COMMITTEE OF THE WHOLE MEETING
No. 2014-02
TUESDAY, FEBRUARY 4, 2014

6:00 P.M.

CALL TO ORDER

ROLL CALL

ADMINISTRATION

1. Ordinance increasing the depreciation fee for water and sewer users and establishing a Storm Water Maintenance Fee
2. Resolution authorizing a Village Representative to execute Power Supply Contract(s) with the Lowest Responsible Bidder(s)
3. First Amended Redevelopment Agreement with Wilson-Bell, Inc. and Morrison Timing Screw Company, dba Morrison Container Handling Solutions
4. Overtime Freeze
5. Discussion of training for Landauer Redevelopment Agreement
6. 2014 Glenwoodie proposed Season Pass Increase
7. Chipper Repair
8. RFP for Municipal Services

OPEN TO THE PUBLIC

Executive Closed Session under Section 2(c)(1) Personnel and Section 2(c)(5) Real Estate Acquisition and Section 2(c) 11 Litigation

ADJOURNMENT

Sincerely,

Donna M. Gayden
Village Administrator

Posted and distributed 1/31/14

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2014 - _____

AN ORDINANCE INCREASING THE DEPRECIATION FEE FOR WATER AND SEWER USERS AND ESTBLISHING A STORM WATER MAINTENANCE FEE

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 4th DAY OF FEBRUARY 2014

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 4th day
of February 2014.

ORDINANCE NO. 2014 - _____

AN ORDINANCE INCREASING THE DEPRECIATION FEE FOR WATER AND SEWER USERS AND ESTBLISHING A STORM WATER MAINTENANCE FEE

WHEREAS, the corporate authorities of the Village of Glenwood determines that the it is within best interests of the Village's health and welfare to increase the depreciation fee charged to users of its water and sanitary sewer systems in order to maintain an adequate reserve to fund the future capital requirements of these systems;

WHEREAS, the Village of Glenwood has previously funded the repair and maintenance of its storm sewer system for the benefit of all its residents and businesses without charging any fee to the residents and businesses that are benefitted by this system;

WHEREAS, the corporate authorities of the Village of Glenwood determines that it is within best interests of the Village's health and welfare to establish a flat fee charged to users of its water and sewer systems in order to maintain an adequate reserve to fund the future capital requirements of the Village's storm sewer system;

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 SECTION 106-163 TO ADD A STORM SEWER FEE

Section 106-163 of the Code of Ordinances of the Village of Glenwood shall be amended to add a new storm water maintenance fee and following such amendment be revised to state in

its entirety as follows:

106-163 Charges

(a) The charges for the use of the village's combined water and sewerage system shall be as provided in appendix B, Schedule of Fees of this Code, as revised from time to time. The charges owed by each user of the village's combined water and sewer system during each month shall be calculated pursuant to the following formula:

O&M + DS + DF + AF + SWM = Monthly user charge
where:
O&M is the monthly Operation and Maintenance charge;
DS is the monthly Debt Service charge;
DF is the monthly Depreciation Fund charge;
AF is an Administrative fee.
SWM is a monthly Storm Water Maintenance Fee

(1) *Operation and maintenance charge.* Except where minimum usage charges apply, the monthly operation and maintenance charge shall be based upon the amount of water consumed as shown on the water meters located on the premises using water. The monthly operation and maintenance charge shall be that set forth in appendix B, Schedule of Fees, of this Code. Notwithstanding the forgoing, the monthly operation and maintenance charge for industrial/commercial users that use more than 2,000,000 gallons of water in a month and have one water meter and only one sanitary sewer connection to the village's sanitary sewer system shall be those set forth in appendix B, Schedule of Fees, of this Code. These amounts shall be set by the village board and revised from time to time as deemed necessary after review of the cost of water and all other costs necessary to operate and maintain the village's combined water and sewage system.

(2) *Debt service charge.* The monthly debt service charge shall be an equal charge that is applied to each metered user of the village's combined water and sewerage system in an amount that is intended to be sufficient to pay the debt service as it becomes due on all outstanding loans, bonds and any other indebtedness that is incurred to make improvements to the village's combined water and sewerage system. The monthly debt service charge shall be that set forth in appendix B, Schedule of Fees, of this Code. These amounts shall be set by the village board and revised from time to time as deemed necessary. Except, where a water meter serves more than one dwelling unit; more than one commercial, business, manufacturing or industrial user; or a combination of residential and nonresidential users: The debt service charge shall be the amount set forth in appendix B, multiplied by the number of residential units and nonresidential users served by the same meter. The debt service charge shall be placed in such funds as required by the ordinance or resolution approving the sale of bonds or any other form of indebtedness.

(3) *Depreciation fund charge.*

a. For residential users of the village's combined water and sewerage system, the monthly depreciation fund charge shall be a charge that is applied to each metered residential user. The monthly depreciation fund charge for residential users shall be that set forth in appendix B, Schedule of Fees, of this Code as determined and, from time to time, revised by the village board. Except, where a water meter serves more than one dwelling unit, the depreciation fund charge shall be the amount set forth in appendix B, multiplied by the number of dwelling units served by the same meter.

b. Except where minimum charges apply, the monthly depreciation fund charge for nonresidential users of the village's combined water and sewerage system shall be based upon the amount of water consumed as shown on the water meters located on the premises using water. The monthly depreciation fund charge and the minimum monthly depreciation fund charger for nonresidential users shall be that set forth in appendix B, Schedule of Fees, of this Code as determined and, from time to time, revised by the village board.

c. In the event a combination of residential and nonresidential users are served by the same meter, then the depreciation fund charge shall be calculated under subsection (b).

d. The amounts received for the depreciation fund charge shall be separately accounted for and accumulated in an amount that is sufficient to meet the anticipated future capital improvements costs for the village's water and sewerage system as determined by the village's corporate authorities.

(4) *Administrative fee.* An administrative fee of $1.00 per month shall be charged.

(5) *Storm Water Maintenance Fee.* For residential and non-residential users of the Village's combined water and sewerage system, a monthly Storm Water Maintenance Fee shall be charged to each metered user. The monthly Storm Water Maintenance Fee shall be that set forth in appendix B, Schedule of Fees, of this Code as determined and, from time to time, revised by the village board.

(b) Although the charges required under subsection (a) shall be determined on a monthly basis, the village shall not be required to bill the users of its combined water and sewerage system on a monthly basis. The village, in its sole discretion, may send bills to some or all of the users of its combined water and sewerage system which combine the charges for more than one month.

(c) For all new water users and also when water service has been terminated for failure to make payment, before service can be instituted originally, or restored, there shall be required a water security deposit as provided in appendix B, Schedule of Fees, of this Code, as revised from time to time. Such deposits are to be refunded to residential water users only when the residential water user has not been delinquent in no more than two payments due and owing for a period of two continuous years. Such deposits are to be refunded to nonresidential water users only when the nonresidential water user has not been delinquent in no more than two payments due and owing for a period of one continuous year. The village may apply this deposit to any amounts owed to the village for use of the village's combined water and sewerage system that remains unpaid more than 30 days after the due date.

(d) *Residential sewer only users.*

(1) The monthly user charge for any residential user which uses the village's sewer system but does not use the village's water system shall be equal to:

a. The debt service charge set forth in appendix B, Schedule of Fees, of this Code for subsection 163(a)(2); plus

b. The depreciation fund charge set forth in appendix B, Schedule of Fees, of this Code for subsection 163(a)(3); plus

c. An amount set forth in appendix B, Schedule of Fees, of this Code for this subsection 163(d)(1)(c); plus

d. The administrative fee provided for in subsection 163(a)(4); plus

e. The monthly Storm Water Maintenance Fee provided for in subsection 163(a)(5).

(2) For the purposes of this chapter, a residential user that is using only the village's sewer system shall be deemed to be a user of the village's combined water and sewer system.

SECTION 3: 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 3,000,001gallons 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 less than 4,000,001gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	$6.00
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 5,000,001gallons 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 6,000,001gallons 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 7,000,001gallons 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	$6.60
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, per 1,000 gallons	$1.75
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, Minimum monthly charge based on 5000 gallons	$8.75
106-(a)(5)	Storm Water Maintenance Fee; per month	$5.00
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)(1)(c)	Charge for residential sewer only users pursuant to subsection (1)(c) 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 4: HOME RULE.

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

SECTION 5: INVALIDITY.

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

SECTION 6: 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 to the extent of such conflict.

SECTION 7: EFFECTIVE DATE.

This Ordinance shall immediately be in full force and effect for all water bills issued after March 1, 2014. This ordinance shall be published in pamphlet form.

PASSED by roll call vote this 4th day of February, 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 4th day of February, 2014.

_____

Kerry Durkin, Village President

ATTEST:

_____

Ernestine Dobbins, Village Clerk

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2014 - _____

A RESOLUTION AUTHORIZING A VILLAGE REPRESENTATIVE TO EXECUTE POWER SUPPLY CONTRACT(S) WITH THE LOWEST RESPONSIBLE BIDDER(S)

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 4th DAY OF FEBRUARY 2014

RESOLUTION NO. 2014 - _____

A RESOLUTION AUTHORIZING A VILLAGE REPRESENTATIVE TO EXECUTE POWER SUPPLY CONTRACT(S) WITH THE LOWEST RESPONSIBLE BIDDER(S)

WHEREAS, In January of 2007, Commonwealth Edison (ComEd) was deregulated by the State of Illinois. Prior to 2007, ComEd not only generated the power to all users in Northern Illinois, it also delivered the power through power lines. The deregulation divided up these two activities;

WHEREAS, prior to 2007, ComEd was required to "sell" its nuclear power plants to Exelon (its parent). This left ComEd with its only function to deliver the power through its power lines. ComEd remains a monopoly;

WHEREAS, the deregulation legislation opened up the Illinois borders to outside electric generators to compete with Exelon for the sale of power. Any commercial user can purchase its power through any of the ICC-approved electric suppliers. All generators send their power to ComEd, who in turn delivers it to the end user;

WHEREAS, the Northern Illinois Municipal Co-operative (NIMEC) was formed in late 2006 to help its members purchase their power as competitively as possible. NIMEC membership currently exceeds 125 members. NIMEC first aggregates its members' electric usage, then bids out the combined volume with the three largest Northern Illinois electric suppliers. The lowest bid is then presented to its members for its acceptance;

WHEREAS, the Village of Glenwood has joined the Northern Illinois Municipal Electric Co-operative (NIMEC);

WHEREAS, the Village has purchased its electricity with NIMEC's assistance since January of 2007 with favorable results. Because electric pricing is currently favorable, NIMEC may go to bid as early as February 2014.

WHEREAS, due to the fact that electricity is a commodity, the bids expire quickly. NIMEC's bids are presented early in the morning, and expire at the close of business. NIMEC has advised its members that they will need to act on the day the bids are opened in order to contract for electric power from one of the bidders;

WHEREAS, it is anticipated that NIMEC will be able to obtain lower electric rates for its municipal members than those that would be otherwise available;

WHEREAS, the purpose of this resolution is to authorize an individual to determine the lowest responsible bidder and execute contract(s) on behalf of the Village for electric power with the lowest responsible bidders on the day that the bids are received by NIMEC; and

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

SECTION 1: Recitals.

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

SECTION 2: Determination and approval of the lowest responsible electric power bids.

The Village herein appoints and directs Linda Brunette to: (1) review the electric power supply bids that are received from NIMEC in conjunction with any advice and guidance that is received from NIMEC; (2) determine the lowest responsible bidders for the supply of electric power to the Village for each category of bids that are received by NIMEC; and (3) execute, authorize and/or approve, on behalf of the Village, contract(s) between the lowest responsible bidder and the Village of Glenwood for the purchase of the Village's electric power within the applicable time constraints that are necessary for the Village to take advantage of the lower rates that are anticipated to be available through the NIMEC bidding process. In the event Linda

Brunette is unable to perform the duties as set forth in this section, they shall be performed by the Village Administrator or by the Village President.

SECTION 3: Effective date.

This Resolution shall be effective immediately and remain in effect until such time as the 2014 NIMEC bidding process has been completed.

PASSED by roll call vote this 4th day of February, 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 4th day of February, 2014.

_____

Kerry Durkin, Village President

ATTEST:

_____

Ernestine Dobbins, Village Clerk

FIRST AMENDED
REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

WILSON-BELL, INC. AND MORRISON TIMING SCREW COMPANY, dba, MORRISON CONTAINER HANDLING SOLUTIONS.

Dated as of February 4, 2014

FIRST AMENDED
REDEVELOPMENT AGREEMENT

This First Amended Redevelopment Agreement (the "First Amended Agreement") is made and entered into as of the _____st day of February, 2014 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **WILSON-BELL, INC. AND MORRISON TIMING SCREW COMPANY, dba, MORRISON CONTAINER HANDLING SOLUTIONS.** Wilson-Bell, Inc. and Morrison Timing Screw Company, dba, Morrison Container Handling Solutions shall herein be referred to as the "Developer" (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

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

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

C. Wilson-Bell, Inc. is the owner of the following properties which are legally described in Exhibit A and commonly known as follows:

1) 335 W. 194th St., Glenwood, Illinois (PIN: 32-09-201-016-0000); and

2) 435 W. 194th St., Glenwood, Illinois (PIN: 32-09-102-019-0000)

(hereinafter the above 2 properties shall be referred as the "Subject Property")

D. The "Subject Property" is located in the Industrial Park Redevelopment Project Area.

E. Wilson-Bell, Inc. and Morrison Timing Screw Company, dba, Morrison Container Handling Solutions use the Subject Property for the operation of a business that

designs and manufactures timing screws, change parts, material handling drive assemblies, parts carts, storage units and container handling machines and related equipment.

F. The Developer previously entered into a redevelopment agreement with the Village pertaining to the renovation of its 335 W. 194th Street property (PIN: 32-09-201-016-0000) pursuant to which the Developer could receive a maximum reimbursement of up to $300,000.00.

G. After entering into the prior redevelopment agreement, Wilson-Bell Inc. acquired the 435 W. 194th street property (PIN: 32-09-102-019-00000 from the Village pursuant to a Real Estate Sale Contract and Financing Agreement.

H. The acquisition of the 435 W. 194th street property by Wilson-Bell Inc. has reduced the Developer's need to renovate its 435 W. 194th St. property and has increased the Developer's need to renovate its 435 W. 194th Street property.

G. The Developer and the Village desire to enter into this First Amended Redevelopment in order to allow for reimbursement for the Developer's costs related to the renovation and remodeling of both the 335 W. 194th Street and 435 W. 194th Street properties, which are jointly referred to herein as the Subject Property.

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

I. The Developer herein represents and warrants that its renovation and remodeling of the Subject Property requires economic assistance from the Village and that, but for the economic assistance contemplate herein, its renovation and remodeling of the Subject Property would not be economically viable at this time.

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

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

ARTICLE I
RECITALS PART OF AGREEMENT

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

ARTICLE II
MUTUAL ASSISTANCE

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

ARTICLE III
REDEVELOPMENT PROJECT

3.1 **Identification of the Redevelopment Project.** In order to further the development of the Industrial Park Redevelopment Project Area, the Developer shall complete the remodeling and renovation work described in Exhibit B. All improvements constructed by the Developer on the Subject Property shall be in conformance with all applicable Village Ordinances, applicable building codes and such other requirements that may be imposed by any other public entity or agency having any jurisdiction over the Subject Property and be in substantial conformance with the plans and specifications approved by the Village. The activities described and referenced herein and any other activities and work reasonable necessary to accomplish the activities and work described in this First Amended Agreement shall hereinafter be defined as and be referred to as the "Redevelopment Project."

ARTICLE IV
REQUIRED APPROVALS

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

4.2 **Construction Approvals.** Prior to commencing any work on the Redevelopment Project, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes as well as the rules and regulations of any governmental entity or agency having any jurisdiction over the work.

ARTICLE V
CONSTRUCITON AND OPERATION OF THE REDEVELOPMENT PROJECT

5.1 **Construction of Redevelopment Project.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer's Plans. The Developer agrees to cause construction of the Redevelopment Project to proceed in a timely manner and substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time pursuant to the agreement of the Parties. The Developer shall expeditiously and continuously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to any applicable Illinois Prevailing Wage requirements. The Developer shall undertake or cause to be undertaken the Redevelopment Project in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent or as may be otherwise permitted by zoning ordinances. The completion of construction for the Redevelopment Project must be completed within 180 days after the receipt of all permits from the Village.

5.2 **Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability they may suffer or incur in connection with the construction of the Redevelopment Project or in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this First Amended Agreement.

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

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

5.5 **Indemnification.** The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developer, its agents, contractors and subcontractors with respect to the Redevelopment Project and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against such claims, damages, demands, expenses, liabilities and losses. The Developer shall provide satisfactory proof of insurance covering such indemnity of the Village or, if it is self-insured, proof of adequate security for such indemnity.

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

5.7 **Operation of the Redevelopment Project.** Upon completion of the Redevelopment Project, the Developer shall utilize the Subject Property for the continued operation of its business that designs and manufactures timing screws, change parts, material handling drive assemblies, parts carts, storage units and container handling machines and related equipment. All payments to be made by the Village under this First Amended Agreement shall be contingent upon the Developer's continued operation on the Subject Property of its business that designs and manufactures timing screws, change parts, material handling drive assemblies, parts carts, storage units and container handling machines and related equipment.

ARTICLE VI
PAYMENT AND REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

6.1 **Definitions.**

(a) For purposes of this First Amended Agreement, "Redevelopment Project Costs" shall mean and includes all costs related to the renovation and remodeling of the Subject Property which meet the definition of "redevelopment project costs" contained in Section 5/11-

74.4 3(q) of the Act (as now or thereafter provided) and which are eligible for payment and reimbursement under the Act. "Eligible Redevelopment Project Costs" means Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) "Real Estate Tax Increment" means the amount of incremental property tax revenue collected from the Industrial Park Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area. **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY OUT OF THE REAL ESTATE TAX INCREMENT COLLECTED FROM THE INDUSTRIAL PARK REDEVLOPMENT PROJECT AREA.** In the event the Real Estate Tax Increment is insufficient to pay any portion of the amount due, the unpaid amounts shall only be paid, if at all, only when additional Real Estate Tax Increment revenue from the Industrial Park Redevelopment Project Area has been received by the Village.

6.2 **Reimbursable Eligible Redevelopment Project Costs.**

(a) The Parties acknowledge that the development of the Redevelopment Project for the Subject Property as provided in the Plans and this First Amended Agreement will be assisted in part by the reimbursement to the Developer of a portion of the Developer's Eligible Redevelopment Project Costs, as certified by the Village, from the Real Estate Tax Increment generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area pursuant to the Act. Those categories of Redevelopment Project Costs for which the Developer may receive reimbursement from the Village and the maximum percentage of reimbursement for each category is set forth below:

i. Payment of 50% the Developer's Eligible Redevelopment Project Costs incurred for the renovation and remodeling of the structures on the Subject Property as certified by the Village to the extent allowed by the Act in an amount that shall not exceed $300,000.00 (Three Hundred Thousand Dollars)

(b) All the payments due to the Developer pursuant to this First Amended Agreement are contingent upon the Developer's continued ownership of the Subject Property and the Developer's operation of on the Subject Property of its business that designs and manufactures timing screws, change parts, material handling drive assemblies, parts carts, storage units and container handling machines and related equipment.

5.3 Certification of Redevelopment Project Costs.

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

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

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

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

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

6.4 **Village Accounting.** The Village shall maintain complete books and records showing the Village payment made pursuant to this First Amended Agreement; which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The Village shall maintain such books and

records throughout the term of this First Amended Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

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

ARTICLE VII
GENERAL PROVISIONS

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

7.2 **Default.**

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

(b) Before any failure of any Party to this First Amended Agreement to perform its obligations under this First Amended Agreement shall be deemed to be a breach of this First Amended Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this First Amended Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

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

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

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

7.4 **Entire Agreement.** This First Amended Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This First Amended Agreement supersedes and replaces all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties for the matters contained herein. This First Amended Agreement supersedes and replaces all prior agreements pertaining to the Developer's 335 W. 194th Street property, all of which shall no longer be of any effect.

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

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

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

If to the Village:

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

with a copy to:

John F. Donahue
Rosenthal, Murphey, Coblentz & Donahue
30 South LaSalle, Suite 1624
Chicago, IL 60602

If to the Developer:

Morrison Container Handling Solutions
335 West 194th Street
Glenwood IL. 60425
Attn: Mr. Nick Wilson

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

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

7.10 **Term of Agreement.** The term of this First Amended Agreement shall commence on the date first above written and shall terminate upon the earlier of the following: (1) the completion of the Redevelopment Project and the reimbursement of all amounts due Developer for which a Certificate of Eligibility has been issued by the Village; (2) the termination of the Industrial Park Redevelopment Project Area; or (3) the proper termination of this First Amended Agreement under, or as a result of, any term of this First Amended Agreement.

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

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

7.13 **Independent Contractors.** The Parties shall be and act as independent contractors, and under no circumstances shall this First Amended Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each

be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

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

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

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

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

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

WILSON-BELL, INC. By: _____ _____ [insert printed name] Its: _____ Date: _____	**VILLAGE OF GLENWOOD** By: _____ Kerry Durkin, Village President Date: _____ **Attest**: _____ Ernestine Dobbins, Village Clerk
MORRISON TIMING SCREW CO. dba, MORRISON CONTAINER HANDLING SOLUTIONS. By: _____ _____ [insert printed name] Its: _____ Date: _____	

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 agreement, appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument in her/his capacity as the _____ of **WILSON-BELL, INC.** ("Wilson") as the free and voluntary act of Wilson for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2014.

_____
Notary Public

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 agreement appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument in her/his capacity as the _____ of **MORRISON TIMING SCREW COMPANY, dba, MORRISON CONTAINER HANDLING SOLUTIONS** ("Morrison") as the free and voluntary act of Morrison for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2014.

_____
Notary Public

EXHIBIT A

(LEGAL DESCRIPTION OF THE SUBJECT PROPERTY)

1) 335 W. 194th St., Glenwood, Illinois (PIN: 32-09-201-016-0000)

LEGAL DESCRIPTION ATTACHED

2) 435 W. 194th St., Glenwood, Illinois (PIN: 32-09-102-019-0000)

LEGAL DESCRIPTION ATTACHED

~~EXHIBIT A~~

A TRACT OF LAND COMPRISING PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, SAID POINT BEING 513.33 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF THE 50 FOOT STRIP OF LAND LYING WESTERLY OF AND ADJOINING THE RIGHT OF WAY OF THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILROAD (SAID 50 FOOT STRIP CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED JULY 8, 1922, AS DOCUMENT NO. 7567576); AND RUNNING THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 115 FEET; THENCE SOUTH PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 550 FEET TO THE NORTH LINE OF 194TH STREET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9 AND ALONG SAID NORTH LINE OF 194TH STREET, A DISTANCE OF 115 FEET; THENCE NORTH, PERPENDICULAR TO SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, A DISTANCE OF 550 FEET TO THE POINT OF BEGINNING.

335 W, 194th St. Glenwood Parcel A
Part of PIN: 32-08-201-016-0000

0403483 6

95021619

~~EXHIBIT "A"~~

A TRACT OF LAND COMPRISING PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN Cook County, IL SAID TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 9, SAID POINT BEING 348.33 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY LINE OF THE 50 FOOT STRIP OF LAND LYING WESTERLY, OF AND ADJOINING THE RIGHT OF WAY OF THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILROAD (SAID 50 FOOT STRIP CONVEYED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED RECORDED JULY 8, 1922, AS DOCUMENT 7567576); AND RUNNING THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 165 FEET; THENCE SOUTH PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 550 FEET TO THE NORTH LINE OF 194TH STREET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, AND ALONG SAID NORTH LINE OF 194TH STREET, A DISTANCE OF 165 FEET; THENCE NORTH, PERPENDICULAR TO SAID NORTH LINE OF SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 9, A DISTANCE OF 550 FEET TO THE POINT OF BEGINNING.

95021620

335 W. 194th St. Glenwood Parcel B
Part of PIN 32-09-201-016-0000

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1410 NW7104630 CS

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND COMPRISING PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, SAID PERPENDICULAR LINE PASSING THROUGH A POINT ON SAID NORTH LINE, A DISTANCE OF 227.51 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF GLENWOOD ROAD AND SAID POINT OF BEGINNING BEING 348 FEET SOUTH OF SAID NORTH LINE OF SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 9; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 202 FEET TO THE NORTH LINE OF 194TH STREET, AS HERETOFORE DEDICATED; THENCE WEST, PARALLEL WITH SAID NORTH LINE OF SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 9 AND ALONG SAID NORTH LINE OF 194TH STREET, A DISTANCE OF 411 FEET TO SAID CENTER LINE OF GLENWOOD ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE, A DISTANCE OF 272.95 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 348 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 9; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 343.61 FEET TO THE POINT OF BEGINNING (EXCEPT PART TAKEN FOR GLENWOOD ROAD) IN COOK COUNTY, ILLINOIS

435 W 194th St.
PIN: 32-09-102-019-0000

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EXHIBIT B

DESCRIPTION OF DEVELOPER'S REDEVELOPMENT PROJECT AND DEVELOPER'S ESTIMATED TOTAL PROJECT COSTS

The Developer's Redevelopment Project is described below:

The Developer shall renovate and remodel the existing building located on the Subject Property, which improvements may include the following items of work:

1. Electrical Upgrades
2. Security Camera System
3. Heating, Ventilating and Air Condition – HVAC
4. Parking Lot Expansion
5. Curb and Gutter on parking lot
6. Security System – Alarm
7. Shop / Warehouse Floor
8. Communication Wiring
9. Improved – Energy Efficient Lighting
10. General construction, renovation and remodeling

Developer's estimated Eligible Redevelopment Project Costs are set forth below:

Costs of rehabilitation, reconstruction or repair or remodeling of existing privately owned buildings on the Subject Property.....$600,000

The Developer's estimates of Eligible Redevelopment Project Costs are not binding upon the Village. The Village shall make its determination of whether a particular expense is an Eligible Redevelopment Project Cost under the terms of this First Amended Agreement and the Tax Increment Allocation Redevelopment Act ("Act") upon receipt of the Developer's application to certify a cost as an Eligible Redevelopment Project Cost and any additional information that may be required.

No Certificate of Eligibility shall be issued for any expense which is not a Redevelopment Project Cost for purposes of the Act and which does not otherwise constitute a cost which the Village is authorized to pay pursuant to the Act and this First Amended Agreement.

Developer acknowledges and agrees that the actual cost of its improvements and expenses may exceed the amounts specified in this Exhibit and that Developer will not be entitled to reimbursement pursuant to the First Amended Agreement for costs which are incurred to the extent such costs exceed the amounts as specified in this First Amended Agreement.

Landauer Training Synopsis

- Synopsis of training new and existing employees and the benefit of doing so e.g. Retained jobs in Glenwood (not outsourced out of state), existing employees trained on new Agresso features, enhancements to the Customer Experience, etc.:
    - Landauer employees, the company and the community benefitted greatly from the decision to transition the Client Services organization back in-house from out-of-state. The company was able to retain 12 employees by providing retraining focused on customer training activities. The strategic decision to move the operations in-house also created approximately 14 new positions. The new hires were provided extensive training to ensure success. This training included intensive training on the Radiation Measurement industry, Landauer products, Landauer services, the clients and Landauer's new IT system, Agresso (project Comet). This training provided new skills, knowledge and experience raising their value and marketability in the job market in the areas of customer service and support, call centers, general computer and people skills. The combination of sourcing exceptional candidates and providing the extensive, relevant training has positioned the employees, the company and the community well.
    - Actual are to retain 14 [previously had said ~~15~~ , but a couple of existing employees retired] customer service jobs and create 19 new customer service positions which doesn't include the new Director of Client Experience, Michael Haas. John had indicated to be conservative in the number of retained and new employees hired.

- TIF Personnel Training Costs and Information including:
    - Title
    - Hours spent:
        - Training Development & Oversight
        - Training
            - Existing Employees
            - New Employees
    - Amount:
        - Hours times rate per hour

Position	Training Development & Oversight Hours	TD&O Amount	Training Hours	Training Amount
Customer Service Assistant Sup.			6	$211.74
Customer Service Representative			6	$115.84
Customer Service Representative			6	$157.66
Customer Service Representative			6	$118.69
Customer Service Representative			6	$154.21
Customer Service Representative			6	$116.97
Customer Service Representative			6	$116.12
InLight Customer Service Rep			6	$218.89
InLight Customer Service Rep			6	$161.38
On-Line Customer Service			6	$165.18
Regional Sales Assistant			6	$163.07
Regional Sales Assistant			6	$129.37
Regional Sales Assistant			6	$180.11
Regional Sales Assistant			6	$178.56
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,281.20
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$6,786.59
Customer Service Representative			326	$5,281.20
Customer Service Representative			326	$6,601.50
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,281.20
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,672.40
Customer Service Representative			326	$5,281.20
AR / Billing / Collections Supervisor	24	$643.86		
Customer Service Assistant Sup.	480	$16,939.08		
Health Physicist & Lab Operations Mgr	8	$480.46		
IT Administrative Support	120	$2,088.00		
IT Business Analyst - Customer Service	480	$18,069.23	160	$6,023.08
IT Business Analyst - Lab Reporting	8	$415.19		
IT Business Analyst Mgr	320	$25,546.16		
On-Line Customer Service	8	$220.24		
Regional Sales Assistant	160	$4,348.52		
Special Services Supervisor	2	$58.78		
VP Dosimetry Srvc & Client Exp	4	$451.84		
	1,614	$69,261.37	6,438	$116,464.96

	Hours	Amount
	1,614	$69,261.37
	6,438	$116,464.96
Total		$185,726.33

2014 Glenwoodie Season Passes

Individual – 7 Day

$1800 Non-Resident or $1700 Resident
Applicable Cart Rental Rates Apply
or $700 Unlimited Carts

- Unlimited Green Fees (Valid Any Day and Subject to Tee Time Availability)
- 20% Discount on all regularly-priced, in-stock golf shop merchandise
- Optional Payment Plan:

Individual - Weekday Only

$1200 Non-Residents or $1100 Residents
$1000 NR Senior or $900 R Senior (Age 55+)
Applicable Cart Rental Rate Applies
or $700 Unlimited Carts

- Unlimited Green Fees
- Valid Weekdays or Weekends & Holidays After 3pm and Subject to Tee Time Availability
- 20% Discount on all regularly-priced, in-stock golf shop merchandise

Add-Ons:

- Couple Add-On 7-Day = $1000 NR or $900 Resident (Must have same address as pass holder)
- Couple Add-On Weekdays = $500 NR or $400 Resident (Must have same address as pass holder)
- Range Pass = $150

Residents include Glenwood or South Holland (must present ID as proof of residency).
2014 Season Passes expire December 31st.
Course and Range Open Weather Permitting.
Applications are available online or in the Pro Shop.
Credit Card Payments will be charged a 3% Fee

2014 Glenwoodie Season Passes

Individual – 7 Day

$1600 Non-Resident or $1500 Resident
Applicable Cart Rental Rates Apply
or $800 Unlimited Carts

- Unlimited Green Fees (Valid Any Day and Subject to Tee Time Availability)
- 20% Discount on all regularly-priced, in-stock golf shop merchandise
- Optional Payment Plan:

Non-Resident	Resident
$500 1st Month	$500 1st Month
$500 2nd Month	$500 2nd Month
$400 3rd Month	$400 3rd Month
$300 4th Month	$200 4th Month

Individual - Weekday Only

$800 Non-Residents or $700 Residents
Applicable Cart Rental Rate Applies
or $600 Unlimited Carts

- Unlimited Green Fees
- Valid Weekdays or Weekends & Holidays After 3pm and Subject to Tee Time Availability
- 20% Discount on all regularly-priced, in-stock golf shop merchandise

Senior Discount 20% Off any Season Pass (Age 60+)

Add-Ons:

- Couple Add-On 7-Day = $1000 NR or $900 Resident (Must have same address as pass holder)
- Couple Add-On Weekday = $500 NR or $400 Resident (Must have same address as pass holder)
- Range Pass = $100 for 7-Day or $150 Weekday

Residents include Glenwood or South Holland (must present ID as proof of residency).
Season Passes are for 12 Months and are valid until anniversary date.
Course and Range Open Weather Permitting.
Applications are available online or in the Pro Shop.

2013 Glenwoodie Season Passes

Individual – 7 Day

$1600 Non-Resident or $1500 Resident
Applicable Cart Rental Rates Apply
or $750 Unlimited Carts

- Unlimited Green Fees (Valid Any Day and Subject to Tee Time Availability)
- 20% Discount on all regularly-priced, in-stock golf shop merchandise
- Includes Range Membership
- Optional Payment Plan:

Non-Resident	Resident
$500 1st Month	$500 1st Month
$500 2nd Month	$500 2nd Month
$400 3rd Month	$400 3rd Month
$300 4th Month	$200 4th Month

Individual - Weekday Only

$800 Non-Residents or $700 Residents
$10 Cart Rental Rate Applies
or $500 Unlimited Carts

- Unlimited Green Fees
- Valid Weekdays or Weekends & Holidays After 3pm and Subject to Tee Time Availability
- 20% Discount on all regularly-priced, in-stock golf shop merchandise

Senior Discount 20% Off any Season Pass (Age 60+)

Residents include Glenwood or South Holland (must present ID as proof of residency).
Season Passes are for 12 Months and are valid until anniversary date.
Applications are available online or in the Pro Shop.

Alexander Equipment Company, Inc.

4728 Yender Avenue
Lisle, IL 60532
630-663-1400

ESTIMATE

Date	Estimate #
1/29/2014	2774

Name / Address
Glenwood Public Works #1 Asselborn Way Glenwood, IL 60425

Ship To
Glenwood Public Works 19100 Glenwood Chicago Heights Road Glenwood, IL 60425

P.O. NUMBER	TERMS	REP	GOOD THRU	FOB	PROJECT
	NET 30 DAYS	BH	2/28/2014	AEC	

Qty	Item	Description	Each	Total
		2008 Morbark Model 18 S.N. 51417 Hours. 1554.2		
1	SDRE504836	Oil Filter (4045, 6068 John Deere Tier2&3)		19.95
16	L-WI 15W-40	Engine Oil (15W40 Qts Bulk)		60.00
1	SDRE522878	Fuel Filter (4045 & 6068 Tier 3, Final Filter, 2 Micron)		39.95
1	SDRE529643	Fuel Filer (4045 & 6068 Tier 3, Primary Filter, 30 Micron)		38.95
1	NA703-1508	Rain Cap (3 1/2)		23.95
2	SD2215	Door Lock (Clutchside, JD Enclosure Door, LONG)		63.90
2	SD2216	Door Lock (Radiator Side, JD Enclosure Door, SHORT)		63.90
1	SD50-0532	Radiator (4045 Tier 3)		1,475.00
4	L-WI 2000-	Antifreeze (Delo Extended Lift 50/50 Bulk)		58.00
1	SDAT225338	Air Filter (Outer, Tier 3 4045)		106.95
1	SDAT225339	Air Filter (Inner, Tier 3 4045)		68.95
2	18683-067	Grease (Tube, N3 Bearing Grease)(10 Per Case)		20.50
1	26838-099	Hydraulic Filter (2 QT)		37.95
16	PRI-P14525	Blade Bolt (3/4-16X1-3/4, Hex Head, Plain Finish) (20/36,13,15,17,2400,18 Blade)		40.00
2	23918-629	Bearing (2 7/16 Flange, Feed Wheel)		317.90
1	29316-336	Marker Light (LED, Amber)		19.50
2	29316-340	Light Base (LED Marker Lights)		17.90
1	29316-335	Marker Light (LED, Red)		18.25
2	23962-259	Bearing Sleeve Kit (2 15/16)		143.90
2	23661-362	Bearing (Insert, 2-15/16 Drum Bearing, MDL 2400,18)		561.90
4	23973-228	Bearing Seal (Pillow Block Housing 2 15/16)		63.80
2	23918-629	Bearing (2 7/16 Flange, Feed Wheel)		317.90
1	26816-286	Seal Kit - 2'		48.95
1	SD2212	Radiator Mount (Upper 4045 Tier 2)		4.95
2	SD132	Shock Mount Radiator Lower		17.90
1	32052-462	Guard (Lower Feed Wheel, Long Torque Arm, Model 18)		30.95
1	26735-013RM	Hydraulic Motor (45 CID Lower Feed Wheel Motor)		621.95
84	Labor- Knives	Knife Grinding Labor (per inch)		79.80
1	Shop Supplies			90.65
18.5	Labor	Labor		1,813.00

Total

Alexander Equipment Company, Inc.

4728 Yender Avenue
Lisle, IL 60532
630-663-1400

ESTIMATE

Date	Estimate #
1/29/2014	2774

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	NET 30 DAYS	BH	2/28/2014	AEC	

Qty	Item	Description	Each	Total
		Customer Request: Check the machine over for all service and repair needed Pull machine into the shop, change the oil and filter. Replace the primary and secondary fuel filters. Install new inner and outer air filters. Replace the hydraulic filter. Install new engine enclosure door locks and adjust. Lube and adjust the PTO. Check the radiator and found the rain cap broke and fell down between the charge air cooler and the engine enclosure. This caused a hole to wear in the tank and the charge air system in now leaking. Lower left corner of the radiator is starting to leak and the lower mounting bracket is cracked. Drain the cooling system and disassemble the front of the engine enclosure. Remove the radiator and install a new radiator. Replace the mounts and reassemble the front of the engine. Fill with fresh coolant and check for leaks. Install a new rain cap and look over the engine.		

Total

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ESTIMATE

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	NET 30 DAYS	BH	2/28/2014	AEC	

Qty	Item	Description	Each	Total
		Run the machine and found the drum bearings are noisy. Disassemble and remove the belt guard and the drive belt. Remove the discharge chute, transition and drum cover. Remove the bearing caps and lift the drum out of the machine. Remove the drum pulley and replace the bearings, sleeve kits and seals on both sides of the drum. Remove the bearing housings from the machine and clean out. Install bearing housings back on the machine with new bolt and install the drum back in the machine. Center the drum in the housing and adjust the bearings to spec. Pack with bearing grease and install the bearing caps. Install the drum cover, transition and discharge chute. Install drum pulley and drive belt. Adjust the drive belt and install the guard. Flip the blades, replace all of the blade bolts and torque to spec. Remove the anvil and run a tap down all of the bolt holes. Clean up and install with a new edge out. Adjust the anvil to the blades and clean out the infeed. Check the lower feed wheel bearings and found they have some play in them. The hydraulic drive motor is leaking and the torque arm guard is broken. Disassemble the drive assembly and remove the hydraulic motor. Cut the bearings apart and remove the lower feed wheel from the machine. Cut the inner races off the shaft and clean up. Install the wheel back in the machine with new bearings and center in the housing. Set the locking collars, drill and lock-tite the set screws. The drive motor doesn't rebuild well, bearings have to be destroyed to disassemble and the longevity doesn't seem to be there after a repair. Install a new hydraulic motor and torque all of the B-loc bolts. Install a new torque arm guard.		

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Qty	Item	Description	Each	Total
		Remove all of the bolts on the fuel/hydraulic tank mounts. Install new feed control bar bolts, adjust the linkage and control bar stops. Check for correct operation. Found the right hand side yoke lift cylinder is leaking. Remove the cylinder, dissemble, clean and inspect. Install new seals and reassemble. Install on the machine and check for correct operation. Replace the marker lights and bases, test all of the lights. Lube all of the hinges, lube and adjust the top feed wheel chain. Grease all fittings on the machine. Set the tire pressures and run the machine out side the shop. NOTE: Put the blade that were brought in with the machine in the tool box after they are sharpened.		

Total $6,287.15