount borrowed from the Village; which annual payments amount shall continue to be paid to 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.

The Mortgagor waives demand, presentment for payment, protest, and notice of nonpayment and of dishonor. The Mortgagor 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 default.

**Tuffli Company, Inc.**

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

\_\_\_\_\_  
[insert printed name]

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing Promissory Note appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the \_\_\_\_\_ of Tuffli Company, a California corporation, authorized to do business in Illinois as the free and voluntary act of the Tuffli Company for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_\_<sup>th</sup> day  
of \_\_\_\_\_, 2013.

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

**EXHIBIT 1 TO NOTE  
(LOAN AMORTIZATION AND PAYMENT SCHEDULE)**

**AMORTIZATION AND PAYMENT SCHEDULE**

**Borrower/Mortgagor:** Tuffli Company, Inc.  
**Lender:** Village of Glenwood  
**Amount Borrowed:** \$350,000.00 U.S.  
**Annual Interest rate** 4.00%  
**No. of payments:** 7 annual payments

<b>Payment due date</b>	<b>Total Payment due</b>	<b>Interest portion</b>	<b>Principal portion</b>	<b>Principal Due after payment</b>
TBD*	\$58,313.36	\$14,000.00	\$44,313.36	\$305,687
TBD*	\$58,313.36	\$12,227.47	\$46,085.90	\$259,601
TBD*	\$58,313.36	\$10,384.03	\$47,929.33	\$211,671
TBD*	\$58,313.36	\$8,466.86	\$49,846.51	\$161,825
TBD*	\$58,313.36	\$6,473.00	\$51,840.37	\$109,985
TBD*	\$58,313.36	\$4,399.38	\$53,913.98	\$56,071
TBD*	\$58,313.36	\$2,242.82	\$56,070.54	\$0
<b>Totals</b>	<b>\$408,193.55</b>	<b>\$58,193.55</b>	<b>\$350,000.00</b>	

\* Payments due dates to be determined based on the closing date. The first payment due date shall be one year after the date of closing with each subsequent payment due date being one year after the previous due date

**GROUP EXHIBIT C TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT  
AGREEMENT**

(Description of Demolition Work, Fire Sprinkler System Work, Metal Wall Cladding & Dryvit  
System Work (excluding any alternates) and Roofing Replacement Work (excluding any  
alternates) and the Parking Lot Paving Work )



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Demolition**

Scope of Work:

1. Remove fencing in east edge of property.
2. Provide temporary construction fence 6' high with one minimum width of 15' drive gate on the south face in the west corner. Fence will install in west-south and east property lines and attached to existing north fence.
3. Demolish and remove all interior non load bearing walls inclusive of plumbing, electrical, and HVAC components.
4. Provide openings in exterior walls as prescribed by future tenants.

**Total price \$ 106,600**

Exclusion:

Performance bond and all municipal permits.

Payment Terms:

\$10,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.  
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,

Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9981 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Fire Sprinkler System**

**Scope of Work:**

Furnish all labor and material necessary to install a complete two-zone wet-piped sprinkler system in accordance with NFPA Pamphlet 13, sketches, verbal instructions and our exclusions and clarifications as outlined below.

Protection in shop areas will be in accordance with Ordinary Hazard Group II for a manufacturing occupancy. Please note that storage will be limited to that which is miscellaneous to the manufacturing occupancy and will be limited to 12'-0" in height. Protection in the Office areas will be in accordance with Light Hazard.

Sprinklers in the office will be chrome pendent type with recessed escutcheons installed on concealed black piping and will be located at center or quarter points of ceiling tiles.

Please note that sprinklers in the handball courts may require that openings be cut into the existing ceiling (by others) to provide adequate access for installation of sprinklers.

All material will be industry standard and UL Listed or FM Approved as required.

We also include the double check detector assembly, one (1) 2 ½" valved outlet for the domestic water connection, one (1) Storz type fire department connection located immediately adjacent to the fire protection header, all other necessary valves, drains, waterflow detectors, inspectors test connections, spare sprinklers with fire sprinkler cabinet and shop drawings.

**Total amount of \$ 120,200**

Exclusions:

An adequately sized water service located within the building and properly flushed in accordance with NFPA Pamphlet 13.

Electrical wiring.

Painting or priming of piping or supports.

Standpipe system or other hose equipment.

Adequate heat in all areas containing sprinkler piping.

Fire extinguishers or fire extinguisher cabinets.

Seismic bracing.

Fire alarm system.

Permits and plan review fees in excess of \$200

Performance bond

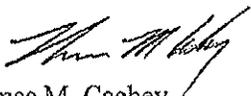
Cook County, State of Illinois or Village of Glenwood Permit

Payment Terms:

\$15,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date. Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Metal Wall Cladding & Dryvit System**

Scope of Work:

1. Removal of all exterior wall attachments.
2. Removal of existing gutters and downspouts.
3. Create openings as outlined on buildings for 4 new minimum 12' x 14' garage doors, 3 man doors and 6 windows. This will require both masonry and carpentry skills. Steel lintels will need to be installed.
4. Install steel siding system on all four sides of dual warehouse portions of building. Design of panels to be determined at bid meeting. Color determined by the Village, but will be a shade of green.
5. Install integral gutter system-oversized-to accommodate large fields of drainage. Downspouts to accommodate flows and discharge a minimum of 4' from building.
6. Prep brick surfaces of "lower" office area for Dryvit system application.
7. Install "Dryvit" type wall covering system. Colors and design to be determined at bid meeting.

**Total price \$ 302,820**

Alternate:

Provide openings in office wall for additional windows. Add \$1,500 per opening.

Exclusion:

Performance bond and all municipal permits.

Payment Terms:

\$30,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.  
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Roofing Replacement**

**Scope of Work:**

Demolition – Remove roof top equipment and haul off site.

Roofing – All Shingle Roofs: Remove existing roofing down to the wood deck. Mechanically fasten any loose decking to metal deck below. Remove and replace 50 sheets of damaged plywood included in bid price.

Install 6' of ice and water shield at the gutter edge. Install 30# asphalt felt over the remaining roof deck. Install gutter apron flashing at gutter edge and install fabricated aluminum outer drip edge flashing at all gables. Cut in and install ridge-vent at both peaks of warehouse section. Install new plumbing stack flashing boots. Flashings and flashing cement will be used where necessary to insure watershed. Install Owens Corning Oakridge medium weight limited lifetime architectural shingles. The labor is guaranteed for five years.

Saddle Area between Shingle Roofs: Remove approximately a 10' x 15' area of roofing at the east end near the scupper box. Install Poly ISO deck insulation in this area to bring height to correct level to insure watershed. Install mule hide self adhering peel and stick base sheet over the entire saddle area. Install smooth finish torchdown Firestone APP160 modified bitumen roof system over entire saddle area. This area of roof will extend up under the shingle roofs. Install metal flashing near scupper box to help direct water as it leaves roof. Install aluminum coping cap at the west end of saddle area. The labor is guaranteed for three years.

Flat Roofs at the West End of Building: The specifications and details of the work to be done in this area should be discussed further. There are alternative options available that will give us a sound serviceable roof system.

After units and mechanicals are removed by demolition contractor, we will tear off existing roofing down to the Gypsum deck. We will glue down 3.3" (R-25) POLY-ISO board deck insulation using OLY-Bond adhesive 2-part glue system. We will install 2 new drain insert kits with lead pans in drain areas. Install mule hide self adhering peel & stick base sheet covered by torchdown smooth finish Firestone APP160 modified bitumen roof system. All parapet walls and remaining roof protrusions will be flashed with the same material. The new roof will extend up and over the top of parapet walls. The labor is guaranteed for three years.

Install new Kynars painted steel coping cap over the top of all parapet walls

**Total Price of: \$277,295**

Alternates:

- 1) Additional plywood replacement would be figured at: add \$45 per sheet.
- 2) Remove and replace all plywood on the north or south slope, ½" CDX Plywood will be used which will be screwed to deck below. Add \$19,320.
- 3) Install Owen Corning Tru Definition Shingle in lieu of Oakridge shingle.  
Add \$7,200.
- 4) Install aluminum silver coat over the flat roof area and the saddle area. Add \$8,300.

Exclusion:

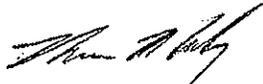
Performance bond and all municipal permits.

Payment Terms:

\$20,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date. Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Paving of Parking Lot**

Scope of Work:

**Parking Lot Asphalt Patching**

Remove and replace approximately 8,070 SF of asphalt at a 4" depth

- Saw cut and remove damaged asphalt and haul from site
- Fine grade existing stone base
- Install 2.5" of bituminous binder
- Install 1.5" of bituminous surface

**West Lot Sidewalk Removal & Installation of New Asphalt**

Area Approximately 689 sq. ft.

- Saw cut and remove sidewalk and haul from site
- Excavate 5" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

**West Lot Concrete Slab Removal & Installation of New Asphalt**

Removal of concrete slabs where existing equipment is located area approximately 316 sq. ft.

- Saw cut and remove concrete slabs (approx 8" thick) and haul from site
- Excavate 3" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Supply and install (1) new sewer riser to meet new grades
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

**Excavation of Landscaped Areas & Installation of New Asphalt**

Excavate landscaped areas in West lot to "Square off" existing circle drive approx. 936 sq. ft.

- Excavate 11" of dirt to achieve proper stone base depth and haul offsite
- Install 8" of CA-6 stone
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

**East Side Concrete Slab Removal & Installation of New Asphalt**

Removal of concrete slabs where existing equipment is located Area Approx: 2,090 SF

- Saw cut and remove concrete slabs (approx. 8" Thick) and haul from site
- Excavate 3" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Install 1.5" inches of Bituminous Binder
- Install 1.5" inches of Bituminous Surface

**East Side Gravel Removal & Installation of New Asphalt**

Removal of Gravel, Debris & Overgrowth Area Approx: 3,630 SF

- Remove existing garbage, plywood, weeds, and debris into dumpster and haul from site
- Excavate 6" of existing CA-7 stone to achieve proper CA-6 stone base depth
- Install 3" of CA-6 stone to cap existing CA-7 Stone base
- Install 1.5" inches of Bituminous Binder
- Install 1.5" inches of Bituminous Surface

**Installation of (2) Two New Asphalt Ramps**

Install 2 new asphalt ramps to new overhead doors -- 10'X12' each totaling 240 SF

- Saw cut and remove existing asphalt and haul from site
- Fine grade existing stone base
- Install on average 4 -- 9" inches of Bituminous Surface
- Compact edges to achieve smooth transition to existing asphalt

**Concrete Wheel Stop Removal and Replacement**

- Remove 60 existing wheel stops and haul from site
- Supply and install 31 New concrete wheel stops

**Sealcoat & Crack Fill Entire Parking Lot**

Area Approx 47,775 SF

Installation of sealcoat applied with Squeegee & Broom in two applications

- Crack fill approx. 3,500 LF with hot applied crack filler
- Restripe parking lot to match existing

**Total price \$ 108,100**

Exclusion:

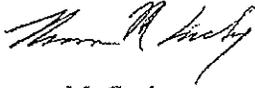
Performance bond and all municipal permits.

Payment Terms:

\$10,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.  
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II

**EXHIBIT D TO REAL ESTATE SALE CONTRACT AND REDEVELOPMENT  
AGREEMENT**  
(Form of Affidavit of Title )

**AFFIDAVIT OF TITLE**

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The Village of Glenwood referred to as Seller does hereby depose and say as follows:

1. Seller owns the legal title in certain real estate (hereinafter referred to as the "Property") which is legally described as follows:

[LEGAL TO BE INSERTED WHEN KNOWN]

PIN#: \_\_\_\_\_

2. Seller is over 18 years of age and under no legal disability.

3. This Affidavit is made by Seller in connection with the sale of the Property to the Tuffli Company, hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.

4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Village under the Illinois Mechanic Lien Act, except for: \_\_\_\_\_

\_\_\_\_\_

5. All fixtures now located in or on the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except Seller, and that there are no other leases, oral or written or other arrangements concerning the Property under which any person other than Seller has any possessory rights in the Property.

7. To the knowledge of Seller, there are no driveway agreements, overlaps, boundary lines in dispute, or unrecorded easements in regard to the Property nor are there any improvements from adjoining properties that encroach on the Property.

8. To the knowledge of Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller.

11. Neither Seller nor his agents have received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code or any other law or regulation.

12. Under penalty of perjury, Seller declares that he has examined this Affidavit of Title and to the best of Seller's knowledge and belief it is true, correct, and complete.

Dated: \_\_\_\_\_, 2013.

**SELLER**

\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing Affidavit of Title appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the \_\_\_\_\_ of the Village of Glenwood as the free and voluntary act of the Village of Glenwood School for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_<sup>th</sup> day  
of \_\_\_\_\_, 2013.

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



# EXHIBIT E - PROJECT SUMMARY

**2013 Program Year: October 1, 2013 through September 30, 2014**

Planner Rebecca Raines

SUBRECIPIENT **VILLAGE OF GLENWOOD**

ADDRESS 1 Asselborn Way CITY Glenwood ZIP 60425  
 PROGRAM MANAGER Donna M. Gayden PHONE (708) 757-2311 FAX (708) 753-2406 E-MAIL dgayden@villageofglenwood.com

PROJNUM	IDIS No.	PROJECT TITLE
1307-010		Capital Improvement: Sanitary Sewer and Water System Repairs

Account #: **9428225-580170.100**

Eligibility Citation	Award Amount	Additional Amount	Transfers into Project	Total Budget Summary	Award Match
570.201(c)	\$100,000			\$100,000	\$12,000.00

**SUMMARY PROJECT DESCRIPTION:**

**Eligibility:**

**LMI**

- Does Not Apply
- Area Benefit
- Limited Clientele
- Housing Activity
- Job Creation/Retention

**Slum Blight**

- Does Not Apply
- Area
- Spot

**Is Acquisition Required?**

- Yes
- No

Census Tracts	Block Groups	L/M Income %
828701	4	93%

**NARRATIVE:**

Awarded Location

Rebecca Street - from Main Street to Jane Street, Jane Street from Rebecca to Campbell, Campbell Ave. from Main to Jane Street

AWARDED Project Description

The proposed improvements include repairs to the Sanitary Sewer and Water System Repairs including five Hydrants, Water Valves, Mains, and other appurtenances.

**Specific Anticipated Accomplishments**

The specific accomplishments are:

- 7 Fire hydrants to be removed and replaced
- 3 water valves to be removed and replaced
- 2710 feet of sanitary sewer to be lined
- 5 sanitary manholes to be repaired
- 14 street signs to be removed and replaced

Environmental Review

Categorically Excluded (24 CFR 58.35)

Amendment

Amendment Date

Planner

Rebecca Raine

## PROJECT COMPLETION SCHEDULE

**Month 1**

Authorize engineer to prepare project for bid

**Month 2**

Preparation of specifications, field topography, preparation of books, preliminary engineering

**Month 3**

Preparation continues

**Month 4**

Advertisement of bids, Award construction contracts, Pre-construction Meeting

**Month 5**

Begin construction

**Month 6**

Construction continues

## PROJECT COMPLETION SCHEDULE

Month 7

Construction and Project completed  
Closeout and drawdown paperwork

Month 8

Month 9

Month 10

Month 11

Month 12

Project Complete

**STAFF SALARIES**

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
_____	_____	_____	\$0	_____	_____
_____	_____	_____	\$0	_____	_____
_____	_____	_____	\$0	_____	_____
_____	_____	_____	\$0	_____	_____
_____	_____	_____	\$0	_____	_____
<b>TOTAL SALARIES:</b>	<u>\$0</u>		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

**REMINDER**  
**NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.**

**LINE ITEM BUDGET**

**PROJECT ACTIVITY:**

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$100,000		\$100,000
Single-Family Rehabilitation			\$0
Economic Development			\$0
Demolition/Clearance			\$0
Acquisition			\$0
Relocation			\$0
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>

*Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.*

**PROJECT DELIVERY:** (You are encouraged to use CDBG Funds for salaries only.)

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0	\$0	\$0
Office Rent/Utilities			\$0
Postage			\$0
Printing (Rental Equipment)			\$0
Publication/Notices			\$0
Project Travel @ \$.565 per mile <u>OR</u> current IRS rate.			\$0
Other: _____			\$0
Other: _____			\$0

Professional Services: (Need to be Procured if using CDBG Funds.)

Architect			\$0
Engineering		\$12,000	\$12,000
Legal			\$0
Accounting (except Single Audit)			
Other: _____			\$0
Other: _____			\$0

<b>TOTAL PROJECT DELIVERY:</b>	<b>\$0</b>	<b>\$12,000</b>	<b>\$12,000</b>
--------------------------------	------------	-----------------	-----------------

<b>CDBG Grand Total</b>	<b>Match Grand Total</b>	<b>GRAND TOTAL ALL</b>
<b>\$100,000</b>	<b>\$12,000</b>	<b>\$112,000</b>

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2013 - \_\_\_\_\_**

**AN ORDINANCE AMENDING APPENDIX B OF THE VILLAGE OF GLENWOOD'S  
CODE OF ORDINANCES TITLED, SCHEDULE OF FEES IN ORDER TO INCREASE  
WATER RATES TO PASS ALONG DELIVERY CHARGES IMPOSED BY CHICAGO  
HEIGHTS**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 17th DAY OF SEPTEMBER 2013**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Glenwood, Cook  
County, Illinois this \_\_\_\_th day  
of September, 2013.

**ORDINANCE NO. 2013 - \_\_\_\_\_**

**AN ORDINANCE AMENDING APPENDIX B OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES TITLED, SCHEDULE OF FEES IN ORDER TO INCREASE WATER RATES TO PASS ALONG DELIVERY CHARGES IMPOSED BY CHICAGO HEIGHTS**

WHEREAS, the Village of Glenwood obtains its water from Hammond, Indiana through a delivery line previously funded by Glenwood and Chicago Heights;

WHEREAS, Glenwood and Chicago Heights have been negotiating a new water contract pursuant to which Glenwood will purchase water from Chicago Heights;

WHEREAS, pursuant to the prior water contract between the Village and Chicago Heights, the Village has been paying its proportionate share of the maintenance charges incurred by Chicago Heights for the maintenance and operation of the water line, pumps, and equipment used to transport water from Hammond, Indiana to Glenwood;

WHEREAS, in the new water contract Chicago Heights imposes a delivery charge of \$1.10 per each 1,000 gallons of water, retroactive to August 1, 2013, in order to cover the future maintenance, operation and future replacement costs for the line, pumps and other equipment necessary to transport water to Glenwood;

WHEREAS, the Corporate Authorities of the Village of Glenwood have determined that the public health and welfare necessitates that the operation and maintenance costs for the usage of the Village's combined water and sewerage system be revised in order to increase the Village's water rates in a manner that will match the \$1.10 per 1000 gallons delivery charge imposed by Chicago Heights; and

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

**SECTION 1: RECITALS.**

The forgoing recitals are a material part of this ordinance and are incorporated herein as if they were fully set forth in this section.

**SECTION 2: AMENDMENT TO CHAPTER 106 OF APPENDIX B OF THE VILLAGE OF GLENWOOD’S CODE OF ORDINANCES.**

That portion of Appendix B to the Village of Glenwood’s Code of Ordinances titled, Schedule of Fees, which contains the fees and charges required under the various provisions of Chapter 106 of the Village of Glenwood’s Code of Ordinances shall herein be amended and after amendment shall provide in its entirety as follows:

CHAPTER 106 UTILITIES		
106-36	Sewer permit and inspection fee	See Sections 22-84(1)(a) and 22-84(1)(b) of Appendix B
106-66	Drain layer, annual license fee	\$50.00
106-134	Water and sewer connection fees:	
	Water connection fee	See Section 22-84(5) of Appendix B
	Sewer connection fee	See Section 22-84(6) of Appendix B
106-136	Missed appointment--Weekday	\$50.00
	Missed appointment--Weekend	\$150.00
106-163	Water Charges	
106-163(a)(1)	Operation and Maintenance Charge: Rate, per 1,000 gallons	\$7.73
106-163(a)(1)	Operation and Maintenance Charge non-residential: Minimum monthly charge based on 5000 gallons	\$38.65
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 2,000,000 million but less than 3,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village’s sanitary sewer system	\$6.06
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 3,000,000 million but	\$6.00

	less than 4,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 4,000,000 million but less than 5,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.93
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 5,000,000 million but less than 6,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.86
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 6,000,000 million but less than 7,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.80
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 7,000,000 million gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.73
106-163(a)(2)	Debt Service Charge, per month	\$0.00
106-163(a)(3)(a)	Depreciation Fund Charge: Residential users, per month	\$5.35
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, per 1,000 gallons	\$1.67
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, Minimum monthly charge based on 5000 gallons	\$8.35
106-163(c)	Residential water accounts deposit	\$75.00
106-163(c)	Commercial water accounts deposit	\$300.00
106-163(c)	Industrial water accounts deposit	\$325.00
106-163(d)	Portion of charge calculated for residential sewer only users pursuant to subsection (3) of section 106-163(d)	\$10.00
106-169	Reconnection fee after disconnection	\$75.00
106-170	Missed appointment--Weekday	\$50.00
	Missed appointment--Weekend	\$150.00
106-197	Reconnection fee after discontinuance of service	\$200.00

**SECTION 3: 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 4: INVALIDITY.**

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

**SECTION 5: REPEALER.**

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. All existing ordinances of the Village which directly conflict with the terms of this Ordinance are herein repealed.

**SECTION 6: EFFECTIVE DATE.**

Since the water delivery charge imposed by Chicago Heights is retroactive to August 1, 2013, this Ordinance shall immediately be in full force and effect for all water bills issued after August 1, 2013 which have not yet been issued. This ordinance shall be published in pamphlet form.

PASSED by roll call vote this 17th day of September 2013.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 17th day of September 2013.

---

Kerry Durkin, Village President

ATTEST:

---

Ernestine Dobbins, Village Clerk

## Potential Employees for Glenwoodie

<u>Name</u>	<u>Position</u>	<u>*Hourly Rate of pay</u>
Julius Kuntu	Server	\$4.95
Jeremy Ballocks	Server	\$4.95
Robyn Green	Server	\$4.95
Jennifer Goethe	Server	\$4.95
Barbara Thomas	Server	\$4.95

\*Rate of pay will be increase to a minimum of \$8.25 per hour when gratuity is added.



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and Board of Trustees of the Village of Glenwood, Illinois, that there is hereby appropriated the sum of \$190,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2013 to April 30, 2014.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Ernestine Dobbins Clerk in and for the Village of Glenwood, County of Cook

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees at a meeting on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of

(SEAL) Village Clerk

Approved
Date
Department of Transportation
Regional Engineer



**Illinois Department  
of Transportation**

**Maintenance Engineering to be  
Performed by a Consulting Engineer**  
(to be attached to BLR 14231 or BLR 14221)

Local Agency Village of Glenwood  
Section Number 14-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

**PRELIMINARY ENGINEERING shall include:**

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

**ENGINEERING INSPECTION shall include:**

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

**SCHEDULE OF FEES**

Total of the Maintenance Operation	Negotiated Fee
<input checked="" type="checkbox"/> > \$20,000	\$250.00
<input type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	

**PLUS**

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%	1%	N
IIB	3%	NA	3%	NA	NA
III	4%	NA	4%	NA	NA
IV	5%	NA	6%	NA	NA

By: \_\_\_\_\_  
Local Agency Official Signature  
  
\_\_\_\_\_  
Village President  
Title  
  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Consulting Engineer Signature  
  
\_\_\_\_\_  
Director of Engineering  
Title  
P.E. Seal  
  
\_\_\_\_\_  
Date  
P.E. License  
Expiration Date



Period from 05/01/2013 to 04/30/2014 Section Number 14 - 00000 - 00 - GM  
Municipality Village of Glenwood

**Estimated Cost of Maintenance Operations**

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
1. Snow and Ice Control (State Joint Purchase)	I	Road Salt	TON	1250	60.00	\$75,000.00	\$75,000.00
2. Street Sweeping	I	Mechanical Street Sweep	EA	5	3000.00	\$15,000.00	15,000.00
3. Street Lighting Maintenance	I	Street Lighting Materials	LS	1	19,000.	\$19,000.00	
	IIA	Contract Maintenance	LS	1	4,000.0	\$4,000.00	23,000.00
4. Street Maintenance and Materials	I	Hot Mix Asphalt	TON	100	65.00	\$6,500.00	
	I	Street Signs	EA	200	100.00	\$20,000.00	
	I	Landscaping	SF	500	15.00	\$7,500.00	
	I	Aggregate Base Repair	TON	100	35.00	\$3,500.00	
	I	UPM Cold Patch	TON	100	112.00	\$11,200.00	
	I	Pavement Markings	FT	300	6.00	\$1,800.00	50,250.00
5. Contract Street Maintenance	IIA	Asphalt and Concrete Removal and Replacemt	LS	1	20,000.	\$20,000.00	20,000.00
Total Day Labor Costs						\$159,250.00	
Total Estimated Maintenance Operation Cost							<b>\$183,250.00</b>
Preliminary Engineering						250.00	
Engineering Inspection						0.00	
Material Testing						0.00	
Total Estimated Engineering Cost							\$ 250.00
Total Estimated Maintenance Cost							<b>\$ 183,500</b>

Submitted: \_\_\_\_\_ Date \_\_\_\_\_ Approved: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Municipal Official Title Village President \_\_\_\_\_ Regional Engineer

Submit Four (4) Copies to Regional Engineer

Bid Opening – Paintball Building  
September 9, 2013 2:00 pm

CMM Group – Metal Wall and Dry Vet \$517,000  
Lansing, Illinois

Total Roofing & Construction Services – Roof Replacement \$281,000

T.J. Cachey	Parking Lot	\$108,100
	Demolition	\$106,600
	Fire Sprinkler System	\$120,200
	Metal Wall and Dry Vet	\$302,820
	Roof Replacement	<u>\$277,295</u>
	TOTAL T.J. Cachey	\$915,015

Note: Bid received from Total Roofing & Construction of Dolton, IL, received by the Fire Chief and left at the firehouse for the bid opening. The bid was opened on Tuesday 9/10/13.

Date: September 11, 2013

To: Mayor and Board of Trustees  
Administrator Gayden

From: Chief Welsh

Subject: 537 W. 195<sup>th</sup> St. – Former Chicagoland Paintball Building

The bids we received for the five outlined projects at the paintball building were opened at 2:00 P.M. on Monday, September 9, 2013 in the Village Hall Council Chamber and were performed by Public Works Director McAneney, Finance Director Brunette, and myself. There were a total of seven bid packets delivered and opened.

The bids were mailed to 20 contractors. The Minority Contractors Association was mailed a copy of all bids and the list of vendors we recorded at our Minority Business Fair was emailed. The bids were all placed on the Dodge Construction Building billboard advertisement site.

After careful consideration of the bid packets provided, staff is recommending the award of the five independent work bids go to Cachey Construction Company of Orland Park. I have included all bids received for your review. Cachey was not only the low bidder on the two projects that they were challenged on, but the total work packet is \$915, 015.00. This is \$34,085 under our budget estimate. Cachey was also an excellent partner in the rehab at Nalco/Crossbow for the Village.

The recommendation is to authorize and approve the bids as provided. The remaining contracts involved in this project were before you this evening; it would be recommended that this approval be contingent on the execution of the sale, purchase, and redevelopment contracts, authorizing the Mayor and the Clerk to execute the documents.

If you have any questions, please advise.



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Paving of Parking Lot**

**Scope of Work:**

**Parking Lot Asphalt Patching**

Remove and replace approximately 8,070 SF of asphalt at a 4" depth

- Saw cut and remove damaged asphalt and haul from site
- Fine grade existing stone base
- Install 2.5" of bituminous binder
- Install 1.5" of bituminous surface

**West Lot Sidewalk Removal & Installation of New Asphalt**

Area Approximately 689 sq. ft.

- Saw cut and remove sidewalk and haul from site
- Excavate 5" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

**West Lot Concrete Slab Removal & Installation of New Asphalt**

Removal of concrete slabs where existing equipment is located area approximately 316 sq. ft.

- Saw cut and remove concrete slabs (approx 8" thick) and haul from site
- Excavate 3" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Supply and install (1) new sewer riser to meet new grades
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

**Excavation of Landscaped Areas & Installation of New Asphalt**

Excavate landscaped areas in West lot to "Square off" existing circle drive approx. 936 sq. ft.

- Excavate 11" of dirt to achieve proper stone base depth and haul offsite
- Install 8" of CA-6 stone
- Install 1.5" of bituminous binder
- Install 1.5" of bituminous surface

**East Side Concrete Slab Removal & Installation of New Asphalt**

Removal of concrete slabs where existing equipment is located Area Approx: 2,090 SF

- Saw cut and remove concrete slabs (approx. 8" Thick) and haul from site
- Excavate 3" of dirt to achieve proper stone base depth
- Install 8" of CA-6 stone
- Install 1.5" inches of Bituminous Binder
- Install 1.5" inches of Bituminous Surface

**East Side Gravel Removal & Installation of New Asphalt**

Removal of Gravel, Debris & Overgrowth Area Approx: 3,630 SF

- Remove existing garbage, plywood, weeds, and debris into dumpster and haul from site
- Excavate 6" of existing CA-7 stone to achieve proper CA-6 stone base depth
- Install 3" of CA-6 stone to cap existing CA-7 Stone base
- Install 1.5" inches of Bituminous Binder
- Install 1.5" inches of Bituminous Surface

**Installation of (2) Two New Asphalt Ramps**

Install 2 new asphalt ramps to new overhead doors – 10'X12' each totaling 240 SF

- Saw cut and remove existing asphalt and haul from site
- Fine grade existing stone base
- Install on average 4 – 9" inches of Bituminous Surface
- Compact edges to achieve smooth transition to existing asphalt

**Concrete Wheel Stop Removal and Replacement**

- Remove 60 existing wheel stops and haul from site
- Supply and install 31 New concrete wheel stops

**Sealcoat & Crack Fill Entire Parking Lot**

Area Approx 47,775 SF

Installation of sealcoat applied with Squeegee & Broom in two applications

- Crack fill approx. 3,500 LF with hot applied crack filler
- Restripe parking lot to match existing

**Total price \$ 108,100**

Exclusion:

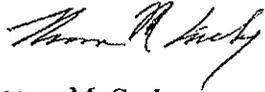
Performance bond and all municipal permits.

Payment Terms:

\$10,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.  
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Demolition**

**Scope of Work:**

1. Remove fencing in east edge of property.
2. Provide temporary construction fence 6' high with one minimum width of 15' drive gate on the south face in the west corner. Fence will install in west-south and east property lines and attached to existing north fence.
3. Demolish and remove all interior non load bearing walls inclusive of plumbing, electrical, and HVAC components.
4. Provide openings in exterior walls as prescribed by future tenants.

**Total price \$ 106,600**

**Exclusion:**

Performance bond and all municipal permits.

**Payment Terms:**

\$10,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.  
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,

Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Fire Sprinkler System**

**Scope of Work:**

Furnish all labor and material necessary to install a complete two-zone wet-piped sprinkler system in accordance with NFPA Pamphlet 13, sketches, verbal instructions and our exclusions and clarifications as outlined below.

Protection in shop areas will be in accordance with Ordinary Hazard Group II for a manufacturing occupancy. Please note that storage will be limited to that which is miscellaneous to the manufacturing occupancy and will be limited to 12'-0" in height. Protection in the Office areas will be in accordance with Light Hazard.

Sprinklers in the office will be chrome pendent type with recessed escutcheons installed on concealed black piping and will be located at center or quarter points of ceiling tiles.

Please note that sprinklers in the handball courts may require that openings be cut into the existing ceiling (by others) to provide adequate access for installation of sprinklers.

All material will be industry standard and UL Listed or FM Approved as required.

We also include the double check detector assembly, one (1) 2 ½" valved outlet for the domestic water connection, one (1) Storz type fire department connection located immediately adjacent to the fire protection header, all other necessary valves, drains, waterflow detectors, inspectors test connections, spare sprinklers with fire sprinkler cabinet and shop drawings.

**Total amount of \$ 120,200**

Exclusions:

An adequately sized water service located within the building and properly flushed in accordance with NFPA Pamphlet 13.

Electrical wiring.

Painting or priming of piping or supports.

Standpipe system or other hose equipment.

Adequate heat in all areas containing sprinkler piping.

Fire extinguishers or fire extinguisher cabinets.

Seismic bracing.

Fire alarm system.

Permits and plan review fees in excess of \$200

Performance bond

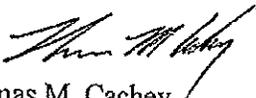
Cook County, State of Illinois or Village of Glenwood Permit

Payment Terms:

\$15,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.  
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Metal Wall Cladding & Dryvit System**

**Scope of Work:**

1. Removal of all exterior wall attachments.
2. Removal of existing gutters and downspouts.
3. Create openings as outlined on buildings for 4 new minimum 12' x 14' garage doors, 3 man doors and 6 windows. This will require both masonry and carpentry skills. Steel lintels will need to be installed.
4. Install steel siding system on all four sides of dual warehouse portions of building. Design of panels to be determined at bid meeting. Color determined by the Village, but will be a shade of green.
5. Install integral gutter system-oversized-to accommodate large fields of drainage. Downspouts to accommodate flows and discharge a minimum of 4' from building.
6. Prep brick surfaces of "lower" office area for Dryvit system application.
7. Install "Dryvit" type wall covering system. Colors and design to be determined at bid meeting.

**Total price \$ 302,820**

**Alternate:**

Provide openings in office wall for additional windows. Add \$1,500 per opening.

Exclusion:

Performance bond and all municipal permits.

Payment Terms:

\$30,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date.  
Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II



9961 WEST 151<sup>ST</sup> STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

**Category: Roofing Replacement**

**Scope of Work:**

Demolition – Remove roof top equipment and haul off site.

Roofing. – All Shingle Roofs: Remove existing roofing down to the wood deck. Mechanically fasten any loose decking to metal deck below. Remove and replace 50 sheets of damaged plywood included in bid price.

Install 6' of ice and water shield at the gutter edge. Install 30# asphalt felt over the remaining roof deck. Install gutter apron flashing at gutter edge and install fabricated aluminum outer drip edge flashing at all gables. Cut in and install ridge-vent at both peaks of warehouse section. Install new plumbing stack flashing boots. Flashings and flashing cement will be used where necessary to insure watershed. Install Owens Corning Oakridge medium weight limited lifetime architectural shingles. The labor is guaranteed for five years.

Saddle Area between Shingle Roofs: Remove approximately a 10' x 15' area of roofing at the east end near the scupper box. Install Poly ISO deck insulation in this area to bring height to correct level to insure watershed. Install mule hide self adhering peel and stick base sheet over the entire saddle area. Install smooth finish torchdown Firestone APP160 modified bitumen roof system over entire saddle area. This area of roof will extend up under the shingle roofs. Install metal flashing near scupper box to help direct water as it leaves roof. Install aluminum coping cap at the west end of saddle area. The labor is guaranteed for three years.

Flat Roofs at the West End of Building: The specifications and details of the work to be done in this area should be discussed further. There are alternative options available that will give us a sound serviceable roof system.

After units and mechanicals are removed by demolition contractor, we will tear off existing roofing down to the Gypsum deck. We will glue down 3.3" (R-25) POLY-ISO board deck insulation using OLY-Bond adhesive 2-part glue system. We will install 2 new drain insert kits with lead pans in drain areas. Install mule hide self adhering peel & stick base sheet covered by torchdown smooth finish Firestone APP160 modified bitumen roof system. All parapet walls and remaining roof protrusions will be flashed with the same material. The new roof will extend up and over the top of parapet walls. The labor is guaranteed for three years.

Install new Kynars painted steel coping cap over the top of all parapet walls

**Total Price of: \$277,295**

**Alternates:**

- 1) Additional plywood replacement would be figured at: add \$45 per sheet.
- 2) Remove and replace all plywood on the north or south slope, ½" CDX Plywood will be used which will be screwed to deck below. Add \$19,320.
- 3) Install Owen Corning Tru Definition Shingle in lieu of Oakridge shingle.  
Add \$7,200.
- 4) Install aluminum silver coat over the flat roof area and the saddle area. Add \$8,300.

**Exclusion:**

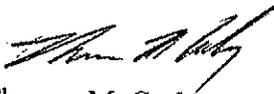
Performance bond and all municipal permits.

**Payment Terms:**

\$20,000 due at execution of contract.

Progress billings will be issued monthly and are due within 10 days of invoice date. Delinquent accounts are subject to an interest charge of 2% per month.

Respectfully submitted,



Thomas M. Cachey  
President, T. J. Cachey Builders, Inc. II

9. Prepare a site specific safety plan.
10. All removed materials will be disposed of legally.
11. We will provide an on site safety representative while working.

We have no removal of existing fence, no work on the tie in wall and roof of the low building to the tall building, no metal coping work on the low building roof, no re-grading of surface around the building for drainage, no patching of HVAC openings in the exterior walls is included because we can not tell what is functioning and what is not, based on normal working hours.

We look forward to working with you on this project. If you have any question I can be reached on my cell at 708-362-7586.

Sincerely,  
CMM Group, Inc.

*Michael E. Bergin, President*

Michael E. Bergin  
President



DATE PROPOSAL SUBMITTED: September 9, 2013

PROPOSAL SUBMITTED TO: Village of Glenwood  
537 W. 195th Street  
Glenwood, IL 60425

PROPOSAL FOR: Roof Replacement: of former Argo Gymnastics  
& Chicagoland Paintball Building.

WE HEREBY PROPOSE TO FURNISH ALL THE LABOR AND ALL THE  
MATERIALS NECESSARY FOR THE COMPLETION OF:

SHINGLE ROOF SPECIFICATIONS:

- 1.) Furnish and post all permits required by city of  
Glenwood, IL.
- 2.) Furnish State of Illinois Roofing Contractor License  
and certificate of liability insurance listing  
Village of Glenwood as certificate holder.  
NOTE: Unlimited Roofing License.
- 3.) Remove and dispose of all existing:
  - shingles
  - underlayment felts
  - sub-flashing @ walls
  - rotten or deteriorated deckingNOTE: a.) Roof shall be maintained in continuous  
watertight condition during construction  
b.) Grounds and walls to be protected by tarps  
and/or plywood  
c.) Jobsite will be kept clean at end of each  
work day.
- 4.) Rotten or deteriorated wood decking replacement - see  
Unit Cost.  
Minor wood decking replacement is completed at no  
extra charge. Minor wood decking replacement is  
limited to 1 sheet or 32 sq. ft. Deck replacement  
will match thickness of existing deck.

Proposal for: 537 W. 195th Street  
Glenwood, IL

5.) UNIT PRICES: The undersigned hereby declares that, for adjusting the contract sum in accordance with changes in the work additive or deductive including all labor and materials, overhead and profit, the following list of unit prices are part of this proposal.

ITEM	UNIT	UNIT COST
CDX PLYWOOD ROOF DECKING	½" X 4' X 8'	\$ 50.00
DECKING	1X4, 1X6, 1X8, 1X10	\$3.50 PER LINEAL FT.

NOTE: Owner or owner agent will be notified per deck inspection; change orders will be made per building, if deck replacement is found.

- 6.) All debris will be hauled away off/site and disposed of in a legal manner.
- 7.) Furnish and install new Ice & Water Shield leak barrier at all:
- eaves (gutter edges) Leak barrier will be installed a minimum of 24" inside of warmwall, some locations up to 6'.
  - valleys
  - vulnerable rake areas
- 8.) Furnish and install new 2-layers of #15 underlayment felt paper of all remaining decking.
- 9.) Furnish and install new starter strip shingles (starter course) at all eaves (gutter edges) rake edges.
- 10.) Furnish and install new Owens Corning Oakridge 30 architectural shingles with Class "A" Fire rating, and high winds uplift with limited warranty as per manufacturer's specifications. A 30 year limited transferable warranty will be provided by the manufacturer. Color to be owner's choice from enclosed samples.  
Color: \_\_\_\_\_
- Accepted: \_\_\_\_\_
- NOTES: All work is nailed as per manufacturer's specifications.

Proposal for: 537 W. 195th Street  
Glenwood, IL

- 11.) Furnish and install new Owens Corning Hip and Ridge caps.
- 12.) Furnish and install new plumbing vent stack covers, if needed.
- 13.) Furnish and install new Ventilation System. Snow Country externally baffled ridge vents, cutting all openings to manufacturer's specifications.
- 14.) Furnish and install new sub-flashing (baby tins) (oversize) at all walls, as needed.

TOP MAJOR VALLEY SPECIFICATIONS:

- 1.) Furnish and install new asphalt primer over existing Modified Bitumen roof system.
- 2.) Furnish and install new GAF Ruberoid Modified Bitumen Granulated flat roof system.  
Color: \_\_\_\_\_  
Note: Extending up and under new shingle roof system no less than 3'.
- 3.) Furnish and install new aluminum capping at front parapet wall.  
Color: \_\_\_\_\_

LOWER FRONT ROOF:

- 1.) Tear off and dispose of existing roof and haul away.
- 2.) Install 1.5" Isocyanurate insulate and mechanically fasten.
- 3.) Remove existing curbs and dispose of.
- 4.) Lower existing HVAC units (disconnect by others).
- 5.) Install GAF White Granulated Modified Roof system, installed as per manufacturers specifications.
- 6.) 15 Year warranty included on flat roof system. Given after completion of project.

Proposal for: 537 W. 195th Street  
Glenwood, IL

- 7.) NOTE: Any deteriorated gypsum deck is \$10.00 per ft. replacement.
- 8.) Perimeter capping by others.
- 9.) All wages bid as per prevailing wages.

TOTAL COST: \$ 281,000.00

Accepted: \_\_\_\_\_

TERMS: 1/2 DOWN UPON ACCEPTANCE OF PROPOSAL, BALANCE  
TO BE PAID IN FULL UPON JOB COMPLETION.

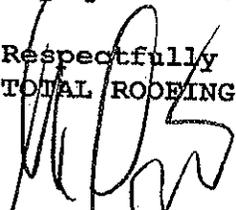
SHINGLE WARRANTY:

UPON COMPLETION OF THIS PROJECT AND PAYMENT IN FULL, A 30 YEAR MANUFACTURER'S LIMITED WARRANTY ON MATERIAL SUPPLIED BY MANUFACTURER, AND A 5 YEAR TOTAL ROOFING AND CONSTRUCTION SERVICES, INC. WARRANTY ON WORKMANSHIP WILL BE ISSUED.

NOTE #1: This proposal may be withdrawn if not signed within 45 days.

Hoping this meets with your approval. Please call me with any questions regarding this proposal.

Respectfully submitted,  
TOTAL ROOFING & CONSTRUCTION SERVICES, INC.

  
Greg Cooper  
President

Proposal for: 537 W. 195th Street  
Glenwood, IL

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. I hereby represent and acknowledge that I am the owner, or agent for the owner, of the property and hereby authorize you to perform the work as specified. I also acknowledge that failure to pay will void all warranties. Payment will be made as specified in the terms of the contract. I agree to pay for the costs, including reasonable attorney fees and expenses, for the filing of a mechanic's lien or any legal action necessary to recover payments if they are not paid as outlined above. A finance charge of 1 1/2"% per month will be added to all past due balances. This is an annual percentage rate of 18%.

Accepted

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



[sender name/contact info]

May XX, 2013

Addressee

AT&T Illinois ("AT&T") is in the process of installing facilities in the public rights-of-way ("ROW"), as that term is defined in the Cable and Video Competition Law of 2007, 220 ILCS §21-201(q), within the Village of \_\_\_\_\_, Illinois in connection with AT&T's network upgrade, known as Project VIP. As part of this upgrade process, AT&T remains committed to working with the Village of \_\_\_\_\_pertaining to the screening, landscaping and maintenance of these facilities.

In furtherance of this commitment, AT&T agrees to the terms contained in this letter (the "Agreement"). Specifically, AT&T will pay the Village \$\_\_\_\_\_ (a "Payment") for each separate Video-Ready Access Device ("VRAD") located in the ROW of the Village ("AT&T's Facilities"). The Payment(s) shall be used by the Village for screening, landscaping and maintenance of the screening and landscaping related to AT&T's Facilities, following the restoration of the construction area by AT&T at its expense after the installation of the VRAD, subject to the following terms:

1. The Village assumes all responsibilities, including all costs, expenses and liabilities, related to the screening and landscaping of AT&T's Facilities within the Village. In fulfilling these responsibilities, the Village shall: (i) comply with all applicable land use and safety regulations including, but not limited to, the Illinois Underground Utilities Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.*; and (ii) reserve a four (4) foot set-back from all four sides of every VRAD cabinet, upon which no landscaping or obstruction will be placed, such that every VRAD cabinet may be easily accessed by AT&T.
2. Except for its responsibility to make the Payment(s), AT&T is not responsible for any costs, expenses or liabilities related to the screening and landscaping or the ongoing maintenance of the screening and landscaping of AT&T's Facilities within the Village.
3. AT&T's Facilities installed while this Agreement is in effect shall not be subject to any Village Code provisions regarding screening, landscaping, maintenance or security requirements related thereto, including, but not limited to, the posting of a bond, letter of credit or the establishment of an escrow account.
4. AT&T asserts that any payment obligations, including bond, letter of credit or escrow account requirements, imposed by the Village in relation to AT&T's Facilities are inconsistent with applicable law, including the Cable and Video

Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*, the Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 *et seq.* or the Telephone Company Act, 220 ILCS 65/1 *et seq.* However, despite AT&T's assertion, AT&T will make this payment voluntarily under the conditions described above. As to other municipalities, AT&T reserves the right to challenge any such similar payment requirement.

This Agreement shall remain in effect through the end of 2015; provided, however, the parties agree the Village (i) retains the obligation to secure and maintain the screening and landscaping after the Agreement expires and (ii) shall not impose that obligation on AT&T, its agents, or its contractors.

Please express your agreement and acceptance of the terms of this Agreement by signing below.

Sincerely,

James G. Maurer  
Vice President  
External Affairs

**AGREED TO AND ACCEPTED:**

**Village of** \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### AT&T VRAD Screening Options

Option 1: AT&T engineer does site visits with the City and determine which sites will require landscaping and AT&T will provide the City a stipend of \$2000 per site in the City ROW. The City will assume all responsibility for the installation and on-going maintenance of those sites. The City is not obligated to landscape ANY sites but to the extent it is determined screening is needed, this money would be used for that purpose. AT&T will restore all sites to original condition (clean site, return to grade, fresh top soil, new grass seed, etc.) unless dictated not to by the City.

Option 2: No site visits are conducted. AT&T will provide the City a stipend of \$1500 for each box constructed in the City ROW. The City will assume all responsibility for the installation and on-going maintenance of those sites. The City is not obligated to landscape ANY sites but to the extent it is determined screening is needed, this fund would be used for that purpose. AT&T will restore all sites to original condition (clean site, return to grade, fresh top soil, new grass seed, etc.)

## EXCLUSIVE VIDEO GAMING TERMINAL LOCATION AGREEMENT

THIS EXCLUSIVE VIDEO GAMING TERMINAL LOCATION AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2013 by and between Tangent Gaming Capital, LLC ("Tangent") and GLENWOODIE GOLF COURSE ("Establishment") (collectively the "Parties").

**WHEREAS**, the State of Illinois has authorized the placement and play of Video Gaming Terminals ("VGTs") pursuant to the Illinois Video Gaming Act ("Act") and the related rules, regulations, orders and directions of the Illinois Gaming Board ("IGB") which shall govern the operation and play of VGTs;

**WHEREAS**, Tangent and Establishment desire to enter into a business relationship for the placement and operation of VGTs and all ancillary equipment, parts, inventory, which shall include but not be limited to the required hardware, software and communications links to the IGB central communications system (collectively the "Equipment") at the Establishment's location known as GLENWOODIE GOLF COURSE, located at 19301 S. State St., Glenwood, IL 60425, Illinois (the "Location");

**NOW, THEREFORE**, the Parties hereby covenant, warrant, represent and agree as follows:

1. **Term.** The initial term of this Agreement shall be for a period of three (3) years (the "Initial Term"), and will commence on the date a VGT is first operated at the Location. This Agreement will automatically renew for an additional automatic renewal term of two (2) years (the "Renewal Term"), unless written notice of termination is given by one of the Parties at least 90 days prior to the expiration of the Initial Term or then-current renewal term. This Agreement shall continue At-Will following the expiration of the Renewal Term, providing that either party hereto may terminate this Agreement with 120 days written notice or other term of notice required by the IGB (whichever is longer). The Initial Term, together with any and all renewal terms, shall be collectively referred to herein as the "Term."

2. **Exclusive Agreement.** Establishment agrees that during the Term, Tangent shall have the exclusive right to place and/or operate VGTs and Equipment at the Location. It is understood and agreed that during the Term of this Agreement and any extensions or continuations thereof, no other person, firm, corporation, for profit or non-profit entity, including Establishment, shall have the right to operate or place any VGTs at the location.

Additionally, the parties acknowledge that the Establishment is owned and operated by a municipality of the State of Illinois and that the Mayor and/or Trustees of the municipality may seek to "opt-out" of the Act, suspend or restrict gaming operations at this Establishment specifically or the municipality generally during the Term of this Agreement. The Parties hereto agree that should the municipality "opt-out" of the Act, suspend or restrict gaming operations for any reason at this Establishment (or any other establishment) at this Location according to the municipality's own code, act or vote, that this Exclusive Agreement shall continue until such time as the municipality "opts-in" to the Act or lifts any suspension or restriction of gaming at this Establishment (or any other establishment) at this Location. The Parties further agree that no other operator of VGTs shall be allowed to locate, install or operate VGTs other than Tangent, its successors or assigns, during the Term of this Agreement which includes any "opt-out" period, suspension or restriction of gaming or any period that extends the Term due to any future actions taken by this municipality to "opt-out", suspend or restrict gaming at this Establishment (or any other establishment) at this Location. For example, should this municipality "opt-out" of the Act and then "opt-in" to the Act one year later, the Term and Exclusivity is extended by one year and no other operator of VGTs shall place or operate games at this Establishment (or any other establishment) at this Location during the "opt-out" period or the remaining Term of this Agreement.

Additionally, Establishment warrants that it has not previously signed any agreement with any other person or entity authorizing the placement and operation of VGTs at the location which is the subject of this Agreement.

3. **Taxes; Determination and Division of Net Terminal Income.** For and in consideration of the exclusive right to place and operate VGTs in the Location, Tangent shall pay to Establishment the Establishment's share of the Net Terminal Income generated by the VGTs subtracted by the Establishment's share of (a) the Gaming Tax (as hereinafter defined), (b) any other fees, taxes or charges imposed by the IGB or any other entity or governmental body, and (c) any Joint Costs (as hereinafter defined). Tangent will maintain a bank account for the deposit of revenues generated from VGTs in the Establishment. After reading the meters, Tangent will deposit the revenues generated from VGTs in the Establishment into the bank account and prepare the necessary reports to determine the Net Terminal Income and the Gaming Tax. The "Gaming Tax" is a tax on Net Terminal Income created under the Act and collected by the IGB. Each party shall be responsible for one-half of the Gaming Tax. The parties may at their option agree that certain identified expenses be shared by the Parties in a mutually acceptable manner (such expenses shall be referred to herein as "Joint Costs").

4. **Licenses and Permits.** The Parties shall obtain the applicable IGB license prior to supplying, installing or accepting any VGTs and shall maintain its respective IGB license during the Term. Establishment represents and warrants that it has a valid liquor license and covenants that it shall maintain said license and all other required permits and licenses in good standing at all times during the Term.

5. **Compliance with IGB.** The Parties agree to comply with the Act, all IGB rules and regulations (the "Rules") and all IGB requests.

6. **Tangent's Obligations.** In addition to its obligations under the Act, or the Rules or as otherwise set forth in this Agreement, Tangent shall:

- A. Provide up to five (5) VGTs and other Equipment in the Location. Tangent reserves the right to remove or modify the number of VGTs based on revenue performance;
- B. Provide routine maintenance and repair services to the VGTs and Equipment (including hardware and software) to keep them in good working order;
- C. Perform the required machine accounting and reporting functions, including collecting the money from the VGTs;
- D. Connect the VGTs to the IGB central communication system ("CCS");
- E. Maintain an adequate video gaming terminal fund in the amount required by the IGB.

7. **Establishment's Obligations.** In addition to its obligations under the Act, or the Rules or as otherwise set forth in this Agreement, Establishment shall:

- A. Provide a secure premises for the placement, operation and play of VGTs, and prevent persons who are under 21 years of age or visibly intoxicated from accessing the gaming area or playing the VGTs;
- B. Ensure that the gaming area entrance is within view of an employee who is at least 21 years old;
- C. Promptly notify Tangent of any needed repairs or maintenance to the VGTs;
- D. Notwithstanding anything herein to the contrary, be responsible for repairs to the VGTs and Equipment necessitated due to the negligence or willful misconduct of Establishment, its employees or agents;
- E. Provide Tangent with access to the premises at all times during Establishment's business hours to install, service and replace VGTs and Equipment (including hardware and software) and collect money;
- F. Provide the necessary electricity for the operation of the VGTs and Equipment during all of its business hours;
- G. Prevent VGTs and/or for the CCS, or Equipment from being removed, damaged or destroyed;
- H. Ensure that all connections with the CCS are at all times maintained, and prevent any person from tampering or interfering with the approved, continuing operation of the CCS.
- I. Add Tangent Gaming Capitol, LLC as an additional insured in case of loss.

8. **Termination; Remedies**

- A. This Agreement shall automatically terminate if any of the following events occurs: a) either of the Parties, Licenses is terminated, canceled or revoked by the IGB; or b) either of the Parties materially breaches any material obligation of the Agreement, and fails to remedy said breach within thirty (30) days of receipt of written notice of breach.
- B. Upon termination of the Agreement by either Party or by expiration of the Term, Establishment expressly agrees to immediately cease all further use of the VGTs and any Equipment placed by Tangent and permits Tangent without legal action immediate and unrestricted access to the Premises to disable and/or remove the VGTs and any Equipment installed by Tangent.
- C. Termination of the Agreement shall be without prejudice to either Party pursuing any other remedies available in law or equity. Establishment acknowledges and agrees that any breach or threatened breach by Establishment hereunder will cause immediate irreparable injury to Tangent for which monetary damages may not provide an adequate remedy. As such, in the event Establishment breaches any of the provisions of this Agreement, in addition to Tangent's right to terminate this Agreement by written notice to Establishment and all of Tangent's other rights and remedies at law or in equity, Tangent shall have the right to injunctive or other equitable relief, including the right to have this Agreement specifically enforced by a court of competent jurisdiction.

9. **Assignment.** Establishment hereby consents to the transfer and assignment of all of Tangent's rights, duties and obligations under this Agreement and any amendments hereto. Tangent's assignment of this Agreement shall not constitute a default under or termination of this Agreement. Once the IGB has commenced issuing terminal operators licenses under the Act, any subsequent assignment of this Agreement by Tangent or its assignee must be to a licensed terminal operator.

10. **Ownership; Liens and Encumbrances.** Establishment acknowledges that the VGTs and Equipment herein specified, or hereafter acquired and placed at the Location by Tangent, shall remain the property of Tangent at all times, and Establishment shall not pledge the machines or Equipment as collateral security to any lender or other third party, nor cause any lien or encumbrance whatsoever to be filed against such property, nor in any manner interfere with Tangent's right, title and interest in such property.

11. **Remodel/Renovation.** The Parties acknowledge and understand that from time to time the Establishment may be required to shut down or suspend operations VGTs for remodeling, renovations or other unforeseen circumstances. The Parties further agree that for every day the VGTs are shut down or suspend operations for renovation, remodel or other unforeseen circumstance such as weather, the Term of this Agreement shall be extended by the exact same number of days the VGTs are shut down or suspended. The Establishment shall provide 21 days written notice to Tangent prior to remodeling or renovating the Location in order that Tangent can comply with any IGB rules and regulations relating to shutting down or suspending operations of VGTs.

12. **Indemnification.** Tangent and Establishment agree to indemnify and hold harmless the State of Illinois, the IGB and its agents from any cause of action arising from this Agreement.

13. **Other Agreements; Complete Agreement; Severability.** Each Party hereto represents and warrants that its execution and performance of this Agreement will not constitute a default or breach of any other obligation of said Party or of any other agreement by which said Party is bound. This Agreement merges all prior negotiations, interpretations and oral or written agreements between the Parties and contains the entire agreement between the Parties with respect to the subject matter hereof. If any portion of this Agreement violates any law, or for any reason shall be deemed unenforceable, it shall not affect the remainder of this Agreement.

14. **Sale; Transfer; Assignment.** This Agreement shall NOT terminate in the event of a sale of the business or assets of Establishment, an assignment of its lease or a sale of its location. Establishment shall cause any purchaser or lessee, and the legal representatives, successors and assigns thereof, to assume all obligations hereunder relating to the then-remaining portion of the Term. However, under such circumstances, the initial Establishment will not be relieved of its obligations hereunder. In the event that Establishment transfers or moves its liquor license and/or operations from the Location to a new location, this Agreement shall remain in full force and effect and shall apply to the new location the same as though it were the Location. Establishment shall not assign this Agreement without Tangent's written consent, which may be withheld in its sole, but reasonable, discretion.

15. **Binding Effect.** All covenants, representations, warranties and other provisions contained herein shall inure to the benefit of and be binding upon the heirs, successors and permitted assigns of the Parties.

16. **Authority.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by said Party has been duly authorized and approved, will not violate its organizational documents, and that this Agreement shall be binding on said Party in accordance with its terms.

17. **Lawful Purpose of Contract/Saving Clause.** In the event the State or any other governmental authority shall make illegal a specific business activity or purpose contemplated by this Agreement, that activity or purpose shall become null and void as of the effective date of such law, but only to the extent such activity or purpose is illegal. This Agreement shall be modified by the Parties as may be required to comply with statutory or regulatory requirements which may change from time to time. Tangent and Establishment each hereby agree to hold harmless the State of Illinois, the IGB and their respective agents for any cause of action arising out of this Agreement, including, without limitation, any damages suffered by the Parties hereto from the loss of any or all operations in any municipality that "opts out" under the Act and disallows the subject gaming activities.

18. **Definitions; Headings.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Act. The headings set forth in this Agreement are inserted only as a matter of convenience and for reference, and do not define, limit or describe the scope of this Agreement, nor the intent of any provision hereof.

19. **Notices.** All notices shall be deemed duly served (a) on the date sent if delivered by hand, (b) one (1) day after the date deposited with an overnight delivery service, (c) on the date transmitted if delivered via facsimile, or (d) on the date received or the date upon which receipt is refused, if sent by registered or certified U.S. Mail, postage prepaid, return receipt requested. All notices shall be addressed to the intended recipient at the address for said Party set forth at the bottom of this Agreement, or such other address as such Party may designate in writing.

20. **Counterparts; Fax Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Fax or e-mail signatures of this Agreement shall be treated as originals.

21. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflicts-of-law provisions. Any dispute arising from or related to this Agreement shall be brought in a court of competent jurisdiction in Cook County, Illinois.

22. **IGB Approval.** The Parties understand that this Agreement may require amendment from time to time in order to comply with the requirements of the IGB and/or changes to the Act and agree to execute such amendments accordingly.

23. **Revocation or Surrender of License.** In the event that Tangent has its IGB license revoked or surrenders its license, Establishment shall not have any further contractual obligation to Tangent hereunder. In the event that Establishment has its IGB license and/or liquor license suspended or revoked, Tangent shall have the right to terminate this Agreement effective immediately and to remove all VGTs and other equipment from the Location at Establishment's expense.

24. **No Inducement or Coercion.** Each Party affirmatively states that (i) no inducement has been offered or accepted regarding the placement or operation of VGTs in the Establishment and (ii) it has not been coerced to enter into this Agreement.

25. **Recordation.** This Agreement or a memorandum hereof may be filed by Tangent with the Recorder of Deeds and/or pursuant to the Illinois Uniform Commercial Code.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date, day and year first above written.

**Tangent Gaming Capital, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:  
c/o Terence M. Dunleavy  
Vedder Price P.C.  
222 North LaSalle Street  
Chicago, IL 60601

**ESTABLISHMENT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Facsimile No. \_\_\_\_\_