

COMMITTEE OF THE WHOLE MEETING
No. 2014-09-1
TUESDAY, SEPTEMBER 2, 2014
6:30 P.M.

CALL TO ORDER

ROLL CALL

ADMINISTRATION

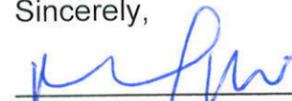
1. Promotion Taneisha Hopkins to the Full Time Position of Secretary for the Inspectional Services Department
2. Permission to advertise for the position of Part Time Secretary
3. Water System Valve Assessment Program in an amount not to exceed \$10,000.00 (Funded from Repair Maintenance Water System Account)
4. Water Distribution System Leak Survey Program in an amount not to exceed \$6,400.00 (Funded from Repair Maintenance Water System Account)
5. Award of CDBG 1307-010 Contract contingent upon approval of Cook County Bureau of Economic Development – Department of Planning and Development
6. IDOT Local Agency Agreement for Federal Participation for Section 12-00055-00-CH – Intersection Improvement at Halsted Street and 187th Street
7. IDOT Preliminary Engineering Services Agreement for Federal Participation for Section 12-00055-00-CH – Intersection Improvement at Halsted Street and 187th Street
8. Redevelopment Agreement Between Village of Glenwood and Mack Industries
9. Ordinance amending the Village's Code of Ordinances to amend Section 10-49
10. Ordinance amending Chapter 10 (Alcoholic Beverages) of the Village's Code of Ordinances to create a Class L Liquor License
11. Recommendation from the Glenwoodie Golf Committee – Fireworks Parking Fee on July 4th of each year
12. Lease of new Beverage Cart for Glenwoodie
13. Resolution Authorizing the Approval and Execution of an Illinois Department of Financial and Professional Regulations Notice of Proper Zoning Form

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 8/29/14

PROPOSAL FEE

M.E. Simpson Co., Inc. is pleased to offer the Village of Glenwood our proposal for a Water System Valve Assessment Program. This program is based on assessing 437 valves in the Glenwood system. The location, operating and mapping will be done on all of the main line valves in your system by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

2013 Mainline Valves at \$44.00 each (Approx. 219) ----- (\$9,636.00)

2014 Mainline Valves at \$44.00 each (Approx. 219) ----- (\$9,636.00)

*Any valves beyond the original 219 valves per year will be assessed a fee of \$44.00 each.

These fees are all based on approximate numbers of valves to be located, operated, and mapped. All procedures will be followed according to the above scope of services. The valve data will be transferred into the Polcon Pro-Valve[®] software.

We thank you for this opportunity to acquaint you with our Valve Assessment services and present you with this proposal. Please call us if you wish to discuss our services in more detail.

Sincerely Yours,



Randy Lusk
Regional Manager – Dyer
RL/jph

PROPOSAL FEE

M.E. Simpson Co., Inc. is pleased to offer the Village of Glenwood our proposal for a Water Distribution System Leak Survey Program. The leak survey program will be conducted on approximately 40 miles of pipe in the Utility's water distribution system. The survey will be completed by listening on the main line valves, fire hydrants and necessary services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

A Water Distribution System Leak Survey on 40 miles of water main for a lump sum fee:

SIX THOUSAND DOLLARS ----- (\$6,400.00)

**Any water main surveyed in addition to the above 40 original miles of pipe will be surveyed at the rate of \$160.00 per mile of AC and Iron Pipe.

All procedures will be followed according to the above project scope. The data gathered will be compiled and a report of all leaks found will be submitted to your Utility as the survey takes place.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Survey services. Please call us if you wish to discuss our services in more detail.

Sincerely Yours,



Randy Lusk
Regional Manager - Dyer
RL/jph



Municipal Expertise. Community Commitment.

David W Shilling, PE
Direct Line: 708-210-5688
Email: dshilling@reltd.com

August 28, 2014

Project 12-675

Honorable Mayor and Board of Trustees
Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

RE: CDBG #1307-010
Sanitary Sewer and Water Main Repairs

Dear Mayor and Village Board:

We have reviewed the bids received at the August 28, 2014 advertised bid opening for the subject project. All of the bids were correct and in order. The bids are as follows:

Visu-Sewer of Illinois, LLC	\$86,416.40
Insituform Tech. USA, LLC	\$96,122.90

We recommend that the contract be awarded to the lowest responsible bidder, Visu-Sewer of Illinois, LLC, in the amount of Eighty Six Thousand, Four Hundred, Sixteen Dollars and Forty Cents (\$86,416.40). This Village was awarded \$100,000 for this project. The award should be contingent upon Cook County Department of Planning and Development approval.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

ROBINSON ENGINEERING, LTD.

David W. Shilling, PE
Engineer
DWS/pc

\\SH-FILE01\eng-proj\2010-2014\2012\12-675.GL_Bid and Contract Documents\12-675 Award 01.doc

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Glenwood	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 12-00055-00-CH	Fund Type STU	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-118-13	M-4003(120)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Halsted Street Route FAP 876 Length 0.58 mile

Termini 183rd Street to 187th Street

Current Jurisdiction STATE TIP Number 07-13-0006 Existing Structure No N/A

Project Description

Phase II Preliminary Engineering for intersection improvement, traffic signal modernization and sidewalks.

Division of Cost

Type of Work	STU	%	%	LA	%	Total
Participating Construction	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	50,000	(*)	()	12,500	(BAL)	62,500
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials	()	()	()	()	()	
TOTAL	\$ 50,000	\$	\$	12,500	\$	62,500

*Maximum FHWA (STU) participation 80% not to exceed \$50,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date

of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Kerry Durkin

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6009033 conducting business as a Governmental
Entity.

DUNS Number 092428705

APPROVED

State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary of Transportation Date

By:

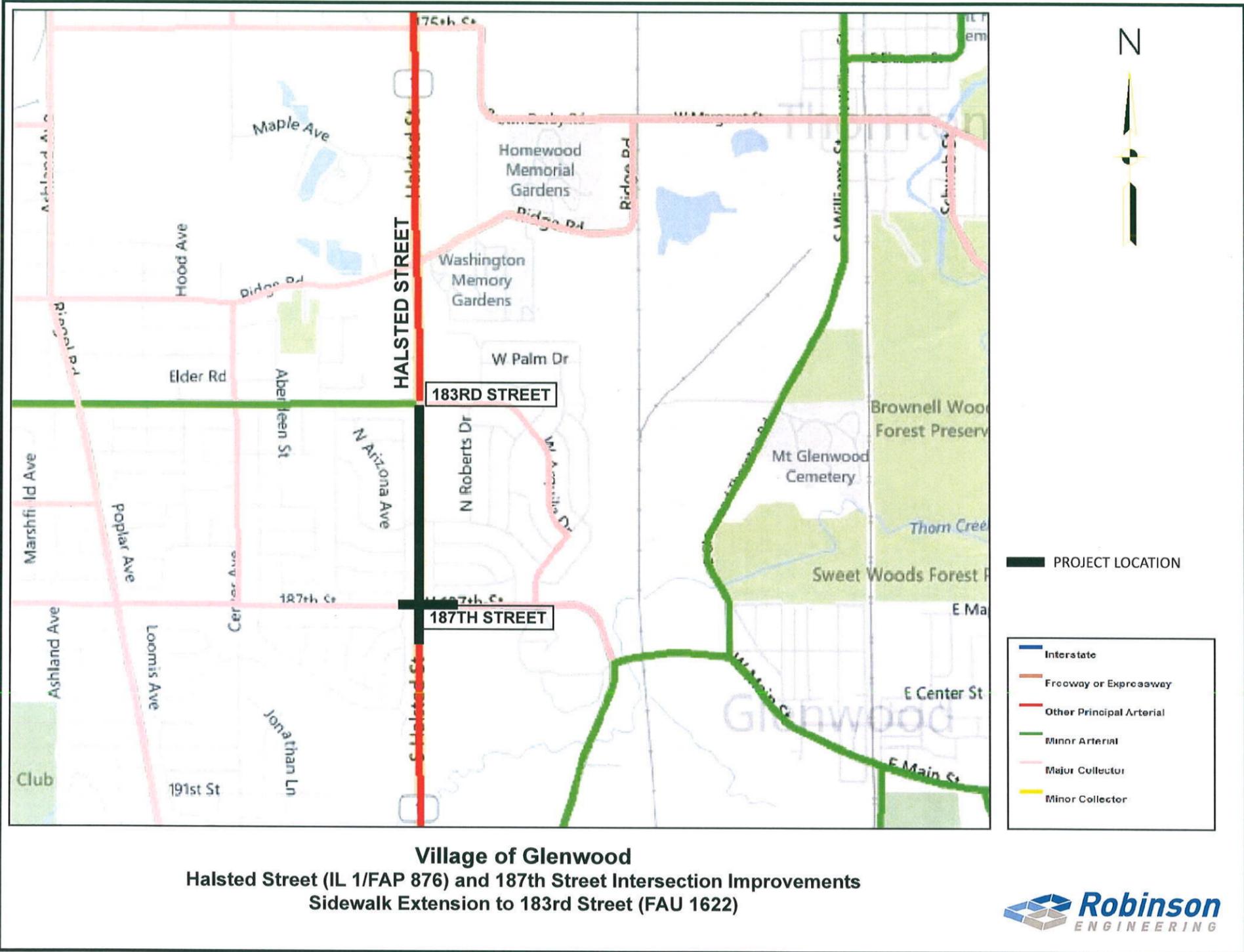
Aaron A. Weatherholt, Deputy Director of Highways Date

Omer Osman, Director of Highways/Chief Engineer Date

Michael A. Forti, Chief Counsel Date

Tony Small, Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Local Agency	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant
Village of Glenwood		C Robnson Engineering, Ltd.
County		Address
Cook		17000 South Park Avenue
Section		City
12-00055-00-CH		South Holland
Project No.	State	Illinois
M-4003(120)	Zip Code	60473
Job No.	Contact Name/Phone/E-mail Address	Patricia K. Barker, PE
D-91-118-13	(708) 210-5697	pbarker@reltd.com
Contact Name/Phone/E-mail Address		
Kerry Durkin, Mayor		
(708) 753-2400		
kdurkin@villageofglenwood.com		

THIS AGREEMENT is made and entered into this _____ day of August, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Halsted Street Route FAP 876 Length 0.58 Mi Structure No. N/A

Termini 183rd Street to 187th Street

Description: Phase II Preliminary Engineering for intersection improvement, traffic signals and sidewalk construction.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



Exhibit A - Preliminary Engineering

Route: Halsted & 187th Improvement
 Local Agency: Village of Glenwood
 Section: 12-00055-00-CH
 Project: M-9003(272)
 Job No.: D91-391-09

Overhead + Burden Rate: 173.60%
 Complexity Factor: 0.000
 Calendar Days: 365
 Overhead + Burden Rate: 173.60%

Method of Compensation:

- 14.5%[DL +R(DL) + OH(DL) + IHDC]
- 14.5%[DL +R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- [(2.8 + R)DL] + IHDC
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-hours	Payroll Rate	Payroll Costs	Overhead & Burden	Service By Others	In-House Direct Cost	Fixed Fee	Total	% of Grand Total
Phase II Design									
Coordination/Data Collection/Managemt	41	\$45.80	\$1,878	\$3,260			\$744.94	\$5,882	9.41%
Traffic Signals	80	\$34.23	\$2,738	\$4,754			\$1,086.35	\$8,578	13.73%
P,S & E	82	\$33.96	\$2,785	\$4,834			\$1,104.77	\$8,724	13.96%
Drainage	28	\$34.99	\$980	\$1,701			\$388.66	\$3,069	4.91%
Roadway Plans	36	\$35.45	\$1,276	\$2,216			\$506.36	\$3,998	6.40%
Right of Way	55	\$31.47	\$1,731	\$3,005			\$686.77	\$5,423	8.68%
QA/QC	14	\$50.96	\$710	\$1,233			\$281.76	\$2,225	3.56%
Mathewson ROW					\$23,100			\$23,100	36.96%
Title Commitments						\$1,500		\$1,500	2.40%
Totals	336	\$36.01	\$ 12,098	\$ 21,003	\$ 23,100	\$ 1,500	\$ 4,800	\$ 62,500	100.00%

ASSUMPTIONS:

Services by Others = Mathewson ROW
 Title Commitments/Updates = 3 @ \$500

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

MACK INDUSTRIES, LTD

Dated as of September 2, 2014

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the 2nd day of September, 2014 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "village") and **MACK INDUSTRIES LTD.**, an Illinois Corporation, located at 16800 Oak Park Avenue, Tinley Park, Illinois, 60477 ("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 valorem* 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. The Developer desires to obtain title to and develop properties identified by PINs 32-09-101-010-0000, 32-09-101-011-0000, 32-09-101-012-0000 32-09-101-013-0000 32-09-101-014-0000 and 32-09-101-015-0000 (which in combination shall be referred to herein as the "Subject Property") with 1 story metal buildings for lease to tenants.

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

E. The Village desires to assist in the Developer's acquisition and development of the Subject Property.

F. 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.

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

H. 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 Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II
MUTUAL ASSISTANCE

2.1 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 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 Redevelopment Project Area, the Redevelopment Plan or this Agreement without the prior written consent of the Developer.

ARTICLE III
THE REDEVELOPMENT PROJECT

3.1 Redevelopment Project. The "Redevelopment Project" shall be defined as the Developer's acquisition of the Subject Property and its development with 7 metal one story buildings consisting of approximately 27,000 square feet of leasable space. A preliminary concept plan of the development is attached as Exhibit A. The buildings shall be served by Village sanitary sewer and Village water along with electric and natural gas utility service. The Development shall include on-site stormwater detention, if necessary, and the number of buildings and/or the square footage as shown on the concept plan may be reduced as necessary to accommodate the location of any necessary on-site stormwater detention.

ARTICLE IV
PROPERTY ACQUISITION

4.1 Acquisition. The Village shall use its best efforts to acquire the Subject Property at a purchase price that shall not exceed \$165,000.00. This Agreement shall be null and void if the Developer cannot acquire the Subject Property on or before February 27, 2015 or such later date as may be agreed upon by the Village and the Developer.

4.2 Coordination of Due Diligence. Developer shall, at its expense or by reimbursement to the Village, inspect and perform such evaluations and testing of the Subject Property and all conditions related to the Developer's proposed acquisition and development of the Subject Property as Developer deems necessary during the due diligence period in the Village's contract for the purchase of the property. As least three business days prior to the expiration of the Village's due diligence period as set forth on the Village's purchase contract, the Developer shall cause to be actually delivered to and received by the Village, the Developer's written statement indicating whether the Developer is willing to, or not willing to, accept legal title to the Subject Property.

4.3 Transfer to Developer. In the event the Developer advises the Village that it is willing to accept the transfer of title and ownership of the Subject Property from the Village pursuant to section 4.2, and the Village also finds that it is in its best interest to acquire the Subject Property, the Village shall close upon and acquire title to the Subject Property. Upon acquiring title to the Subject Property, the Village shall, as soon as reasonably possible thereafter, transfer the Subject Property to the Developer in return for the Developer's execution and delivery of the Note and Mortgage required by section 4.4. If the Developer has agreed to accept the title to the Subject Property pursuant to section 4.2, the Developer shall accept title to the Subject Property. The Developer shall be responsible for all title insurance costs, escrow fees, recording costs and title company fees and charges related to any transfer of the Subject Property from the Village to the Developer.

4.4 Note and Mortgage. In order to secure the Village's investment in the Subject Property and Developer's completion of the Redevelopment Project as required by this Agreement, the Developer, shall at the time it receives title to the Subject Property, execute and deliver to the Village the completed Note and Mortgage using the forms attached hereto as Exhibit B. The Note shall be in the amount of the Village's purchase price for the Subject Property and shall be payable in its entirety with interest calculated at an annual rate of 3% on a date which is two (2) years after the date title to the Subject Property is transferred to the Developer. The Developer shall provide the Village with a corporate resolution authorizing the execution of said Note and Mortgage by the individual executing said documents on behalf of the Developer. The Note shall be secured by the Mortgage and the Mortgage shall be recorded.

4.5 Potential Forgiveness of the Note and Mortgage. The Village shall waive its right to receive the payment under the Note and Mortgage and record a release of the mortgage against the Subject Property as soon as reasonably practical if prior to the payment due date of the Note, each and every one of the following conditions are met:

1. The Developer has completed the Redevelopment Project pursuant to the plans approved by the Village and has received an occupancy permits for all buildings; and
2. All property taxes due and owing for the Subject Property prior to the date the last occupancy permit has been issued have been paid.

The Village shall document its release and waiver of any payment due under the Note by a Resolution passed by the Village's Corporate authorities.

4.6 Developer's waiver of any right to challenge the validity of the Note and Mortgage.

The Developer, by executing the Note and Mortgage, represents and warrants to the Village 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 Developer; and (3) further waives any claim that either the Note or Mortgage is contrary to any statute, law or regulation. In the event, Developer breaches the representation and warranty that it gives to the Village in this Section, Developer shall immediately pay the Village any and all unpaid amounts then due and owing the Village under the Note and Mortgage, notwithstanding the Developer's claim of invalidity.

ARTICLE V
WATER AND SANITARY SEWER

5.1 Extension of Village Water and Sanitary Sewer to the Subject Property.

After the Developer acquires title to the Subject Property, the Village shall extend Village water and Sanitary Sewer to the Holbrook boundary of the Property on or before August 1, 2015 in order to serve the Redevelopment Project.

ARTICLE VI
REQUIRED APPROVALS

6.1 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.

6.2 Construction Approval. 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 requirements of any governmental body or agency having any having jurisdiction of any aspect of the Redevelopment Property. Until such requirements

have been satisfied, the Developer or other entity shall have no right to proceed with site preparation or construction, and shall not be entitled to apply for or receive any occupancy permits.

ARTICLE VII
REDEVELOPMENT AND USE OF THE PROPERTY AND
CONSTRUCTION OF THE REDEVELOPMENT PROJECT

7.1 The Redevelopment Project. In order to further the development of the Redevelopment Project Area, the Developer proposes to perform the Redevelopment Project. The Parties agree that in furtherance of the objectives of the Redevelopment Project, the Subject Property shall be developed substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time as mutually agreed to by the Parties and as required by law

7.2 Construction of Redevelopment Project. The Developer shall commence construction of the Redevelopment Project no later than 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 Act. 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 expeditiously 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 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.

7.3 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 indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless of, 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.

7.4 No Liens. No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any Village funds in connection with the Redevelopment Project for labor or materials furnished in connection with any 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.

7.5 Agreement to Pay Taxes. The Developer agrees that it shall pay all real estate tax bills for the Redevelopment Property promptly on or before the due date of such tax bills.

7.6 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 the Village may suffer or incur in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement. The Redevelopment Project shall be completed in all respects by the date that is two (2) years after the date title to the Subject Property is transferred to the Developer.

7.7 Village's Right to Monitor and Inspect Redevelopment Project Site.

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

ARTICLE VIII
PAYMENT AND REIMBURSEMENT OF
REDEVELOPMENT PROJECT COSTS

8.1 Definitions.

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11 74.4 3(q) of the Act (as now or thereafter provided) that are related to the Redevelopment Project and which are eligible for payment and reimbursement under the Act.

(b) Special Tax Allocation Fund ("the Fund") shall mean a fund created by the Village pursuant to the Act and shall refer to incremental revenue generated from 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 LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE SPECIAL TAX ALLOCATION FUND FOR THE INDUSTRIAL PARK REDEVELOPMENT PROJECT AREA.** In the event the Special Tax Allocation Fund for the Redevelopment Project Area has insufficient funds to pay any portion of the amount due the Developer, the unpaid amounts shall only be paid, if at all, when sufficient funds are deposited into the Special Tax Allocation Fund for the Redevelopment Project Area.

8.2 Method of Payment/Amount..

(a) In addition to the Village's obligation as set forth in this Agreement, the Parties acknowledge that the development of the Subject Property as provided by this Redevelopment Project will be further assisted in part by the reimbursement to the Developer of a portion of the Developer's eligible Redevelopment Project Costs incurred as certified by the Village in an amount that shall not exceed \$ _____.

(b) All the payments due to the Developer pursuant to this Agreement are contingent upon the Developer's continued ownership of the Subject Property, the Developer's payment of property taxes when due, and the Developer's completion of the Redevelopment Project.

(c) Developer shall not receive any reimbursement under this section until after October 1, 2015. However, the Village, in its discretion, reserves the right to make payments to the Developer prior to October 1, 2015.

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

8.3 Certification of Redevelopment Project Costs.

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

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

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

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

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

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

8.4 Village Accounting.

The Village shall maintain complete books and records showing deposits to and disbursements from the Special Tax Allocation Fund for the Redevelopment Project Area, 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 Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

8.5 Village's Right to Inspect Books and Records.

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

**ARTICLE IX
GENERAL PROVISIONS**

9.1 Time of Essence

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

9.2 Default.

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

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

Party within thirty (30) days of the receipt of such notice. Upon a breach of this Agreement, the non defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, or may be awarded damages for failure of performance. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

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

9.4 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.

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

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

9.7 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
30 South LaSalle, Suite 2624
Chicago, IL 60602

If to the Developer:

Mack Industries LTD.
16800 Oak Park Avenue
Tinley Park, Illinois, 60477

with a copy to:

9.8 Assignment. Prior to the completion of the Redevelopment Project, as evidenced by the delivery and approval of the Certificate of Completion, the Developer agrees that it shall not sell, assign or otherwise transfer its rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

9.9 Successors and Assigns. The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) as limited by section 9.8..

9.10 Term of Agreement. The term of this 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 the Developer for which a Certificate of Eligibility has been issued by the Village, or (2) the termination of the Industrial Park Redevelopment Project Area pursuant to the terms of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et.seq.* or upon the termination of this Agreement as result of a default or the operation of any other provision herein. .

9.11 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.

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

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

<p>VILLAGE OF GLENWOOD One Asselborn Way Glenwood, IL. 60425</p> <p>By: _____ Kerry Durkin Village President</p> <p>Date: _____</p>	<p>MACK INDUSTRIES LTD. 16800 Oak Park Avenue Tinley Park, Illinois, 60477</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>ATTEST</p> <p>_____ Ernestine Dobbins Village Clerk Glenwood</p>	<p>ATTEST</p> <p>_____</p> <p>Its: Corporate Secretary</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 Mack Industries LTD, an Illinois corporation, executed the forgoing Redevelopment Agreement as the free and voluntary act of Mack Industries LTD for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT A
DEVELOPER'S CONCEPT PLAN

EXHIBIT B
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: TBD _____

THIS INDENTURE WITNESSETH:

That the undersigned mortgagor, **Mack Industries LTD** ("Mortgagor"), an Illinois Corporation located at 16800 Oak Park Avenue, Tinley Park, Illinois 60477 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 **Mack Industries LTD** ("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 _____ Dollars (\$ _____), 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 therefor, 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. Except, absent exigent

circumstances, Mortgagee shall not pay any mechanics' liens against the Property until it provides Mortgagor 15 calendar days written notice of its intent to do so. If within said 15 calendar day period, Mortgagor posts a bond or a letter of credit for the benefit of the Mortgagee in an amount sufficient to cover all mechanics' liens, then the Mortgagee shall refrain from paying any mechanics' lien so long as the bond or letter of credit remains in effect. In no event, however, shall the Mortgagor allow the foreclosure of any mechanics' liens.

SECTION THREE. SECURING PAYMENT OF NOTE.

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

SECTION FOUR. ASSUMPTION OF DEBT.

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

SECTION FIVE. SUCCESSOR IN INTEREST.

In the event of the ownership of the Property or any part of it becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with Mortgagor, and may forbear to sue or may extend the time of payment of the debt hereby secured without discharging or in any way affecting the liability of Mortgagor under this Mortgage or on the debt secured by it.

SECTION SIX. TIME OF THE ESSENCE.

Time is of the essence. If default is made in performing any covenant herein or making any payment under the Note or obligation or any extension or renewal thereof, if proceedings are instituted to enforce any other lien or charge on or against any of the Property, on the filing of a proceeding in bankruptcy by or against any Mortgagor, if any Mortgagor makes an assignment for the benefit of Mortgagor's creditors or if Mortgagor's Property is placed under the control or in the custody of any court, if any Mortgagor abandons any of the Property or in the event of the transfer of, or agreement to transfer, any right, title, or interest in the Property or any part of it, or if any Mortgagor fails to complete within a reasonable time any building or buildings now or at any time in the process of erection on the Premises, then Mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of the lien or any right of Mortgagee under this mortgage to declare, without notice all sums secured hereby immediately due and payable, whether or not the default is remedied by Mortgagor, and to apply toward the payment of the Mortgage indebtedness any

indebtedness of Mortgagee to Mortgagor, and Mortgagee may also immediately proceed to foreclose this Mortgage, and then any foreclosure sale may be made of the Premises in mass without offering the several part separately. In the event that the ownership of the Property or any part of it becomes vested in a person other than Mortgagor and any part of the sum secured hereby remains unpaid, and in the further event that Mortgagee does not elect to declare such sums immediately due and payable, Mortgagor shall pay a reasonable fee to Mortgagee to cover the cost of amending the records of Mortgagee to show the change of ownership.

SECTION SEVEN. FORECLOSURE.

On the commencement of any foreclosure, the court in which the complaint is filed may at any time either before or after sale and without notice to Mortgagor or any party claiming under Mortgagor, and without regard to the then value of the Premises, or whether the same is occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rent, issues, and profits of the Premises during the pendency of the foreclosure suit. During the statutory period of redemption, 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: Mack Industries LTD

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 Mortgage, appeared before me this day in person, and acknowledged that she/he signed, sealed and delivered the said instrument in her/his capacity as the _____ of **Mack Industries LTD** as the free and voluntary act of **Mack Industries LTD** for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT 1 TO THE MORTGAGE
(Legal Description and, PINs for the Real Estate)

[Legal to be inserted]

PINs: 32-09-101-010-0000, 32-09-101-011-0000, 32-09-101-012-0000 32-09-101-013-0000
32-09-101-014-0000 and 32-09-101-015-0000

Common addresses:

EXHIBIT 2 TO MORTGAGE
(Promissory Note)

PROMISSORY NOTE

Not to exceed \$ _____
Glenwood, Illinois
Date: _____, 201__

For value received, **Mack Industries LTD** ("Mortgagor"), 16800 Oak Park Avenue, Tinley Park, Illinois 60477, promises to pay to the order of the Village of Glenwood ("Village"), \$ _____ (_____ Dollars) with interest on this note at the rate of 3% 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 on _____, 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 may pre-pay any portion of the principal at any time without any penalty.

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 payments on this Note may be waived and released pursuant to the terms of a Redevelopment Agreement entered in to between the Village of Glenwood and **Mack Industries LTD** as of _____ and all persons to whom this instrument may come are referred to said Redevelopment Agreement for its effect on this Note and the Mortgage.

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.

Mack Industries LTD

By: _____

[insert printed name]

Its: _____
Date: _____, 201__

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 Promissory Note appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the _____ of **Mack Industries LTD**, an Illinois corporation as the free and voluntary act of **Mack Industries LTD** for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this _____ day
of _____, 201__.

Notary Public

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2014 - _____

**AN ORDINANCE AMENDING THE VILLAGE'S CODE OF ORDINANCES TO
AMEND SECTION 10-49**

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 2ND DAY of SEPTEMBER, 2014

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 2nd day
of September, 2014.

ORDINANCE NO. 2014 - _____

**AN ORDINANCE AMENDING THE VILLAGE'S CODE OF ORDINANCES TO
AMEND SECTION 10-49**

WHEREAS, the Board of Trustees of the Village of Glenwood has determined that it is in the Village's best interest to amend Section 10-49 of the Village's Code of Ordinances to further address and regulate the individual sale of beer containers as set forth herein; 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 Recitals of this Ordinance are declared to be true and correct and are incorporated into this Section as if they are fully set forth herein.

SECTION 2: Amendment of Section 10-49.

Section 10-49 of the Village of Glenwood's Code of Ordinances is herein amended to state in its entirety as follows:

Sec. 10-49. Restrictions on the retail package sale of alcohol, spirits, wine or beer for holders of class A, B, D, E or G liquor licenses.

The holders of class A, B, D, E or G liquor licenses shall not engage in the retail package sale of any containers of alcohol, spirits or wine containing an amount less than 200 milliliters (6.76 ounces) of alcohol, spirits or wine. The holders of class A, B, D, E or G liquor licenses shall not engage in the retail package sale, for off-premises consumption, of any single can, single bottle or other single container of any beer unless the individual can, bottle or other container of beer is marketed for individual sale. It shall be a violation of this Code to sell individual cans, bottles or other individual containers of beer that are removed from a six-pack, 12-pack, case, or other type of packaging with more than one can, bottles or container of beer. After holding a hearing as required by State statute, the Liquor Commissioner may impose a fine for a violation of this section that shall not exceed \$1,000 for a first violation in a 12-month period, \$1,500 for a second violation in a 12-month period and \$2,500 for a third or subsequent violation in a 12-month period. Not more than

\$15,000.00 in fines may be imposed against any license during the period of the license. For the purpose of this section the terms "alcohol," "spirits," "wine" and "beer" shall have the same meaning as that set forth, in the Illinois Liquor Control Act.

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. Nothing contained in this Ordinance shall be intended to amend or change subsections 58-31(b) or 58-31(c) of Section 58-31 of the Village's Code

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.

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

PASSED by roll call vote this 2nd day of September, 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 2nd day of September, 2014

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2014 - _____

**AN ORDINANCE AMENDING CHAPTER 10 (ALCOHOLIC BEVERAGES) OF THE
VILLAGE'S CODE OF ORDINANCES TO CREATE A CLASS L LIQUOR LICENSE**

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 2ND DAY OF SEPTEMBER, 2014

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 2nd day
of September, 2014.

ORDINANCE NO. 2014 - _____

AN ORDINANCE AMENDING CHAPTER 10 (ALCOHOLIC BEVERAGES) OF THE VILLAGE'S CODE OF ORDINANCES TO CREATE A CLASS L LIQUOR LICENSE

WHEREAS, the Board of Trustees of the Village of Glenwood has determined that it is in the Village's best interest to amend Chapter 10 (Alcoholic Beverages) of its Code of Ordinances to create a Class L liquor license pursuant to the terms set forth herein.

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

SECTION 1: Amendment to Section 10-34 of the Code of Ordinances.

Section 10-34 (Classification of licenses; scope; fees) of Chapter 10 (Alcoholic Beverages) of the Village of Glenwood's Code of Ordinances shall herein be amended to add new subsection 10-34(13), which states as follows:

- 10-34(13) *Class L* license which shall authorize the retail sale on the premises specified of all alcoholic liquor for consumption only on the premises when the premises is a restaurant where the sale of alcoholic liquors is not the principal business carried on in the premises. There shall be no retail package sales of any alcoholic liquor permitted. The annual fee for a Class L license shall be the same as that provided for a Class C license in Appendix B, Schedule of Fees, of this Code, as revised from time to time.

SECTION 2: Amendment to Section 10-37 of the Code of Ordinances.

Section 10-37 (Number of licenses; issuance) of Chapter 10 (Alcoholic Beverages) of the Village of Glenwood's Code of Ordinances shall herein be amended and restated to state as follows:

Sec. 10-37 Number of Licenses; issuance.

There shall be issued in the village to be in effect at any one time, no more than the following number of each class of liquor license:

CLASS OF LICENSE	NUMBER OF LICENSES
A	1
B	0
C	3
D	2
D-1	1
E	5
F	1
G	0
H	2
I	1
J	0
K	1
L	0

SECTION 3: Amendment to Section 10-46 of the Code of Ordinances.

Section 10-46 (Closing Hours) of Chapter 10 (Alcoholic Beverages) of the Village of Glenwood's Code of Ordinances shall herein be amended and restated to state in its entirety s follows:

Sec. 10-46. Hours for the sale of alcoholic liquor.

- (a) Except as otherwise provided in subsections (a)(1) through (4) below, it shall be unlawful to sell or offer for sale any alcoholic liquors in the village between the hours of 2:00 a.m. and 6:00 a.m. on any weekday or on Saturday, and between the hours of 2:00 a.m. and 12:00 noon on Sunday. It shall also be unlawful to sell or offer for sale any alcoholic liquors in the village in violation of any of the subsections (a)(1) through (4) set forth below:

- (1) Provided, however, that all holders of class A, B, D, E or G liquor licenses are prohibited from the retail package sale of any alcoholic liquor after the hour of 10:00 p.m. on Sunday through Thursday, and after the hour of 11:00 p.m. on Fridays and Saturdays. All holders of class A, B, D, E or G liquor licenses are also prohibited from the retail package sale of any alcoholic liquor prior to the hour of 9:00 a.m. on Saturday.
 - (2) Provided further, however, that all holders of class D and class E liquor licenses are hereby permitted to commence the retail package sale of all alcoholic liquors on the premises commencing at 11:00 a.m. on Sundays.
 - (3) Provided further, however, that all holders of class I and Class L liquor licenses are hereby permitted to sell or offer for sale any alcoholic liquors for consumption on the premises, during the hours of 6:00 a.m. to 2:00 a.m. Monday through Sunday.
 - (4) Provided further, however, that all holders of class J liquor licenses are hereby permitted to consume beer and wine on the premises, only on Fridays, between the hours of 11:00 a.m. and 10:00 p.m.
- (b) It shall be unlawful to keep open for business or admit the public, or to permit the public or any person other than the licensee, his employees or members of his family, to remain in or on any premises in or on which alcoholic liquor is sold at retail during the hours within which the sale of liquor is prohibited; however, in the case of restaurants, clubs and hotels, such establishments may be kept open during such hours, but no alcoholic liquor may be sold to or consumed by the public during such hours.

SECTION 4: 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 5: Effective date.

This Ordinance shall be effective upon its passage, approval and publication as required by law.

PASSED by roll call vote this 2nd day of September, 2014.

AYES:

NAYS:

ABSENT:

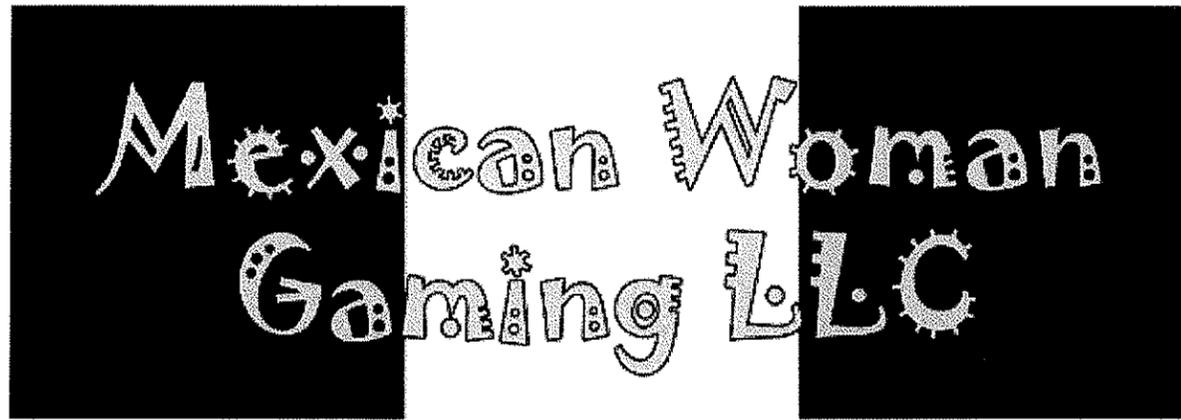
ABSTAIN:

APPROVED this 2nd day of September, 2014.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk



Kerry Durkin
Mayor
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

Dear Mayor Durkin,

Enclosed is my application for a Liquor License as you know we are still working to finalize the lease. I have also enclosed my biography.

I am currently interviewing potential applicants from the village that will be the on site manager and employees.

Please feel free to email me with any questions you may have.
Renee@cashisland777.com.

Regards,

Renee Maria Fanjon
Ceo/Founder
Mexican Woman Gaming LLC



About Us

Island Cafe is a neighborhood cafe and gathering place for adults to enjoy a light meal, beverage and gaming in a warm and welcoming environment.

Stylized with a tropical interpretation of casual Caribbean, Island Cafe has the comfortable feel of being on your own beach. Offering highly personalized service and superior amenities, Island Cafe is sure to be the place in your community to enjoy a premium gaming experience!





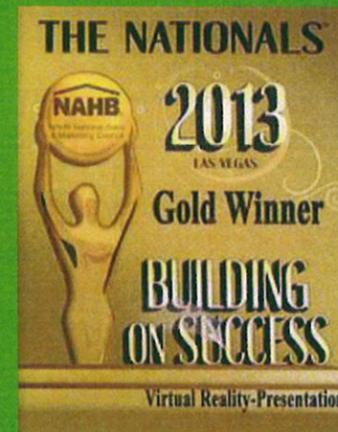
RM Design Studio



RM Design Studio is a one of a kind hybrid of architectural design and visualization. For nearly two decades we have been helping clients surpass their goals through solid design and exquisite presentations. Exceeding our client's expectations with the ability to listen, architectural knowledge, and to solve each project's unique challenges is our passion.

Design: We believe our strongest asset and that which sets us apart from other firms, is our expertise in architecture and understanding of architectural design. This skill set has proven a great resource to many of our clients for whom it is essential to grasp the potential of their project. Regardless of the project type, we have the knowledge and ability to provide thorough and comprehensive design solutions. Our design ideas can be conveyed easily through sketches and concept drawings, to complete architectural presentations. These services have been an invaluable solution for our clientele in marketing, potential design alternatives, and approvals. To understand more about our architectural design services, please visit the "*Case Study/Design*" section of our website showcasing both our initial sketches and finalized photorealistic renderings.

Visualization: The visualization industry offers a wide spectrum of quality and options. It has been our focus to provide the highest level of visualization for an affordable and competitive price. As part of our everyday operations, we are constantly researching new ways to present and improve our services. We are always striving to provide new and better ways to problem solve. For nearly two decades, we have developed new and innovative ways to provide customized solutions for our clients. We feel that we are a boutique service for those who want the best of our industry.



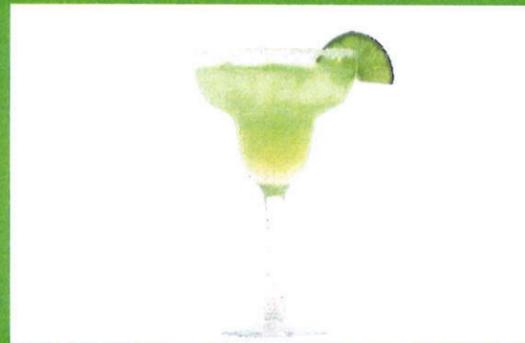
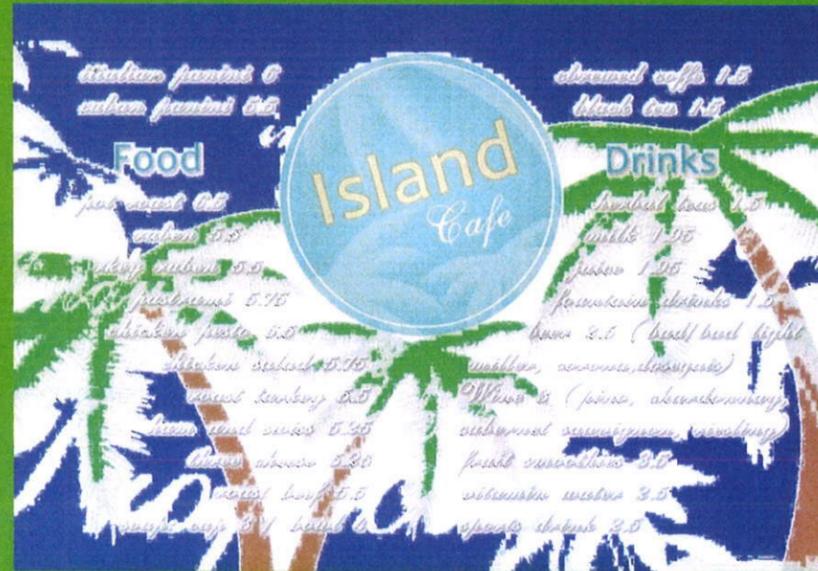
Renee Maria Fanjon

Renee Maria Fanjon started Urban Home Furniture Inc. in 1997. Since then she has overseen a \$20 million plus/retail enterprise. She has influenced designs for Starbucks, Hyatt, and Hilton to name a few. Renee has added to her structure true partners that bring a wealth of experience to Urban Home. This structure allows for large complex projects to be handled completely in-house. Having this team in place allows for us to preform on time and under budget bringing satisfaction to our customers. Her goal is always to bring the customers' imagination to the final design product. Renee has spent her entire career in the world of retail and fashion. That experience combined with her Latin background and passion for all customer service is reflected in her unique ability to build brands. Fanjon is involved in and oversees all phases of the business from design process, retail concepts, to initial sketches and final approval of completed projects. As the Founder and CEO of Urban Home, Renee's vision is to ensure the perfect combination of style, function, and profitability. "Our products are intended are intended to be beautiful, relaxing, and very inviting," Fanjon says. "after traveling the world, I have seen and studied many different retail concepts. I plan to bring this experience to Mexican Woman Gaming LLC, DBA Cash Island, DBA Thelma's to offer our customers a very unique and inviting experience."



Food And Drinks

Cash Island is a gathering place for adults to enjoy a light meal, beverage and gaming in a warm and welcoming environment.



Interior Design



VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2400
708.753.2406 Fax



MAYOR
Kerry Durkin

CLERK
Ernestine T. Dobbins

TREASURER
Edwin Reichard

TRUSTEES
Terrence A. Campbell
Ronald Gardiner
Carmen Hopkins
Richard Nielsen
Anthony Plott
Paul Styles, Jr.

July 26, 2014

The Honorable Kerry Durkin
Board of Trustees
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

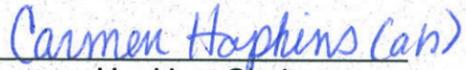
Re: Charge \$1.00 per Vehicle Parked on Driving Range July 4th

Dear Mayor Durkin and Trustees:

The Glenwoodie Golf Committee held a meeting on Tuesday, July 26, 2014, and by a vote of 5 ayes, 0 nays, 4 absent, their recommendation is as follows:

The Glenwoodie Golf Committee recommended to the Board of Trustees to approve the charge of \$1.00 per vehicle parked on the driving range for the fireworks display on July 4th every year. This charge will offset profit lost from closing the range and clean up the day after the firework show.

Sincerely,


Carmen Hopkins, Chairman
Glenwoodie Golf Committee

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2400
708.753.2406 Fax



MAYOR
Kerry Durkin

CLERK
Ernestine T. Dobbins

TREASURER
Edwin Reichard

TRUSTEES
Terrence A. Campbell
Ronald Gardiner
Carmen Hopkins
Richard Nielsen
Anthony Plott
Paul Styles, Jr.

August 23, 2014

The Honorable Kerry Durkin
Board of Trustees
Village of Glenwood
One Asselborn Way
Glenwood, Illinois 60425

Re: Purchase/Lease of a New Beverage Cart

Dear Mayor Durkin and Trustees:

The Glenwoodie Golf Committee held a meeting on Tuesday, August 23, 2014, and by a vote of 5 ayes, 0 nays, 4 absent, their recommendation is as follows:

The Glenwoodie Golf Committee recommended to the Board of Trustees to approve the purchase/lease of a new beverage cart. The purchase price of the beverage cart is \$11,925.00. A new lease would overlap the current one of \$409.75 for two months at which time the current lease will run out (October 2014).

Sincerely,


Carmen Hopkins, Chairman
Glenwoodie Golf Committee

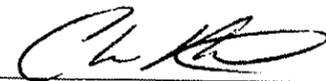


PURCHASE PROPOSAL

NAME GLENWOODIE GOLF COURSE DATE August 26, 2014
 ADDRESS 19301 STATE STREET
 CITY & STATE GLENWOOD, IL 60425

DESCRIPTION	LIST PRICE	FLEET PRICE	QUANTITY	TOTAL
BASE VEHICLE: 2014 CLUB CAR CARRYALL 500 GASOLINE		\$11,675.00	1	\$11,675.00
OPTIONS & ACCESSORIES: Canopy Top High-impact Windshield Differential Guard Portable Refreshment Center 4 Wheel Brakes Owners Manual Set of Keys				Included Included Included Included Included Included Included
SUB-TOTAL				\$11,675.00
TRADES:				
				SUB-TOTAL \$11,675.00
				8.25% SALES TAX Exempt
				FREIGHT \$250.00
				TOTAL \$11,925.00

Remarks:
Terms, Net 30 days

Proposal Issued By CHAD ROTERT  Date August 26, 2014

Proposal Accepted By _____ Date _____

Proposal Valid Thru Available



PURCHASE PROPOSAL

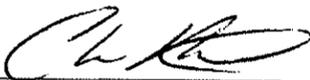
NAME GLENWOODIE GOLF COURSE DATE August 26, 2014

ADDRESS 19301 STATE STREET

CITY & STATE GLENWOOD, IL 60425

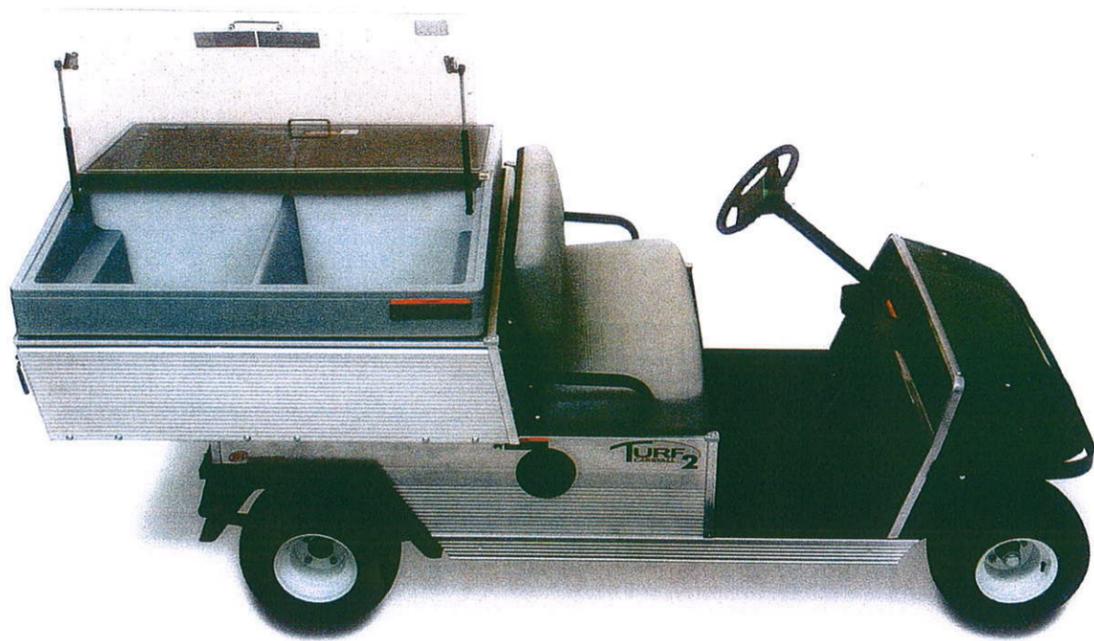
DESCRIPTION	LIST PRICE	FLEET PRICE	QUANTITY	TOTAL
BASE VEHICLE: 2014 CLUB CAR CARRYALL 500 GASOLINE		\$11,675.00	1	\$11,675.00
OPTIONS & ACCESSORIES: Canopy Top High-impact Windshield Differential Guard Portable Refreshment Center 4 Wheel Brakes Owners Manual Set of Keys				Included Included Included Included Included Included Included
SUB-TOTAL				\$11,675.00
TRADES:				
				SUB-TOTAL \$11,675.00
				8.25% SALES TAX Exempt
				\$250.00/Car FREIGHT \$250.00
				TOTAL \$11,925.00

Remarks:
Terms, Net 30 days

Proposal Issued By CHAD ROTERT  Date August 26, 2014

Proposal Accepted By _____ Date _____

Proposal Valid Thru Available



TURF 2 with PRC

When you want maneuverability with a little added muscle, the Carryall Turf 2 is your go-to guy. This economical yeoman is available in gas engine or electric with the IQ Plus System™ and can handle a variety of maintenance tasks, shouldering a full 1,200 pounds of vehicle capacity. So load up the Portable Refreshment Center and put the Turf 2 to work. It can handle it.

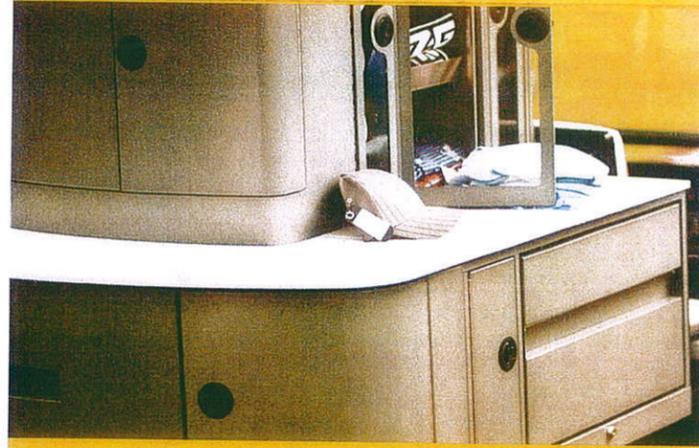


TURF 2 with PRC unit	
ENGINE	Kawasaki FE350, OHV, 351 cc, single-cylinder, air-cooled, pressure-lubricated, spin-on oil filter engine torque, (22.5 N-m (16.6 ft-lb) @ 2,500 rpm*
HORSEPOWER	10.4 hp (7.65 kW) rated @3,600 rpm (1)
GOVERNOR	Automatic ground-speed sensing, internally geared-in unitized transaxle
GOVERNED RPM	3,170 ± 30
IGNITION	Electronic with electronic RPM limiter
DRIVE UNIT	Unitized transaxle, helical gears, 11.8:1 forward, 17.1:1 reverse
BATTERIES	12-volt
KEY- OR PEDAL-START	Pedal
STEERING	Self-adjusting rack & pinion
FRONT SUSPENSION	Independent leaf springs with dual hydraulic shocks
REAR SUSPENSION	Multi-leaf springs with dual hydraulic shocks
BRAKES	4-wheel, mechanical drum
PARK BRAKE	Foot-operated, multi-lock
FRAME/CHASSIS	Aluminum I-Beam
BODY (FRONT/REAR)	ArmorFlex TPO/All aluminum
LIGHT PACKAGE	Headlights standard
TRAILER HITCH	Standard
FRONT TIRES	18 x 8.5-8, 6-ply rated, premium tread
REAR TIRES	18 x 8.5-8, 6-ply rated, extra-traction tread
INSTRUMENTATION	Electronic fuel gauge/hour meter, low-oil warning light
BED LOAD SIZE (CARGO BED INSIDE DIMENSIONS)	48.8 x 49.8 x 10.9 in (15.3 ft³) (124 x 126.5 x 27.7 cm)
BED LOAD HEIGHT	27.5 in (69.9 cm)
TOTAL VEHICLE CAPACITY	1,200 lb (544.3 kg)
OVERALL LxWxH	111 x 50 x 48 in (281.9 x 127 x 121.9 cm)
WHEELBASE	77.5 in (196.9 cm)
DIFFERENTIAL GROUND CLEARANCE	4.5 in (11.4 cm)
FUEL TANK CAPACITY	5.1 gal (19.2 L)
TREAD (FRONT/REAR)	34.5 in (87.6 cm)/38.5 in (97.8 cm)
DRY WEIGHT (LESS BATTERIES)	724 lb (328.7 kg)
FORWARD SPEED	Up to 16 mph (25.7 kph)
CURB CLEARANCE CIRCLE	248.4 in (630.9 cm) dia.

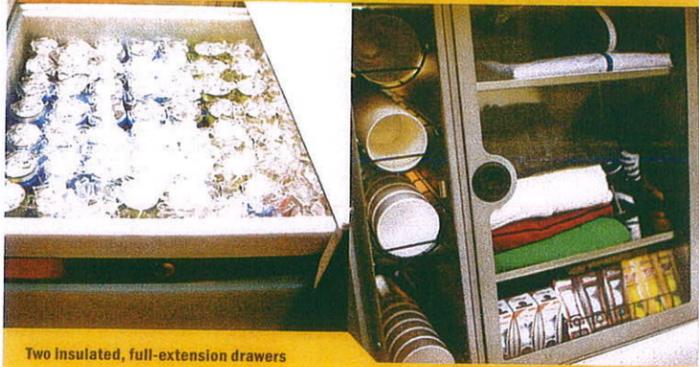
Phil,

Glenwoodie would continue to make the final three payments of \$409.75 through October and then own all 5 cars on that lease. (1 Beverage unit, 3 utility cars and 1 Gas Drive) In the meantime, you'll have a brand new 2014 Yamaha Fairway Deluxe this August with no payments, if you lease it, starting until May, 2015. Let me know.

Steve Olken
Harris Golf Cars
630-205-0483



Wrap-around counter creates a 10-square-foot staging/transaction area



Two insulated, full-extension drawers

Point-of-sale modular design



Corner cabinets provide storage for cleaning products

Side cabinets store slide-out replenishment trays

See the Refresher FS2 in action at www.cushman.com/RefresherFS2

Features and specifications of the vehicles are subject to change without notice. Vehicle as photographed may include options not included on base model.

REFRESHER® FS2™ WITH FLEXSERVE TECHNOLOGY

	DIMENSIONS
Overall Length	112.0 in (284 cm)
Overall Width	50.5 in (123 cm)
Overall Height (No Canopy)	48.5 in (118 cm) (Top of steering wheel)
Overall Height (With Canopy)	76.5 in (194 cm)
Wheel Base	77.0 in (196 cm)
Front Wheel Track	37.0 in (94 cm)
Rear Wheel Track	38.0 in (97 cm)
Ground Clearance @ Differential	3.5 in (9 cm)
Refresher Unit Material and Finish	5000 Series Aluminum - Super Durable TGIC Polyester Powder Coating
	POWER
Power Source	4 cycle, 24.5 cu in (401 cc)
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Standard
Electrical System	Starter/Generator, Solid State Regulator
Battery (Qty, Type)	One, 12V Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Industrial Rated Dry Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Fuel Capacity	6.0 Gallon (22.7 L) Tank
Drivetrain	Continuously Variable Transmission (CVT)
Transaxle	Differential with Helical Gears
Gear Selection	Forward-Reverse
Rear Axle Ratio	11.42: 1 (Forward), 15.78:1 (Reverse)
	PERFORMANCE
Seating Capacity	2 Persons
Dry Weight	1190 lb (540 kg)
Curb Weight	1230 lb (558 kg)
Vehicle Load Capacity	1200 lb (545 kg)
Outside Clearance Circle	22.0 ft (6.7 m)
Speed (Forward)	11 mph +/- 0.5 mph (17 kph +/- 0.8 kph)
Speed (Reverse)	7.9 mph +/- 0.5 mph (12.7 kph +/- 0.8 kph)
Intersecting Aisle Clearance	N/A
	STEERING & SUSPENSION
Steering	Self-compensating Rack & Pinion
Front Suspension	Leaf Springs w/ Hydraulic Shock Absorbers
Rear Suspension	Leaf Springs w/ Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self Compensating Single Point Engagement
Front Tires	Links 18 x 8.5 8 (4 Ply Rated)
Rear Tires	Load Star 18 x 8.5 8 (6 Ply Rated)
	BODY & CHASSIS
Frame	Welded Steel, DuraShield™ Powder Coat
Front Body & Finish	Injection Molded TPO, Painted
Rear Body & Finish	Steel, Base Coat/Clear Coat
Standard Color	Forest Green

Factory Installed Options & Field Accessories

- 3.0 Liter Airpot
- Humidor
- 6" Full Extension Module
- 12" Display Module
- 18" Display Module
- Cup Dispenser Module
- Mini Bottle Basket
- Sandwich Tray
- Airpot Holder For 12" Insert
- 6" Shelf Trays
- Candy Holder
- 12" Shelf Wedges
- 18" Shelf Wedges
- Limited Slip Differential
- NSF Rated Consumable Ice Inserts



REFRESHER® FS2™
WITH FLEXSERVE™ TECHNOLOGY



CUSHMAN™
LET'S WORK.™

Cushman Utility Vehicle Lease

PROPOSAL FOR:



Glenwoodie Golf Course

QTY	MODEL	YEAR	TERMS	Monthly Payment	TOTAL MONTHLY PRICE
1	FS2 Refresher	2014	Net 30 Days	\$16,200.00	\$16,200.00
Total Monthly Payment: \$					16,200.00

INCLUDED ACCESSORIES	
See attached information for accessories	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

LEASE DETAILS

Payment Schedule: Seasonal Payment Months: May - October
 Delivery: April-May, 2014 First Pay: May, 2014

SPECIAL CONSIDERATIONS:

Terms are Net 30 Days.

E-Z-GO at its discretion reserves the right to offer an early roll option. Glenwoodie Golf Course must enter into a new lease purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes and insurance are not included. Payment Schedule(s) does not include any finance, documentation or initiation fees that may be required with payment.

Glenwoodie Golf Course

Accepted By: _____ Date: _____
 Title: _____

E-Z-GO, A Division of Textron, Inc.

Accepted By: Greg Mark Date: _____
 Title: Fleet Sales Representative

Cushman Utility Vehicle Lease



PROPOSAL FOR:

Glenwoodie Golf Course

QTY	MODEL	YEAR	TERMS	Monthly Payment	TOTAL MONTHLY PRICE
1	F52 Refresher	2014	5 Year FMV	\$580.00	\$580.00
Total Monthly Payment:					\$ 580.00

INCLUDED ACCESSORIES	
See attached information for accessories	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

LEASE DETAILS

Payment Schedule: Seasonal Payment Months: May - October
 Delivery: April-May, 2014 First Pay: May, 2014

SPECIAL CONSIDERATIONS:

FMV Lease represent a rental agreement in which at the lese maturity date the vehicle is returned to E-Z-GO / Cushman.
 5 Year lease represents 30 total payment

E-Z-GO at its discretion reserves the right to offer an early roll option. Glenwoodie Golf Course must enter into a new lease purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes and insurance are not included. Payment Schedule(s) does not include any finance, documentation or iniation fees that may be required with payment.

Glenwoodie Golf Course

Accepted By: _____ Date: _____
 Title: _____

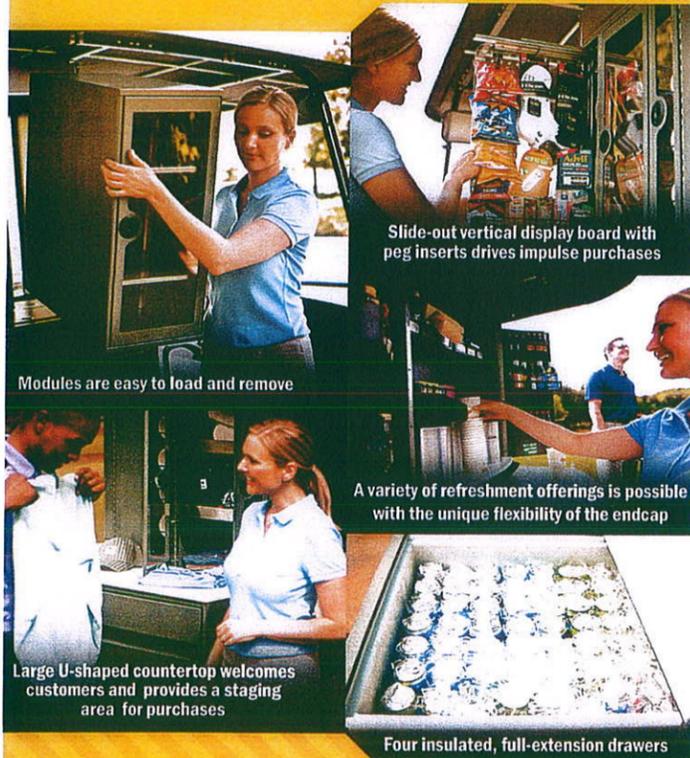
E-Z-GO, A Division of Textron, Inc.

Accepted By: Greg Mark Date: _____
 Title: Fleet Sales Representative



Designed to Drive Profits.

The Cushman® Refresher® FS4™ was developed to compliment your business by offering increased sales and unique merchandising opportunities without affecting pace of play. With over 21 cubic-feet of merchandising space, fully accessible beverage drawers and a host of unique module options, the FS4 caters to the daily demands of your guests. An improved powertrain combined with the 13.5 hp engine, provides enough power and torque for the vehicle to navigate almost any facility. Designed to provide greater durability with a stronger vehicle platform, a wider footprint and improved suspension, the Refresher FS4 is up to the challenge of your busiest day.



Slide-out vertical display board with peg inserts drives impulse purchases

Modules are easy to load and remove

A variety of refreshment offerings is possible with the unique flexibility of the endcap

Large U-shaped countertop welcomes customers and provides a staging area for purchases

Four insulated, full-extension drawers

REFRESHER® FS4™ WITH FLEXSERVE TECHNOLOGY

DIMENSIONS	
Overall Length	147.0 in (373 cm)
Overall Width	54.0 in (137 cm)
Overall Height (No Canopy)	49.0 in (124 cm) (Top of steering wheel)
Overall Height (With Canopy)	80.0 in (203 cm)
Wheel Base	93.5 in (237 cm)
Front Wheel Track	39.63 in (101 cm)
Rear Wheel Track	39.5 in (100 cm)
Ground Clearance @ Differential	4.5 in (11 cm)
Refresher Unit Material and Finish	5000 Series Aluminum - Super Durable TGIC Polyester Powder Coating
POWER	
Power Source	4 cycle, 24.5 cu in (401 cc)
Valve Train	Single Cylinder OHV
Horsepower (kW)	13.5 hp (10.1 kW) Exceeds SAE J1940 Standard
Electrical System	Starter/Generator, Solid State Regulator
Battery (Qty, Type)	One, 12V Maintenance Free
Key or Pedal Start	Pedal
Air Cleaner	Industrial Rated Dry Filter
Lubrication	Pressurized Oil System
Oil Filter	Spin-On
Cooling System	Air Cooled
Fuel Capacity	6.2 Gallon (23.52 L) Tank
Drivetrain	Continuously Variable Transmission (CVT)
Transaxle	Differential with Helical Gears
Gear Selection	Forward-Reverse
Rear Axle Ratio	17.2: 1 (Forward)
PERFORMANCE	
Seating Capacity	1 Person Std.; 2 Persons Optional
Dry Weight	1470 lb (661 kg)
Curb Weight	1508 lb (684 kg)
Vehicle Load Capacity	1015 lb (460 kg)
Outside Clearance Circle	26' 8" Left / 25' 2" Right
Speed (Forward)	11 mph +/- 0.5 mph (17 kph +/- 0.8 kph)
Intersecting Aisle Clearance	N/A
STEERING & SUSPENSION	
Steering	Self-compensating Rack & Pinion
Front Suspension	Leaf Springs w/ Hydraulic Shock Absorbers
Rear Suspension	Heavy Duty Leaf Springs w/ Hydraulic Shock Absorbers
Service Brake	Four Wheel Hydraulic Front Disc/Rear Drum
Parking Brake	Mechanical Hand Brake
Front Tires	Load Star 205/65-10
Rear Tires	Load Star 205/65-10
BODY & CHASSIS	
Frame	Welded Steel, DuraShield™ Powder Coat
Front Body & Finish	Injection Molded TPO, Painted
Rear Body & Finish	Steel, Base Coat/Clear Coat
Standard Color	Forest Green

Factory Installed Options & Field Accessories

- 3.0 Liter Airpot
- Humidor
- 6" & 12" Full Extension Module
- 12" & 18" Display Module
- Cup Dispenser Module
- Mini Bottle Basket
- Sandwich Tray
- Airpot Holder (12" & 18" Inserts)
- 6" Shelf Trays
- Candy Holder
- 12" & 18" Shelf Wedges
- NSF Rated Consumable Ice Inserts
- Food Warmer Module
- Food Warmer Bags
- 24" Keg Module
- Cup & Display Module
- Drawer Divider
- Color Options Available for Canopy, Unit & Vehicle

Features and specifications of the vehicles are subject to change without notice. Vehicle as photographed may include options not included on base model.

WWW.CUSHMAN.COM
800.241.5855 | ©2014 Textron Inc. All rights reserved.
70002 01/2014

REFRESHER® FS4™

WITH FLEXSERVE™ TECHNOLOGY

Over one-third more merchandising space

Improve profitability with new point-of-sale design

Reach more customers while improving pace of play

21 CU FT
DRY
STORAGE

11 CU FT
COLD
STORAGE

1015 lb.
MAX
LOAD



CUSHMAN™

Features and specifications of the vehicles are subject to change without notice.
Vehicle as photographed may include options not included on base model.

Cushman Utility Vehicle Lease

PROPOSAL FOR:



Glenwoodie Golf Course

QTY	MODEL	YEAR	TERMS	Monthly Payment	TOTAL MONTHLY PRICE
1	FS4 Demo	2014	Net 30 Days	\$18,267.00	\$18,267.00
Total Monthly Payment:				\$	18,267.00

INCLUDED ACCESSORIES	
See attached information for accessories	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

LEASE DETAILS

Payment Schedule: Net 30 Days Payment Months: _____
Delivery: October, 2014 First Pay: Net 30 Days

SPECIAL CONSIDERATIONS:

Terms are Net 30 Days.
Current 2008 Yamaha Refresher Vehicle has a trade in value of \$1,500.
Using Trade to Net down to new Purchase amount = \$16,767.00

E-Z-GO at its discretion reserves the right to offer an early roll option. Glenwoodie Golf Course must enter into a new lease purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes and insurance are not included. Payment Schedule(s) does not include any finance, documentation or initiation fees that may be required with payment.

Glenwoodie Golf Course

Accepted By: _____ Date: _____
Title: _____

E-Z-GO, A Division of Textron, Inc.

Accepted By: Greg Mark Date: 8/14/2014
Title: Fleet Sales Representative

Cushman Utility Vehicle Lease



PROPOSAL FOR:

Glenwoodie Golf Course

QTY	MODEL	YEAR	TERMS	Monthly Payment	TOTAL MONTHLY PRICE
1	FS4	2014	5 Yr. Muni Lease	\$674.00	\$621.00
Total Monthly Payment:					\$ 621.00

INCLUDED ACCESSORIES	
See attached information for accessories	

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

LEASE DETAILS

Payment Schedule: Seasonal Payment Months: May - October
Delivery: October, 2014 First Pay: May, 2015

SPECIAL CONSIDERATIONS:

Municipal Lease represent ownership of vehicle at lease maturity.
5 Year lease represents 30 total payment
Proposal represents using current 2008 Yamaha Refresher as a trade in. Trade value is \$1,500.00

E-Z-GO at its discretion reserves the right to offer an early roll option. Glenwoodie Golf Course must enter into a new lease purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes and insurance are not included. Payment Schedule(s) does not include any finance, documentation or initiation fees that may be required with payment.

Glenwoodie Golf Course

Accepted By: _____ Date: _____
Title: _____

E-Z-GO, A Division of Textron, Inc.

Accepted By: Greg Mark Date: _____
Title: Fleet Sales Representative

Fairway Lounge Gas Specifications

DIMENSIONS

OVERALL LENGTH	108.0 in. (2743 mm)
OVERALL WIDTH	49.3 in. (1252 mm)
OVERALL HEIGHT	ADVENTURER TOP: 71.9 in. (1826 mm) SUNBRELLA CANOPY TOP: 72.5 in. (1828 mm)
WHEELBASE	75.5 in. (1917 mm)
FRONT WHEEL TREAD	39.0 in. (990 mm)
REAR WHEEL TREAD	38.6 in. (980 mm)
MINIMUM GROUND CLEARANCE	4.5 in. (115 mm)

ENGINE/DRIVE TRAIN

ENGINE TYPE	Yamaha built, low emission single cylinder 60° incline OHV
DISPLACEMENT	357 cc
BORE x STROKE	85 x 63 mm
HORSEPOWER	11.4 HP (8.5 Kw/3500 rpm)
COMPRESSION RATIO	8.1:1
LUBRICATION SYSTEM	Splash style positive oil lubrication
OIL CAPACITY	1 U.S. quart (1 liter, 1000 cc)
AIR CLEANER	Two stage, urethane-foam pre-cleaner and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
CARBURETOR	Mikuni BV26-18
IGNITION SYSTEM	Transistor magneto ignition
TRANSAXLE	V-belt automatic forward/reverse transaxle equipped with high-precision helical gears, 13.65:1 drive axle ratio

CHASSIS

FRAME	HybriCore™ Chassis features a robotic welded automotive ladder-style steel frame mated to a polypropylene structural floor. Frame is protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and a electrostatic applied polyester/urethane powder topcoat
BODY	Custom-formulated thermoplastic olefin; front is painted with a two-part topcoat of high-luster automotive grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion, permanently lubricated with sealed bearings and greaseless tie-rod ends
FRONT SUSPENSION	Tru-Trak II™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting, mechanical drum brakes on all 4 wheels
SEATING	Supportive and comfortable bucket seat is made of foam in place polyurethane foam bonded to a durable vinyl cover.
BUMPER	Front 5 mph energy-absorbing bumper

PERFORMANCE

MAX FORWARD SPEED	15 mph (24 km/h)
MAX REVERSE SPEED	11.4 mph (18.4 km/h)
TURNING RADIUS	10.8 ft (3.3 m)

DISPLAY CABINET / COLD STORAGE

DISPLAY CABINET	Features 5 individual storage compartments with durable locking polycarbonate doors. Cabinet has a brushed aluminum finish with a locking stainless steel cash drawer.
COLD STORAGE COMPARTMENT	Features a gel-coated, UV-resistant base with 1.0" to 1.5" polyurethane insulated panels and a single bottom-mounted drain with shut-off valve. Holds 16 cases of canned drinks and ice. Meets National Sanitation Foundation material standards for distribution of prepackaged foods.
COLD STORAGE UNIT COLOR	STANDARD: Stone. Can be custom ordered to match vehicle body color.

GENERAL

DRY WEIGHT (less battery)	1038 lbs (470.8 kg)
FUEL TANK CAPACITY	5.8 U.S. gal (22.0 liters)
TIRE SIZE	FRONT: 18.00 x 8.50-8.00 (4-ply rating) REAR: 18.00 x 8.50-8.00 (6-ply rating)
SEATING CAPACITY	1 or 2 persons depending on vehicle configuration
AVAILABLE PAINT COLORS	STANDARD: Tortuga, OPTIONAL: Glacier, Garnet, Tanzanite, Sandstone Metallic, Anthracite Metallic, Onyx Metallic
AVAILABLE SEAT COLORS	Stone
AVAILABLE CANVAS CANOPY COLORS	Hunter Green Canvas Canopy (standard), Canvas Canopy can be ordered in a variety of colors and patterns (optional)

WARRANTY

Warranty	Standard 2-year limited vehicle warranty
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Iowa Location:
 9875 Kapp Court
 Peosta, IA 52068
 Phone: (563) 582-7390
 Fax: (563) 582-6863

Illinois Location:
 549 Heartland Drive, Suite A
 Sugar Grove, IL 60554
 Phone: (630) 466-5239
 Fax: (630) 466-5266

Wisconsin Location:
 13900 Leetsbir Road
 Sturtevant, WI 53177
 Phone: (262) 886-2816
 Fax: (262) 898-1803



Golf Cars • Utility Cars • Multi-Passenger Vehicles

www.harrisgolfcars.com

Quotation Date: **7/30/2014**

TO: **GLENWOODIE GOLF COURSE**

Sales Person: **Steve Olken**
 630-466-5239 - Office
 630-466-5266 - Fax

PHIL ROBBINS
 19301 State Street
 Glenwood, IL. 60425
 708-758-1253- Phone

Order

Qty	Description	Unit Price	Fleet Total
1	Yamaha 2014 Deluxe Fairway Lounge. (TORTUGA)	\$15,200.00	\$15,200.00
	>4 compartments holding up to 16 cases of cans on ice >Display cabinet locking doors and lockable steel cash drawer >Full length canvas sun top >11.4 HP Yamaha EFI Gas Engine >Brushed Aluminum Wheel Covers >Windshield/One Piece >Four Wheel Brakes >Head Lights & Tail Lights >Cambro Unit for Hot & Cold Beverage >Cup Dispenser (6-10 OZ) >Trash Can		
1	Yamaha JU5-600 Beverage Unit (Trade In)	<\$2,500.00>	<\$2,500.00>

LEASE COST FOR THIS UNIT:
\$577.30 MONTHLY (MAY-OCT) FOR FOUR (4) YEARS
\$1.00 PURCHASE OPTION AT LEASE TERM.

TERMS: Net of Invoice	F.O.B. DESTINATION	DELIVERY: 30 Days	QUOTE VALID 8/31/2014	Subtotal	\$12,700.00
				Sales Tax	N/A
				Total	\$12,700.00

Accepted By: _____ Date: _____

Title: _____

HARRIS GOLF CARS

ESTABLISHED 1979

By: _____

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2014 - _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN
ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
NOTICE OF PROPER ZONING FORM**

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 2ND DAY OF SEPTEMBER 2014

RESOLUTION NO. 2014 - _____

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN
ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
NOTICE OF PROPER ZONING FORM**

WHEREAS, the Village of Glenwood has received an inquiry pertaining to the use of the property commonly known as 18452 South Halsted Street, Glenwood, IL 60425 (the "Subject Property") for a Medical Cannabis Dispensary under State law;

WHEREAS, the Village has been requested to complete an Illinois Department of Financial and Professional Regulation "Notice of Proper Zoning Form" for the Subject Property;

WHEREAS, the Subject Property is located in a business zoning district which allows drug stores as a permitted use;

WHEREAS, the Subject Property was previously use as a liquor store;

WHEREAS, the corporate authorities find and determine that the use of the Subject Property for a Medical Cannabis Dispensary that fills prescriptions for medical cannabis as allowed and permitted under State law is a permitted use as a drug store under the zoning that is applicable to the Subject Property;

WHEREAS, the corporate authorities find and determine that the use of the Subject Property is not located within 1,000 feet of the property line of a pre-existing public or private school preschool or elementary or secondary school or child day care center, or child day care home, a child group day care home or a part day child care facility;

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois 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: Approval of Notice of Proper Zoning Form.

The corporate authorities of the Village of Glenwood do hereby approve the completed Illinois Department of Financial and Professional Regulation "Notice of Proper Zoning Form" for the Subject Property that is attached as Exhibit A and authorize the Village President and/or the Village Administrator to execute the completed "Notice of Proper Zoning Form" that is attached a Exhibit A to this Resolution.

SECTION 4: Effective date.

This Resolution shall be effective immediately.

PASSED by roll call vote this 2nd day of September, 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 2nd day of September, 2014.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

IMPORTANT NOTICE: Completion of this form is necessary for consideration for licensure in connection with the Medical Cannabis Pilot Program Act, 410 ILCS 130 and 68 IAC 1290.	ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION NOTICE OF PROPER ZONING FORM	SUPPORTING DOCUMENT MEDICAL CANNABIS DISPENSARY
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TO BE COMPLETED BY APPLICANT

1. NAME OF ENTITY APPLYING FOR A DISPENSARY AUTHORIZATION		
2. STREET ADDRESS OF THE PROPOSED DISPENSARY LOCATION	3. DISTRICT	
4. CITY <i>Glenwood,</i>	5. COUNTY <i>Cook</i>	6. ZIP CODE <i>60425</i>

CHECK ALL THAT APPLY

There are no local zoning restrictions specific to a medical cannabis dispensary at the identified location.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The location of the proposed medical cannabis dispensary is in compliance with local zoning restrictions for medical cannabis dispensaries.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The proposed dispensary has duly filed a request to the appropriate local zoning authority to approve the specified location for a medical cannabis dispensary. If a zoning request was filed but has not been approved, the zoning determination is expected to be issued in approximately _____ DAYS <input type="checkbox"/> WEEKS <input type="checkbox"/> MONTHS <input type="checkbox"/> (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
The specified location is not in compliance with local zoning rules and cannot become compliant pursuant to current local zoning rules.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The proposed location is in compliance with Section 130(d) of the Act.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE LOCAL ZONING OFFICE

_____ Title of the Authorized Zoning Representative	_____ Name of the Local Jurisdiction
_____ Printed Name	_____ Telephone Number
_____ Signature / Date	
Subscribed and sworn to before me this _____ day of _____, 20_____.	
(SEAL)	_____ Notary Public

NOTE: Section 130(d) of the Medical Cannabis Pilot Program Act states in pertinent part:
 (d) A dispensing organization may not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, or part day child care facility. A registered dispensing organization may not be located in a house, apartment, condominium, or an area zoned for residential use.