

BOARD OF TRUSTEES MEETING
TUESDAY, September 1, 2020
7:00 P.M.
AGENDA NO. 2020-9-01

CALL TO ORDER BY

Mayor Ronald J. Gardiner

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK

Dion Lynch

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

TREASURER'S REPORT

Toleda Hart

1. Bills Payable Corporate in the amount of \$293,541.74, MFT \$716.60, Water Account \$30,222.31, TIF Halsted South \$23,518.08, Glenwoodie Golf Course \$41,877.20. TOTAL ALL FUNDS \$389,875.93.
2. Payroll as of the date August 28, 2020, Corporate in the amount of \$107,824.00, Glenwoodie in the amount of \$24,928.00, Sewer & Water \$15,053.00, Elected Positions \$5,833.00. OVERTIME: Police \$6,857.00 (\$1,839.00 of Police Overtime is reimbursable), Sewer & Water \$781.00, Public Works \$421.00. TOTAL PAYROLL \$161,697.00.

OPEN TO PUBLIC (regarding items on the agenda this evening)

COMMUNICATIONS

MAYOR'S OFFICE:

1. *Appointments*
2. *Plaza Update*

ATTORNEY'S REPORT

John Donahue

1. *Approval of an Amendment to the Redevelopment Agreement between the Tuffli Family Foundation and the Village of Glenwood and a Related Promissory Note and Mortgage.*
2. *Approval of a Modification of Mortgage for the property commonly known as 537 W. 195th Street.*
3. *Transfer of property at 149 W. Main.*

VILLAGE ADMINISTRATOR

Brian Mitchell

An Ordinance amending Section 106-167 of the Village of Glenwood's Code of Ordinances in order to revise the due date for Water Bills issued for the period from March 1, 2020 through August 31, 2020.

ENGINEER'S REPORT

David Shilling

DEPARTMENT REPORTS:

A. Finance
Report

Linda Brunette

B. Police
Report

Chief Derek Peddycord

C. Fire/Building
Report

Chief Kevin Welsh

Approval of Interior Demolition for the property located at 18411-18419 S. Halsted

D. Public Works
Report

E. Glenwoodie
Report

Phillip Robbins

NEW BUSINESS

OLD BUSINESS

BOARD MEETING AGENDA
September 1, 2020

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OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,

Ronald J. Gardiner (CW)

Ronald J. Gardiner
Village President

Posted and distributed 08/28/20

ACS FINANCIAL 08:40:13 Schedule of Bills by (Fnd/Dpt) VILLAGE OF GLENWOOD
08/27/2020 GL050S-V08.11 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 090120 COMMENT... BOARD MEETING 09/01/2020

DATA-JE-ID DATA COMMENT

W-09012020-120 BOARD MEETING 09/01/2020

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

Schedule of Bills by (Fnd/Dpt)
BY FUND AND DEPT (Apl Pln) A/P

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
BALANCE SHEET							
DELTA DENTAL PLAN OF ILL SEPTEMBER 2020 SEPTEMBER 2020 SEPTEMBER 2020	30.83 2,496.34 186.62 2,713.79	VOLUNTARY EMPLOYEE DED P VOLUNTARY EMPLOYEE DED P VOLUNTARY EMPLOYEE DED P *VENDOR TOTAL	01.000.2119 01.000.2119 01.000.2119	198528 198529 198530	1370821 1370819 1370820		P	120 00072 120 00070 120 00071
OTHER TAXES	2,713.79							
LUKE DOUGLAS INVESTMENT REFUND	775.00	REAL ESTATE TRANSFER TAX	01.088.8450	198536	08122020		P	120 00105
OTHER INCOME	775.00							
RASHEEDA SHANNON HICKORY BEND 08/01/2020	150.00	FACILITY RENT	01.089.8740	198559	08242020		P	120 00140
ADMINISTRATION	150.00							
ALL AMERICAN CHEMICAL CO HAND SANITIZER HAND SANITIZER	279.09 87.96 367.05	COVID 19 COVID 19 *VENDOR TOTAL	01.100.9342 01.100.9342	198463 198464	IN037030 IN037027		P	120 00013 120 00012
AUTUMN PAPER COMPANY COPY PAPER	565.50	OFFICE SUPPLIES	01.100.9111	198519	1022		P	120 00021
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020	4,950.91	GROUP INSURANCE AND HOSP	01.100.9160	198610	09012020		P	120 00022
COEO SOLUTIONS LLC JULY 2020	109.32	TELEPHONE	01.100.9120	198611	06212020		P	120 00039
HERITAGE TECHNOLOGY SOLU OCTOBER - DECEMBER 2020	2,758.35	COMPUTER-PROGRAMS & EQUI	01.100.9634	198585	216349		P	120 00090
HOMWOOD DISPOSAL SERVIC JULY 2020	51,482.05	HOMWOOD DISPOSAL	01.100.9888	198534	7076137		P	120 00093

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND ADMINISTRATION		*****						
LISA CLEMENS DAMAGE TO WHEELS-POTHOLE	750.00	LIABILITY INSURANCE	01.100.9171	198593	08252020		P	120 00103
MARTIN WHALEN OFFICE SOL MONTHLY CONTRACT	202.72	COMPUTER-PROGRAMS & EQUI	01.100.9634	198492	IN2448631		P	120 00106
PETERSON, JOHNSON & MURR TORY BRIDGEFORTH	408.50	LIABILITY INSURANCE	01.100.9171	198543	132062		P	120 00129
RWK IT SERVICES STORAGE SOLUTION	1,269.99	COMPUTER-PROGRAMS & EQUI	01.100.9634	198545	7421		P	120 00147
SHARK SHREDDING, INC. SHREDDING	30.00	OFFICE SUPPLIES	01.100.9111	198493	47264		P	120 00151
THE TIMES OF NW INDIANA MEMBERSHIP	732.00	DUES SUBSCRIPT. MEMBERSH	01.100.9140	198565	08182020		P	120 00164
VERIZON WIRELESS 387115072-00001 387115072-00001	156.82 72.02 228.84	TELEPHONE COMPUTER-PROGRAMS & EQUI *VENDOR TOTAL	01.100.9120 01.100.9634	198549 198549	9860715745 9860715745		P	120 00174 120 00176
PUBLIC WORKS	63,855.23	*****						
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020	4,649.63	GROUP INSURANCE AND HOSP	01.300.9160	198610	09012020		P	120 00023
CHICAGO TRIBUNE INTERSEC RECON	88.50	PRINTING AND ADVERTISING	01.300.9109	198501	023187691000		P	120 00036
COM ED 3323042023 463040027 9957046006 1924139007	104.39 83.94 26.69 22.38 237.40	MAINT - MUNICIPAL GROUND ENERGY STREET LIGHTING ENERGY STREET LIGHTING ENERGY STREET LIGHTING *VENDOR TOTAL	01.300.9441 01.300.9221 01.300.9221 01.300.9221	198495 198496 198502 198560	08132020A 08122020 08172020C 08182020		P	120 00048 120 00044 120 00055 120 00056
COMCAST 8771 40 050 0163276	118.35	UTILITIES	01.300.9180	198498	08082020		P	120 00061

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
PUBLIC WORKS								
ELMORE'S LAWN CARE SERVI WEEK OF 08/10/2020	2,086.54	LAWN CARE SERVICES	01.300.9021	198509 387			P	120 00078
EXPERT CHEMICAL & SUPPLY GLOVES/SPRAY	160.62	CLEANING SUPPLIES	01.300.9115	198510 853597			P	120 00081
OTIS ELEVATOR COMPANY 9/1/2020-9/30/2020	193.77	CONTRACT SERVICES	01.300.9020	198512 100400071836			P	120 00128
ROEDA SIGNS & SCREEN TEC SERVICE CALL EMC	110.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	198564 141079			P	120 00146
T & T MAINTENANCE AUGUST 2020	3,856.00	CONTRACT SERVICES	01.300.9020	198609 0020			P	120 00157
UNIFIRST CORPORATION MATS	92.57	CONTRACT SERVICES	01.300.9020	198567 160 0211171			P	120 00169
VERIZON WIRELESS 387115072-00001 387115072-00001	110.03 430.09 540.12	COMPUTER PROGRAMS & EQUI TELEPHONE *VENDOR TOTAL	01.300.9634 01.300.9120	198549 9860715745 198549 9860715745			P	120 00178 120 00179
	12,133.50							
PARKS								
COM ED 2049042008 1044645008 1629813011 1044646005	202.62 130.77 41.52 25.41 400.32	UTILITIES UTILITIES UTILITIES UTILITIES *VENDOR TOTAL	01.400.9180 01.400.9180 01.400.9180 01.400.9180	198494 08132020 198503 08142020 198507 08172020B 198561 08182020.			P	120 00046 120 00050 120 00054 120 00057
PORTABLE JOHN, INC. AROUJILLA PARK HICKORY GLEN PARK	208.85 208.85 417.70	MAINT - MUNICIPAL GROUND MAINT - MUNICIPAL GROUND *VENDOR TOTAL	01.400.9441 01.400.9441	198513 247001 198514 247002			P	120 00130 120 00131
SERVICE SANITATION, INC. TASTE OF GLENWOOD	265.00 1,083.02	MAINT - MUNICIPAL GROUND	01.400.9441	198548 7997409			P	120 00150

Schedule of Bills by (Fnd/Dpct)
By FUND AND DEPT (APL PLN) A/P

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
POLICE								
AL WARREN OIL CO. INC. FUEL	2,233.47	GAS AND OIL	01.500.9210	198572	W1332085		P	120 00011
AT&T MOBILITY 287283789881	187.33	TELEPHONE	01.500.9120	198518	287283789881X0		P	120 00018
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020 09/01/2020 - 10/01/2020	35,371.56 1,524.94 36,896.50	GROUP INSURANCE AND HOSP GROUP INSURANCE AND HOSP *VENDOR TOTAL	01.500.9160 01.500.9160	198610 198610	09012020 09012020		P	120 00025 120 00026
CENTER FOR EDUCATION ANNUAL PUBLIC LAW	254.95	DUES SUBSCRIPT. MEMBERSH	01.500.9140	198526	07298046		P	120 00035
CINTAS SUPPLIES	216.70	OFFICE SUPPLIES	01.500.9111	198521	5026280412		P	120 00038
COEO SOLUTIONS LLC JULY 2020	109.32	TELEPHONE	01.500.9120	198611	06212020		P	120 00040
COMCAST 8771 40 050 0038247	338.84	UTILITIES	01.500.9180	198520	08/09/2020		P	120 00060
DELTA SONIC CAR WASH JULY 2020	42.00	REPAIR & MAINTENANCE-VEH	01.500.9420	198527	10133270		P	120 00073
ILLINOIS PUBLIC RISK FUN OCTOBER 2020	19,011.00	WORKMENS COMP INSURANCE	01.500.9170	198491	60435		P	120 00095
JIFFY LUBE 2017 POLICE INTERCEPTOR	46.97	REPAIR & MAINTENANCE-VEH	01.500.9420	198487	19189388		P	120 00098
MARTIN WHALEN OFFICE SOL MONTHLY CONTRACT	231.67	COMPUTER-PROGRAMS & EQUI	01.500.9634	198492	IN2448631		P	120 00107
MONARCH AUTO SUPPLY INC. POLICE DEPT. UNIT 9 SQUAD 7	476.90 20.34 497.24	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.500.9420 01.500.9420	198488 198540	6981-501552 6981-501801		P	120 00118 120 00121
MUNICIPAL SYSTEMS, INC. JULY 2020 JULY 2020	541.67 230.00 771.67	MUNICIPAL SYSTEMS MUNICIPAL SYSTEMS *VENDOR TOTAL	01.500.9153 01.500.9153	198538 198539	19330 19331		P	120 00124 120 00125

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
POLICE								
O'REILLY AUTOMOTIVE, INC ANTIFREEZE	19.99	REPAIR & MAINTENANCE-VEH	01.500.9420	198489	4568-279046		P	120 00127
PTS 09/01/2020 - 09/30/2020	78.00	TELEPHONE	01.500.9120	198612	2051184		P	120 00132
R&R MAINTENANCE FIRE & F 2013 FORD INTERCEPTOR 2015 FORD INTERCEPTOR	420.00 300.00 720.00	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.500.9420 01.500.9420 01.500.9420	198490 198542	12394 12398		P	120 00134 120 00136
RAY & WALLY'S TOWING FORD EXPL. 16014	185.00	TOW FEE EXPENSE	01.500.9509	198544	44668		P	120 00141
SHARK SHREDDING, INC. SHREDDING	30.00	OFFICE SUPPLIES	01.500.9111	198493	47264		P	120 00152
U.S. BANK EQUIPMENT FINA COPIERS	627.05	REPAIR & MAINT. COPY MAC	01.500.9412	198566	421807637		P	120 00166
UDOS CAR WASH JULY 2020	40.00	REPAIR & MAINTENANCE-VEH	01.500.9420	198461	230		P	120 00168
UNIFIRST CORPORATION MATS	92.41	REPAIR/MAINT MUNICIPAL B	01.500.9430	198613	160 0211172		P	120 00170
VAN DRUNEN FORD CO. SQUAD 7	46.79	REPAIR & MAINTENANCE-VEH	01.500.9420	198541	30653		P	120 00172
VERIZON WIRELESS 387115072-00001 387115072-00001	81.15 144.04 225.19	TELEPHONE COMPUTER-PROGRAMS & EQUI *VENDOR TOTAL	01.500.9120 01.500.9634 01.500.9634	198549 198476 198549	9860715745 9860715745 9860715745		P	120 00173 120 00175
FIRE	62,902.09							
AIR ONE EQUIPMENT, INC CARRIDGE AND EQUIP. AIR TEST METER CALIBRATION AIR AND ELECTRIC	1,024.40 722.82 160.00 738.60 2,645.82	REPAIR/MAINT-GEN TOOLS/E REPAIR/MAINT-GEN TOOLS/E REPAIR/MAINT-GEN TOOLS/E REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.600.9425 01.600.9425 01.600.9425 01.600.9420 01.600.9420	198474 198475 198476 198602	159482 159394 159397 157956		P	120 00008 120 00006 120 00007 120 00005

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
FIRE								
AL WARREN OIL CO. INC. FUEL	686.62	GAS AND OIL	01.600.9210	198572	W1332085		P	120 00009
AMERICAN TEST CENTER ANNUAL INSPECTION T-21	1,694.00	REPAIR & MAINTENANCE-VEH	01.600.9420	198517	2201622		P	120 00014
AUTOZONE STORE 3554 STEERING WHEEL COVER	9.99	REPAIR & MAINTENANCE-VEH	01.600.9420	198603	3554470722		P	120 00020
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020	5,787.87	GROUP INSURANCE AND HOSP	01.600.9160	198610	09012020		P	120 00027
CHICAGO TRIBUNE PUBLIC HEARING LISTING	33.00	PLANNING AND ZONING	01.600.9106	198465	023206050000		P	120 00037
COEO SOLUTIONS LLC JULY 2020	109.32	TELEPHONE	01.600.9120	198611	06212020		P	120 00041
COMCAST 8771 40 050 0000981 8771 40 050 0025038	50.60 96.95 147.55	MAINTENANCE-STATION #2 MAINTENANCE-STATION #2 *VENDOR TOTAL	01.600.9432 01.600.9432	198466 198486	07282020. 08092020		P	120 00059 120 00062
ELMORE'S LAWN CARE SERVI MNTC. WEEK OF 8/10/2020 MNTC. WEEK 08/17/2020	150.00 600.00 750.00	GRASS CUT/BOARD UP GRASS CUT/BOARD UP *VENDOR TOTAL	01.600.9632 01.600.9632	198467 198550	08142020 08/20/2020		P	120 00077 120 00076
EMS DEPARTMENT UCHICAGO DRUG REPLACEMENT 7/9/20	13.92	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	198604	2020-805		P	120 00080
FEDDEX SHIPPING RETURN	52.73	POSTAGE	01.600.9114	198580	7-101-38184		P	120 00082
INGALLIS OCCUPATIONAL HEA LBX#27678	1,017.00	PHYSICALS	01.600.9186	198477	289970		P	120 00096
MENARDS RAZOR BLADE SCRAPER WEED WHIP LINE SUPPLIES	1.99 26.36 4.97 33.32	REPAIR & MAINTENANCE-VEH REPAIR/MAINT-GEN TOOLS/E REPAIR/MAINT-GEN TOOLS/E *VENDOR TOTAL	01.600.9420 01.600.9425 01.600.9425	198478 198479 198605	91572 91550 92098		P	120 00111 120 00110 120 00112

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
FIRE							
MINER ELECTRONICS CORP. REPAIR OF RADIO	560.00	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	198480 270353		P	120 00115
MONARCH AUTO SUPPLY INC. 2016 FORD E350	12.64	REPAIR & MAINTENANCE-VEH	01.600.9420	198470 6981-498689		P	120 00116
FIRE	53.94	REPAIR & MAINTENANCE-VEH	01.600.9420	198537 6981-501120		P	120 00117
FIRE ENGINE 20	300.59	REPAIR & MAINTENANCE-VEH	01.600.9420	198551 6981-501647		P	120 00119
FIRE ENGINE 20	17.98	REPAIR & MAINTENANCE-VEH	01.600.9420	198552 6981-501673		P	120 00120
AMBULANCE 20	254.79	REPAIR & MAINTENANCE-VEH	01.600.9420	198553 6981-501891		P	120 00122
	639.94	*VENDOR TOTAL					
MUNICIPAL SYSTEMS, INC. JULY 2020	233.00	BUILDING CODE HEARINGS	01.600.9105	198471 19329		P	120 00123
JULY 2020	300.00	BUILDING CODE HEARINGS	01.600.9105	198472 19332		P	120 00126
	533.00	*VENDOR TOTAL					
R&R MAINTENANCE FIRE & F 1997 FORD E-350	240.00	REPAIR & MAINTENANCE-VEH	01.600.9420	198554 12402		P	120 00137
2015 HME PUMPER DIESEL	1,280.00	REPAIR & MAINTENANCE-VEH	01.600.9420	198555 12397		P	120 00135
1997 FORD E-350	360.00	REPAIR & MAINTENANCE-VEH	01.600.9420	198556 12392		P	120 00133
2015 HME PUMPER DIESEL	240.00	REPAIR & MAINTENANCE-VEH	01.600.9420	198557 12406		P	120 00139
2004 HME LADDER TRUCK	400.00	REPAIR & MAINTENANCE-VEH	01.600.9420	198606 12404		P	120 00138
	2,520.00	*VENDOR TOTAL					
SIGTRONICS CORPORATION EAR JACKS	142.09	REPAIR & MAINTENANCE-VEH	01.600.9420	198481 134518		P	120 00153
STONY TIRE INC REPAIR TIRE HME #13	49.00	REPAIR & MAINTENANCE-VEH	01.600.9420	198608 1-157269		P	120 00154
T & T BUSINESS SYSTEMS I XM5163	37.58	COPY MACHINE	01.600.9604	198482 104524		P	120 00156
THE COP FIRE SHOP RANDY GLOVER	209.00	UNIFORMS	01.600.9200	198473 200786		P	120 00159
AIDO REYES	67.00	UNIFORMS	01.600.9200	198483 200937		P	120 00162
TONNIE SUTTON	67.00	UNIFORMS	01.600.9200	198484 200935		P	120 00161
ALEXANDRA VASQUEZ	67.00	UNIFORMS	01.600.9200	198485 200934		P	120 00160
ASHLEY TRUTH	67.00	UNIFORMS	01.600.9200	198558 200943		P	120 00163
	477.00	*VENDOR TOTAL					
VERIZON WIRELESS 387115072-00001	38.01	COMPUTER-PROGRAMS & EQUI	01.600.9634	198549 9860715745		P	120 00177
	17,977.76	*****					

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
SENIOR CENTER FUND		*****					
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020	769.53	GROUP INSURANCE AND HOSP	01.800.9160	198610 09012020		P	120 00028
	769.53	*****					
CORPORATE FUND	162,359.92	**TOTAL FUND**					
MOTOR FUEL TAX FUND		*****					
MOTOR FUEL TAX EXPENDITURES		*****					
GALLAGHER MATERIAL CORP N50 SURFACE	716.60	STREETS SIDEWALKS & ROAD	03.310.9460	198468 16213		P	120 00084
	716.60	*****					
MOTOR FUEL TAX FUND	716.60	**TOTAL FUND**					
WATER ACCOUNT		*****					
SEWER & WATER EXPENDITURES		*****					
AL WARREN OIL CO. INC. FUEL	657.44	GAS AND OIL	10.110.9210	198572 W1332085		P	120 00010
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020	10,097.75	GROUP INSURANCE AND HOSP	10.110.9160	198610 09012020		P	120 00024
C & M PIPE & SUPPLY CO. CAP PLUGS	173.00	PURCHASE-GENERAL TOOLS/E	10.110.9550	198500 14247		P	120 00034
COFO SOLUTIONS LLC JULY 2020	109.32	TELEPHONE	10.110.9120	198611 06212020		P	120 00042
COM ED 2133451002	24.06	UTILITIES	10.110.9180	198497 08132020B		P	120 00049
7059133039	64.42	UTILITIES	10.110.9180	198499 08172020		P	120 00053
0553143114	53.55	UTILITIES	10.110.9180	198504 08142020C		P	120 00052
	142.03	*VENDOR TOTAL					
CONSTELLATION NEW ENERGY 874148	1,720.66	ENERGY FOR PUMPING	10.110.9223	198505 07162020		P	120 00066

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****						
GOLF COURSE MAINTENANCE								
ARTHUR CIESEN INC. FERTILIZER	855.00 2,675.00	LANDSCAPING *VENDOR TOTAL	70.771.9435	198454	354552		P	120 00016
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020	6,091.06	GROUP INSURANCE AND HOSP	70.771.9160	198610	09012020		P	120 00029
BTSI MARKER PAINT FERTILIZER PK FIGHT 55 GALLON DRUM	111.23 925.00 472.00 1,508.23	COURSE/RANGE/SHOP SUPPLI FERTILIZER FERTILIZER *VENDOR TOTAL	70.771.9742 70.771.9741 70.771.9741	198455 198456 198457	641199 641171 352260		P	120 00033 P 120 00032 P 120 00031
CONSERV FS FUEL FUEL	328.31 537.80 866.11	GAS AND OIL GAS AND OIL *VENDOR TOTAL	70.771.9210 70.771.9210	198522 198523	105008532 105008531		P	120 00065 P 120 00064
ELMER & SONS LOCKSMITHS, REMOVE OLD TUMBLER	42.00	REPAIR/MAINT BUILDINGS	70.771.9430	198531	383439		P	120 00075
GALLAGHER MATERIAL CORP PROCESSED RAP	254.28	LANDSCAPING	70.771.9435	198532	15664		P	120 00083
GREAT LAKES TURF LLC KNIFE PLUS/PHYTE OFF	765.00	FERTILIZER	70.771.9741	198533	35598		P	120 00089
REINDERS, INC. BOOM MOTOR VALVE	739.07	REPAIR/MAINT-TURF EQUIPM	70.771.9425	198460	1844452-00		P	120 00142
SAFETY-KLEEN CORP SOLVENT	196.75	GAS AND OIL	70.771.9210	198547	83262248		P	120 00149
WELLS FARGO FINANCIAL AUGUST 2020	286.52	EQUIPMENT LEASE PAYMENTS	70.771.9838	198462	5011436052		P	120 00182
GENERAL & ADMINISTRATIVE	13,424.02							
ACUSHNET COMPANY GOLF BALLS GOLF BALLS	366.52 671.28	COGS-GOLF MERCHANDISE COGS-GOLF MERCHANDISE	70.773.9701 70.773.9701	198568 198569	909393227 909393331		P	120 00001 P 120 00002

Schedule of Bills by (Fnd/Dpt)
BY FUND AND DEPT (Apl Pln) A/P

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE GENERAL & ADMINISTRATIVE		*****						
ACUSHNET COMPANY APPAREL APPAREL	177.37 67.47 1,282.64	COGS-SPECIAL ORDERS COGS-SPECIAL ORDERS *VENDOR TOTAL	70.773.9707 70.773.9707	198570 198571	909450487 909450528		P	120 00003 120 00004
AT & T 081 256-6909 024 7	136.11	TELEPHONE	70.773.9120	198573	08182020		P	120 00017
AT&T MOBILITY 287283789881	77.13	TELEPHONE	70.773.9120	198518	287283789881X0		P	120 00019
BLUE CROSS BLUE SHIELD 09/01/2020 - 10/01/2020	2,122.94	GROUP INSURANCE AND HOSP	70.773.9160	198610	09012020		P	120 00030
COEO SOLUTIONS LLC JULY 2020	109.31	TELEPHONE	70.773.9120	198611	06212020		P	120 00043
COM ED 0465144003 3619096019	3,185.46 281.16 3,466.62	UTILITIES UTILITIES *VENDOR TOTAL	70.773.9180 70.773.9180	198575 198576	08202020 08122020		P	120 00058 120 00045
COMCAST 8771 40 050 0150208	669.33	UTILITIES	70.773.9180	198574	08092020		P	120 00063
J & M GOLF SUPPLIES	268.73	COGS-SPECIAL ORDERS	70.773.9707	198588	0599377-IN		P	120 00097
MENARDS SUPPLIES	98.13	COURSE/RANGE/SHOP SUPPLI	70.773.9742	198595	92289		P	120 00113
TAYLOR MADE GOLF COMPANY TM19 TM20	961.32	COGS-GOLF MERCHANDISE	70.773.9701	198599	34412195		P	120 00158
U.S. BANK EQUIPMENT FINA COPIERS	627.05	EQUIPMENT LEASE PAYMENTS	70.773.9838	198566	421807637		P	120 00167
VERIZON WIRELESS 387115072-00001 387115072-00001	36.01 84.80 120.81	COMPUTER-PROGRAMS & EQUI TELEPHONE *VENDOR TOTAL	70.773.9634 70.773.9120	198549 198549	9860715745 9860715745		P	120 00180 120 00181
	9,940.12							

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****						
FOOD AND BEVERAGE								
COZZINI BROS., INC. KNIFE SERVICE	24.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	198578	C8334658		P	120 00068
ECOLAB GASIS MULTI	443.03	CLEANING SERVICES	70.775.9115	198579	62569556001		P	120 00074
GORDON FOOD SERVICE DELIVERY 08/17/2020 DELIVERY 8/24/2020 DELIVERY 8/25/2020	1,006.82 1,243.76 287.86 2,538.44	COGS-FOOD COGS-FOOD COGS-FOOD *VENDOR TOTAL	70.775.9736 70.775.9736 70.775.9736	198581 198582 198583	204256571 204406147 769193975		P	120 00085 P 120 00086 P 120 00087
GREAT LAKES COCA-COLA DELIVERY 8/15/2020	844.88	COGS-NON-ALCOHOLIC BEV	70.775.9737	198584	10543200933		P	120 00088
HIGHLAND BAKING COMPANY DELIVERY 8/20/2020 DELIVERY 8/14/2020	108.51 98.46 206.97	COGS-FOOD COGS-FOOD *VENDOR TOTAL	70.775.9736 70.775.9736	198586 198587	0002336593 0002333367		P	120 00092 P 120 00091
LAKESHORE BEVERAGE DELIVERY 08/13/2020 DELIVERY 08/13/2020 DELIVERY 08/20/2020 DELIVERY 08/20/2020	220.16 583.72 609.01 227.58 1,640.47	COGS-ALCOHOLIC BEVERAGE COGS-ALCOHOLIC BEVERAGE COGS-ALCOHOLIC BEVERAGE COGS-ALCOHOLIC BEVERAGE *VENDOR TOTAL	70.775.9738 70.775.9738 70.775.9738 70.775.9738	198589 198590 198591 198592	154762 154761 165894 165895		P	120 00100 P 120 00099 P 120 00101 P 120 00102
MASTER DRAFT, LLC DRAFT SYSTEM 8/14/2020	130.00	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	198594	2519		P	120 00108
S & J INDUSTRIAL SUPPLY WORKTABLE	194.11	MISC-FOOD SUPPLIES	70.775.9739	198597	1176278-01		P	120 00148
SWING KING BE THE ONE DIGITAL GOLF RENTAL FEE	836.75	COMPUTER-PROGRAMS & EQUI	70.775.9634	198598	6925		P	120 00155
WILKENS FOODSERVICE, INC DELIVERY 8/20/2020 DELIVERY 8/13/2020	228.32 667.09 895.41	COGS-FOOD COGS-FOOD *VENDOR TOTAL	70.775.9736 70.775.9736	198600 198601	503245 502603A		P	120 00184 P 120 00183
GLENWOODIE GOLF COURSE	7,754.06 41,877.20	**TOTAL FUND**						

Schedule of Bills by (Fnd/Dpct)
By FUND AND DEPT (APL PLN) A/P

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN TIF HALSTED SOUTH		*****						
TIF HALSTED SOUTH							
COM ED 070888108 0708225049	724.99 170.09 895.08	TIF DISTRICT EXPENSES TIF DISTRICT EXPENSES *VENDOR TOTAL	73.730.9631 73.730.9631	198524 198525	08142020. 08132020.		P P	120 00051 120 00047
LOZICH MASONRY LLC 18441 HALSTED STREET	20,500.00	TIF DISTRICT EXPENSES	73.730.9631	198562	08242020		P	120 00104
ROBINSON ENGINEERING, LTD GLENWOOD PLAZA REDVLP.	2,123.00	ENGINEERING SERVICES	73.730.9685	198546	20080313		P	120 00143
TIF HALSTED SOUTH	23,518.08	*****						
AAAA	23,518.08	**TOTAL FUND**						
AAAA	258,694.11	*TOTAL APPROVAL PLAN						

ACS FINANCIAL
08/27/2020 08:40:13

Schedule of Bills by (Fnd/Dpt)
By FUND AND DEPT (A/P L/N) A/P

VILLAGE OF GLENWOOD
GL540R-V08.11 PAGE 14

VENDOR NAME
DESCRIPTION
REPORT TOTALS :

AMOUNT ACCOUNT NAME FUND & ACCOUNT CLAIM INVOICE PO# F/P ID LINE
258,694.11

RECORDS PRINTED - 000184

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	162,359.92
03	MOTOR FUEL TAX FUND	30,222.31
10	WATER ACCOUNT	41,877.20
70	GLENWOODIE GOLF COURSE	23,518.08
73	TIF HALSTED SOUTH	
TOTAL ALL FUNDS		258,694.11

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BLUE	CORPORATE	162,359.92
GREEN	WATER	30,222.31
LTBL	MOTOR FUEL TAX	41,877.20
RED	GLENWOODIE GOLF COURSE	23,518.08
TIFS	TIF HALSTED SOUTH	
TOTAL ALL BANKS		258,694.11

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

.....
.....
.....



U.S. BANK EQUIPMENT FINANCE
1310 MADRID STREET SUITE 101
MARSHALL, MN 56258-4002



INVOICE NUMBER 421586223

DUE DATE
09/09/2020

TOTAL DUE
\$848.74

000008457 01 SP 0.500 106481222254043 P
ACCOUNTS PAYABLE
GLENWOOD VILLAGE OF
13 S REBECCA ST
GLENWOOD, IL 60425-1619

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:

U.S. BANK EQUIPMENT FINANCE
P.O. BOX 790448
ST LOUIS, MO 63179-0448

790448 421586223 000084874



U.S. BANK EQUIPMENT FINANCE
1310 MADRID STREET SUITE 101
MARSHALL, MN 56258-4002
800-328-5371
EFCUSTOMERSUPPORT@USBANK.COM

DATE OF INVOICE 08/14/2020
INVOICE NUMBER 421586223
Customer Credit Account Number 1181514

DUE DATE
09/09/2020

TOTAL DUE
\$848.74

PAGE 1 OF 2

FOR ADDRESS CORRECTIONS AND INVOICE INQUIRIES, PLEASE CONTACT US AT 800-328-5371

MESSAGES

***** ACH WILL PULL THE INVOICED AMOUNT. PLEASE DO NOT SEND A CHECK. *****

CONTRACT NUMBER	DATE	DESCRIPTION	AMOUNT
GRP POOL 69880 POOL 1 BWC 500-0456249-000	08/09/2020 - 09/09/2020	CONTRACT PAYMENT GLENWOOD VILLAGE OF 13 S REBECCA ST GLENWOOD, IL 60425-1619 EQUIPMENT ID 82593 XEROX W78735PT2 COPIER SERIAL NUMBER MX0131472BLK CURRENT METER 246206 PREVIOUS METER 241573 CURRENT USAGE 4633 EQUIPMENT ID 82544 XEROX W78745PT2 COPIER SERIAL NUMBER MX4766077BLK CURRENT METER 329235 PREVIOUS METER 326384 CURRENT USAGE 2851 TOTAL CURRENT USAGE 7484 TOTAL ALLOWANCE 15000 *OVERAGE 0 @ 0.01060	848.74
COVERAGE POOL 2 CLRC	07/09/2020 - 08/09/2020	GLENWOOD VILLAGE OF 13 S REBECCA ST GLENWOOD, IL 60425-1619	



U.S. BANK EQUIPMENT FINANCE
 1310 MADRID STREET SUITE 101
 MARSHALL, MN 56258-4002
 800-328-5371
 EFCUSTOMERSUPPORT@USBANK.COM

DATE OF INVOICE 08/14/2020
 INVOICE NUMBER 421586223
 Customer Credit Account Number 1181514

DUE DATE
09/09/2020

TOTAL DUE
\$848.74

FOR ADDRESS CORRECTIONS AND INVOICE INQUIRIES, PLEASE CONTACT US AT 800-328-5371

CONTRACT NUMBER	DATE	DESCRIPTION	AMOUNT
500-0456249-000		EQUIPMENT ID 82593 XEROX W78735PT2 COPIERS-CPC SERIAL NUMBER MX0131472CLR CURRENT METER 46834 PREVIOUS METER 46290 CURRENT USAGE 544 EQUIPMENT ID 82544 XEROX W78745PT2 COPIERS-CPC SERIAL NUMBER MX4766077CLR CURRENT METER 146936 PREVIOUS METER 143995 CURRENT USAGE 2941 TOTAL CURRENT USAGE 3485 TOTAL ALLOWANCE 5000 *OVERAGE 0 @ 0.07830	
COVERAGE	07/09/2020 - 08/09/2020		

A LATE CHARGE WILL BE ASSESSED IF PAYMENT IS NOT RECEIVED BY DUE DATE. IF FOR ANY REASON YOUR CHECK IS RETURNED FOR NON-PAYMENT YOU WILL PAY US A \$30.00 FEE OR, IF LESS, THE MAXIMUM ALLOWED BY LAW OR THE CONTRACT.

FIFTH THIRD BANK

MD 1MOC2B - 3850 CINCINNATI, OH 45263

000551
000551



VILLAGE OF GLENWOOD
1 ASSELBORN WAY
GLENWOOD, IL 60425-1600



Please return this top portion with your check payable to:



FIFTH THIRD BANK, N. A.
P.O. BOX 630337
CINCINNATI, OH 45263-0337

COMMERCIAL LOAN STATEMENT

PAGE NUMBER 1
STATEMENT DATE July 31, 2020
CUSTOMER NUMBER 0900150210-00018
INVOICE NUMBER 2010300151
OFFICER 23162 - Timothy Woloszyn
ASSIGNMENT UNIT 23162

PAYMENT DUE DATE August 15, 2020
PRINCIPAL DUE 85,645.38
INTEREST DUE 11,497.72
ESCROW DUE 0.00
FEES DUE 0.00
TOTAL PAYMENT DUE 97,143.10

AMOUNT ENCLOSED \$ _____

⑆ 5 1 2 260 23 ⑆ 0900 ⑆ 50 2 ⑆ 0000 ⑆ 8 ⑆

FIFTH THIRD BANK

COMMERCIAL LOAN ACCOUNT NUMBER	INVOICE NUMBER	STATEMENT DATE	CURRENT PRINCIPAL BALANCE	CURRENT ESCROW BALANCE	CURRENT RATE	MATURITY DATE
0900150210-00018	2010300151	07/31/20	3,468,100.54	0.00	3.85000	09/15/23

TRANSACTION SUMMARY

DATE PROCESSED	EFFECTIVE DATE	DESCRIPTION	PRINCIPAL	INTEREST	ESCROW	FEES	TOTAL
07/15/20	07/15/20	Auto BillPayer PYMNT	0.00	11,401.91	0.00	0.00	11,401.91
07/15/20	07/15/20	Auto BillPayer PYMNT	85,741.19-	0.00	0.00	0.00	85,741.19-
<p>*Note* The above amount due will be deducted from your account by Auto BillPayer on the due date.</p>							
PREVIOUS PAYMENT DUE	PAYMENTS	CURRENT PRINCIPAL DUE	CURRENT INTEREST DUE	CURRENT ESCROW DUE	CURRENT FEES DUE	TOTAL PAYMENT DUE	
97,143.10	97,143.10	85,645.38	11,497.72	0.00	0.00	97,143.10	

If you have any questions about your commercial account, please contact your Commercial Loan officer.

ACCOUNT NUMBER
900 - 91234518
Refer to this number on all correspondence
CUSTOMER ID

BILLING STATEMENT

FIRST INSURANCE
FUNDING
A WINTRUST COMPANY

FIRST Insurance Funding
450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
Phone: (800) 837-2511 Fax: (800) 837-3709
www.firstinsurancefunding.com

NOTICE DATE
08/14/2020
INSTALLMENT DUE DATE
09/01/2020

Insured 00004950 1 MB .439 VILLAGE OF GLENWOOD ONE ASSELBORN WAY GLENWOOD, IL 60425

Previous Account Balance	\$	99,569.94
Payments/Adjustments	\$	(34,849.48)
Fees and Other Charges	\$	1,659.50
Current Account Balance	\$	66,379.96
Past Due Amount	\$	0.00
Current Installment Amount	\$	33,189.98
Total Amount Due	\$	33,189.98

Agent/Broker ASSURANCE AGENCY LTD
Phone: (847) 797-5700

Any Past Due Amount is due immediately.

Check your account online: Your username is "900-91234518".

As of the date of this notice, our records indicate that you are enrolled in ACH Debit.

- If you mail your payment please allow 7-10 days mailing time to ensure timely application of your payment.
- Failure to pay past due amounts and your current installment amount may result in cancellation of your insurance coverage.
- If you have any questions concerning your insurance coverage, or if changes to your policies are needed, please contact your agent or broker listed above.
- **DIRECT DEBIT** - If you are enrolled in Direct Debit, the Total Amount Due will be automatically deducted from your bank account on the Installment Due Date.
- You may pay online or by phone. Our contact information is listed at the top of this statement.
- **Overnight delivery payments ONLY may be sent to the address listed at the top of this statement. All other payments should be sent to the address listed on the Remittance Stub.**

Please visit our website to check your account, make a payment, change your address and view documents online!

www.firstinsurancefunding.com

Thank you for allowing us to be of service! We appreciate your business.

44607861

FIFCBILL0912

FIRST INSURANCE
FUNDING
A WINTRUST COMPANY

REMITTANCE STUB

Please detach and return this portion with your payment.

Please make checks payable and mail to:
FIRST Insurance Funding
PO Box 7000
Carol Stream, IL 60197-7000

Have you moved? Please check this box and print your new address on the back.

NOTICE DATE	08/14/2020
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ACCOUNT NUMBER	900 - 91234518
CURRENT INSTALLMENT DUE DATE:	09/01/2020
TOTAL AMOUNT DUE:	\$ 33,189.98
AMOUNT ENCLOSED:	\$ _____

Insured VILLAGE OF GLENWOOD ONE ASSELBORN WAY GLENWOOD, IL 60425



**

90000009123451800003318998

Schedule of Bills Recap
Board Meeting 09/01/2020

Corporate Schedule of Bills	\$ 162,359.92
Fifth Third Bank	\$ 97,143.10
First Insurance	\$ 33,189.98
US Bank	\$ 848.74
Total Bills Payable 09/01/2020	\$ 293,541.74

Fund	Disbursements
Corporate	\$ 293,541.74 ✓
Sewer & Water	\$ 30,222.31 ✓
Glenwoodie Golf Course	\$ 41,877.20
Motor Fuel	\$ 716.60
TIF Halsted South	\$ 23,518.08
Total All Funds	\$ 389,875.93

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

DATE _____

APPROVED BY :

**AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE TUFFLI
FAMILY FOUNDATION AND THE VILLAGE OF GLENWOOD AND A RELATED
PROMISSORY NOTE AND MORTGAGE**

WHEREAS, the Tuffli Family Foundation (Tuffli) purchased property from the Village identified by PINs 32-09-102-004-0000 and 32-09-102-005-0000 (the "Real Estate") pursuant to a Real Estate Contract and Redevelopment Agreement executed by the Village on November 5, 2013 which provided for a cash payment of \$400,000 and the giving of a forgivable note and mortgage to the Village in the principal amount of \$350,000;

WHEREAS, the purpose of the forgivable note and mortgage was to secure Tuffli's continued use of the Real Estate and its compliance with the terms of its redevelopment agreement with the Village following the transfer of the Real Estate to Tuffli;

WHEREAS, the note and mortgage was payable in 7 equal annual payments that are each required to be forgiven if the following conditions are satisfied with respect to the Real Estate as of the date the annual payment on the note and mortgage is due:

- A. Payment of all property tax bills issued for the Real Estate without making claim the Real Estate is exempt from property taxation.
- B. Tuffli's continuous ownership of the Real Estate and its lease to Baker Corp. ("Baker") for use by Baker Corp. for the support of its business operations.
- C. Employment of at least 10 full-time employees or full-time equivalent employees by Baker Corp. that are performing operations at the Real Estate.
- D. Maintenance of property insurance for the Real Estate naming Glenwood as a loss payee.

WHEREAS, by Village resolutions passed on May 3, 2016, December 6, 2016, July 17, 2017 and October 16, 2018, it was determined that Tuffli met all the requirements necessary under the Redevelopment Agreement for the forgiveness of the payments due on the Note in the years 2015, 2016, 2017 and 2018;

WHEREAS, following the forgiveness of the payment due on the Note for 2018, Tuffli's Lessee (Baker Corp), was acquired by United Rentals, Inc. ("United Rentals") in late 2018;

WHEREAS, United Rentals is the largest equipment rental company in the world serving construction and industrial customers, utilities, municipalities, homeowners and others. United rentals has over 19,000 employees with 1,164 locations in North America and 11 in Europe. It offers approximately 4,000 classes of equipment for rent and is a member of the S & P 500 Index;

WHEREAS, following its acquisition of Baker Corp, United Rentals moved Baker Corp into its Untied Rentals Fluid Solutions business which was operated on the Real Estate but ultimately consolidated that business with similar United Rentals business nearby and, as a result, admits that, it failed to meet the employment requirements necessary for the loan forgiveness under the Redevelopment Agreement;

WHEREAS, with the outbreak of the COVID-19 pandemic, Morrison Timing and Screw Company, a long time corporate citizen of the Village of Glenwood acquired a contract with the federal government and had an immediate need to rent additional space for the assembly and testing of COVID-19 testing equipment;

WHEREAS, with the assistance of the Village, Morrison rented the Real Estate from United Rentals in furtherance of its COVID-19 contract work from early 2020;

WHEREAS, after Morrison informed the Village that its sublease of the Real Estate was about to end and that it needed to find additional space to continue its COVID-19 contract work, the Village requested that United Rentals delay plans to reoccupy the Real Estate in 2020 and allow Morrison to extend its sublease of the Real Estate through the end of 2020;

WHEREAS, Morrison's sublease of the Real Estate from Untied Rentals was extended to the end of 2020;

WHEREAS, United Rentals has advised the Village its seeks to reoccupy the Real Estate for use as one of its General Rental sites which will employ 12 employees with an anticipated future expansion up to 18 employees;

WHEREAS, the Village has been informed that the lease between Tuffli and Untied Rentals (as successor to Baker Corp.) placed the burden of meeting the Note/mortgage forgiveness requirements and the payment of any amount that may be due under the Note/mortgage on United Rentals as successor to Baker Corp.

WHEREAS, as a result of its accommodation to Morrison, as requested by the Village, Untried Rentals has requested that the payment of the Note and its forgiveness terms be extended (with interest always accruing) in order to provide for future forgivable annual payments of \$58,313.36 beginning as of May 25, 2021, subsequent forgivable payment of \$58,313.36 due on May 25, 2022, May 25, 2023 and a final forgivable payment due on May 25, 2024 in the amount of \$14,562.49, pursuant to a revised Amortization and Payment Schedule attached hereto as Exhibit A.

WHEREAS, the Village finds that it is in its best interest to amend the Redevelopment Agreement and its Amortization and Payment Schedule for the forgivable Note to that attached hereto as Exhibit A.

NOW, THEREFORE, in return for the mutual promises and consideration contained herein, the Village of Glenwood, Tuffli and United Rentals herein agree to amend the Real Estate Contract and Redevelopment Agreement, and the related Note and Mortgage as set forth in this Amendment as follows:

SECTION 1: Recitals.

The foregoing recitals are true, a material part of this Amendment and are incorporated

herein as if they were fully set forth herein.

SECTION 2: Amendment to Section 4(B) of the Redevelopment Agreement.

Section 4(B) of the Real Estate Contract and Redevelopment Agreement between the Village and Tuffli, which was last executed by the Village on November 5, 2013 shall be amended and upon its amendment state in its entirety as follows:

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

1. All property tax bills that have been issued for the Real Estate prior to the date that the annual payment is due on the Note and Mortgage have been made. No claim may be made that the Real Estate is exempt from property taxation.
2. The Real Estate is continuously owned by Purchaser and leased to United Rentals (as successor to Baker Corp.) for the one year period prior to the date that an annual payment is due on the Note and Mortgage.
3. Prior to the payment due on May 25, 2021 pursuant to the amended Amortization and Payment Schedule, United Rentals must have reoccupied the property for use as one of its General Rental sites employing at least 10 full-time employees or full-time equivalent employees. Tuffli/United Rentals shall provide a certification signed and notarized by a senior management employee having direct authority over the operations on the Real Estate by United Rentals stating that at least 10 full-time employees or full-time equivalent employees are employed working within the Real Estate. The Village, at its sole cost, may hire outside auditors of its choosing to review payroll documentation as reasonably requested by the auditors to prepare a report to the Village as to whether this requirement has been met. The failure to cooperate with the requests of the Village's auditors shall preclude any forgiveness of the payment due.
4. Prior to the payments due on May 25, 2022, May 25, 2022, May 25, 2023 and May 25, 2024 pursuant to the amended Amortization and Payment Schedule, United Rentals must have utilized the Real Estate as one of its General Rental sites employing at least 10 full-time employees or full-time equivalent employees for the entire one year (365 day) period prior to the date the payment is due. Tuffli/United Rentals shall provide a certification signed and notarized by a senior management employee having direct authority over the operations on the Real Estate stating that at least 10 full-time employees or full-time equivalent employees were employed working within the Real

Estate for the entire one year (365 day) period prior to the due date of the payment for which forgiveness is sought. The Village, at its sole cost, may hire outside auditors of its choosing to review payroll documentation as reasonably requested by the auditors to prepare a report to the Village as to whether this requirements of this paragraph has been met. The failure to cooperate with the requests of the Village's auditors shall preclude any forgiveness of the payment due.

5. Until full payment or satisfaction of the Note is received by the Village of Glenwood, Purchaser shall provide continuing proof of property insurance for the Real Estate in an amount that shall not be less than \$750,000.00 naming the Village of Glenwood as a loss payee.

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

SECTION 3: Modification of the Promissory Note.

The Promissory Note (the "Note") executed by the Tuffli Family Foundation in favor of the Village of Glenwood dated May 23, 2014 in the amount of \$350,000.00 shall be amended by replacing the Amortization and Payment Schedule attached as Exhibit 1 to the Note with the Amortization and Payment Schedule attached as Exhibit A to this Amendment.

SECTION 4: Modification of the Mortgage. The Mortgage dated May 23, 2014 given by the Tuffli Family Foundation to the Village of Glenwood to secure the payments that become due under the Note which was recorded with the Cook County Recorder of Deeds as document # 1414946040 on May 29, 2014 (the "Mortgage") shall be amended by replacing the Amortization and Payment Schedule attached as part of the Note which is attached Exhibit 2 to the Mortgage

with the Amortization and Payment Schedule attached as Exhibit A to this Amendment. The Village and Tuffli shall execute a Modification of the Mortgage and the Village shall record same with the Cook County Recorder of Deeds.

SECTION 5: Continuing Effect. Except as modified herein by this Amendment, all the portions the Real Estate Contract and Redevelopment Agreement, the Note, and the Mortgage that have not been amended shall continue to be in full force and effect.

SECTION 6: Entire Agreement. This Amendment 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.

SECTION 7: Illinois Law. This Amendment shall be construed its accordance with the laws of the State of Illinois.

SECTION 8: Interpretations. This Amendment 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.

SECTION 9: Execution. All the parties to this Agreement represent that they are authorized to enter into this agreement. This Agreement may be executed in counterparts by the Parties.

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

[Signature Blocks are on the next page]

<p>Village of Glenwood One Asselborn Way Glenwood, IL. 60425</p> <p>By: _____ Ronald Gardiner Village President</p> <p>ATTEST</p> <p>_____</p> <p>Dion Lynch Village Clerk Glenwood</p> <p>Date: _____</p>	<p>Tuffli Family Foundation 2780 Skypark Drive, suite 410 Torrance, California 90505</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
	<p>United Rentals, Inc., Lessee, as successor to Baker Corp.</p> <p>_____</p> <p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2020.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2020.

Notary Public

EXHIBIT A TO AMENDMENT
(Revised Amortization and Payment Schedule)

REVISED AMORTIZATION AND PAYMENT SCHEDULE

Mortgagor: Tuffli Company, Inc.
Lessee United Rentals, as successor to Baker Corp.
Lender: Village of Glenwood
Amount Borrowed: \$350,000.00 U.S.
Annual Interest rate 4.00%

Payment due date	Total Payment due	Interest portion	Principal portion	Principal Due after payment
5/25/2015	\$58,313.36	\$14,000.00	\$44,313.36	\$305,687
5/25/2016	\$58,313.36	\$12,227.47	\$46,085.90	\$259,601
5/25/2017	\$58,313.36	\$10,384.03	\$47,929.33	\$211,671
5/25/2018	\$58,313.36	\$8,466.86	\$49,846.51	\$161,825
5/25/2019	\$0.00	\$0.00	\$0.00	\$161,825
5/25/2020	\$0.00	\$0.00	\$0.00	\$161,825
5/25/2021	\$58,313.36	\$19,418.99	\$38,894.38	\$122,931
5/25/2022	\$58,313.36	\$4,917.22	\$53,396.14	\$69,534
5/25/2023	\$58,313.36	\$2,781.38	\$55,531.98	\$14,002
5/25/2024	\$14,562.49	\$560.10	\$14,002.39	\$0
Totals	\$422,756.03	\$72,756.03	\$350,000.00	

DATE: August 20, 2020
TO: Mayor and Board of Trustees
FROM: Chief Welsh
SUBJECT: Tuffli Corp. / United Rental Mortgage Forgiveness

The building reference above is the former Baker Pump Corporation location at 537 195th Street in the Industrial Park. The property is owned by Tuffli Corporation who did the original rehabilitation of the interior once we finished with the shell of the building. The original RDA required a tenant to continue to occupy the property and pay the RE Taxes, meeting certain criteria of operation to qualify for the mortgage forgiveness.

The Village of Glenwood held back a first mortgage on the property to assure that after our investment in the property it would continue to be a tax generating employment hub for years to come. Baker was then sold to United Rental as a wholly owned subsidiary and they eventually merged operations into their Ford Heights location and did not meet the employment qualification for two years. We did not credit the mortgage forgiveness for these two years.

This past April Morrison Container Handling Solutions came to me with a need for immediate space to complete a federal contract dealing with manufacturing machinery for COVID testing. I immediately reached out to Tuffli and we were able to place Morrison in the building on a short-term lease with UR. Morrison has had their federal contract extended and needs more time on their lease. I went back and assisted negotiating this extension until the end of the year (2020). The difficulty here is that UR has determined that they need the building now and were on track to re-open it as their Midwest Repair Center for all things UR. This was to start October 1, 2020. After explain the immediate need of one of our long time industrial businesses they agreed to extend the lease, but working together so that UR can start their renovations in preparation for their full occupancy on January 1, 2021.

I am currently working with Morrison Container Handling Solutions on an addition to their main building that will allow them to stay in Glenwood for years to come. They need a nearly 65,000 square foot addition!

It is the recommendation from Staff that you extend the mortgage forgiveness to the Tuffli Company utilizing the schedule of forgiveness that Attorney Donahue has prepared which includes interest payment to the Village that ostensibly extends the forgiveness two years as long as they live up to all of the original requirements in the RDA during the extension.

Prepared by and after
recording return to:

John F. Donahue
Donahue & Rose P.C.
9501 W. Devon, Suite 702
Rosemont, Il. 60018

MODIFICATION OF MORTGAGE

The Mortgage dated May 23, 2014 given by the Tuffli Family Foundation to the Village of Glenwood to secure the payments that may become due to the Village of Glenwood which was recorded with the Cook County Recorder of Deeds as document # 1414946040 on May 29, 2014 (the "Mortgage") shall be amended by replacing the Amortization and Payment Schedule attached as part of the Note which is attached Exhibit 2 to the Mortgage with the Amortization and Payment Schedule attached hereto as Exhibit A. The property that is the subject of this Modification is situated in the County of Cook in the State of Illinois, and legally described as follows to wit:

LOTS 1 AND 2 IN GLENWOOD INDUSTRIAL PARK UNIT NO. 1 A SUBDIVISION OF PART OF THE SOUTH 381.65 FEET OF THE NORTHEAST 1/4 AND PART OF THE SOUTH 381.65 FEET OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 537 W. 195th Street, Glenwood, Illinois 60425

P.I.N. # 32-09-102-004-0000 and 32-09-102-005-0000

All the other terms of the Mortgage that are not modified shall remain in full force and effect.

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

[Signature blocks are on the next page]

<p>Village of Glenwood One Asselborn Way Glenwood, IL. 60425</p> <p>By: _____ Ronald Gardiner Village President</p> <p>ATTEST</p> <p>_____</p> <p>Dion Lynch Village Clerk, Glenwood</p> <p>Date: _____</p>		<p>Tuffli Family Foundation 2780 Skypark Drive, suite 410 Torrance, California 90505</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
--	--	---

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal and sworn to before me this ____th day of _____, 2020.

Notary Public

**EXHIBIT A TO MODIFICATION OF MORTGAGE
(Revised Amortization and Payment Schedule)**

REVISED AMORTIZATION AND PAYMENT SCHEDULE

Mortgagor:	Tuffli Company, Inc.
Lessee	United Rentals, as successor to Baker Corp.
Lender:	Village of Glenwood
Amount Borrowed:	\$350,000.00 U.S.
Annual Interest rate	4.00%

Payment due date	Total Payment due	Interest portion	Principal portion	Principal Due after payment
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5/25/2024	\$14,562.49	\$560.10	\$14,002.39	\$0
Totals	\$422,756.03	\$72,756.03	\$350,000.00	

REAL ESTATE SALE CONTRACT AND REDEVELOPMENT AGREEMENT

1. **Purchaser/Price/Property.** Tuffli Family Foundation a California corporation authorized to do business in the State of Illinois, ("Tuffli" or "Purchaser") agrees to purchase at a price of \$750,000.00 (Seven Hundred Fifty Thousand Dollars) on the terms set forth herein the real estate legally described in Exhibit A (the "Real Estate").

2. **Sellers/deed.** The Village of Glenwood, an Illinois municipal corporation ("Village" or "Sellers") agrees to sell the Real Estate identified in Exhibit A at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser, or Purchaser's nominee, title thereto by a recordable warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2013 (payable in 2014) which are not yet due and payable at closing; and (d) general taxes for the year 2014 and subsequent years.

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

4. **Payment and Mortgage.**

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

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

1. All property tax bills that have been issued for the Real Estate prior to the date that the annual payment is due on the Note and Mortgage have been made. No claim may be made that the Real Estate is exempt from property taxation.

2. The Real Estate is continuously owned by Purchaser and leased to Baker Corp. ("Baker") for the one year period prior to the date that an annual payment is due on the Note and Mortgage and used by Baker Corp. for the support of its business operations for the manufacturing and/or assembly of tanks, containers, pumps, filtration systems, trench shoring equipment and/or any equipment, parts or materials related to such tanks, containers, pumps, filtration systems, or trench shoring equipment.
3. Employment of at least 10 full-time employees or full-time equivalent employees by Baker Corp. that are performing operations at the Real Estate during the entire previous calendar year. Purchaser's lease to Baker shall provide that, upon request by the Village, Baker shall allow the Village to review payroll documentation reasonably requested by the Village for the purpose of determining whether this requirement has been met.
4. Until full payment of the Note is received by the Village of Glenwood, Purchaser shall provide continuing proof of property insurance for the Real Estate in an amount that shall not be less than \$750,000.00 naming the Village of Glenwood as a loss payee.

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

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

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

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

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

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

5. Closing/Village improvements. The closing shall occur not more than 30 days after all the Demolition Work, Fire Sprinkler System Work, Metal Wall Cladding & Dryvit System Work (excluding any alternates) and Roofing Replacement Work (excluding any alternates) as itemized in Group Exhibit C has been completed by and at the expense of the Village. The above work shall be completed no later than 120 days after the Village acquires title to the Real Estate and such additional number of days during which work could not be performed as a result of adverse weather conditions. In addition to the above referenced categories of work, the Village shall at its expense also perform the Parking Lot Paving Work which is also itemized in Group Exhibit C. As the Parking Lot Paving Work is dependent upon the weather and the availability of asphalt, the closing shall not be delayed in the event the Parking Lot Paving Work is not completed prior to closing. In the event, the Parking Lot Paving Work is not completed prior to closing, the Village shall perform the Parking Lot Paving Work after closing, at the Village's expense, within a reasonable time after closing taking into account the weather and the availability of materials. Notwithstanding the foregoing, Purchaser shall have the right to terminate this contract if the closing has not occurred, through no fault of the Purchaser by October 1, 2014. Closing shall take place at the office of the Title Company and shall be contingent upon the completion of each of the following:

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

than \$750,000.00 naming the Village of Glenwood as a loss payee on the policy.

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

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

- (i) A Warranty Deed, meeting the requirements of this Agreement transferring the real estate to the Purchaser;
- (ii) An ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate;
- (iii) An Affidavit of Title signed by the Seller of the Real Estate in the form attached as Exhibit D with such revisions being made to address the payment of any outstanding amounts due the contractor or claimed by the contractor as of the day of closing.
- (iv) A Bill of Sale for all improvements and fixtures located on the Real Estate, if any, in the customary form.
- (v) All documents necessary to release any mortgages, or liens in the property, if any, other than the Mortgage given by Purchaser at closing.
- (vi) Waivers of lien for the improvements described in Group Exhibit C or other evidence that the Village is withholding satisfactory funds to pay outstanding amounts not yet due or payable to the contractor at closing or the Village's agreement to indemnify the Purchaser/Title Company for any such unpaid contractor claims.
- (vii) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise

reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a Seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

- (viii) An assignment of the all warranties for the work itemized in Group Exhibit C

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

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

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

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

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

By Sellers:

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

By Purchaser:

- (a) Preparation of the documents required of the Purchasers
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) The cost of the title insurance policy for the Mortgage.
- (f) Any other closing costs charged to the Purchaser that are not otherwise allocated pursuant to this Section.

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

12. Survey. Seller, at its own expense, shall furnish Purchaser, not less than 15 days prior to the expiration of the Feasibility Period: (1) a current plat of survey that is not more than 6 months old for the real estate certified by the surveyor as having been made, in compliance with Illinois Land Survey Standards; or (2) a survey and an affidavit of no changes that is otherwise acceptable to the Title Company for the issuance of extended coverage.

13. Title commitment. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 15 days prior to the expiration of the Feasibility Period, a survey and a title commitment for an owner's title insurance policy issued by the Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the then current owner of the Real Estate subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above in Section 2, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Sellers shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

14. Survey defects. If the title commitment or plat of survey discloses either unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser (herein referred to as "survey defects"), Purchaser shall notify Seller in writing within the Feasibility Period. Seller shall then have 30 days from the date of delivery thereof to have the

exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the Feasibility Period shall be extended 45 days from the date of delivery of Purchasers notice to Seller that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser. If Seller fails to have the unpermitted exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within 30 days from the date of delivery of Purchasers notice to Sellers that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, Purchaser may, during the then extended Feasibility Period, terminate this Agreement. If Purchaser elects to give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, this Agreement shall become null and void without further action of the parties. Or, if Purchaser does not give written notice to terminate this Agreement during the Feasibility Period or any extended Feasibility Period, then Purchaser shall take title to the Real Estate as is at closing and accept any unpermitted exceptions disclosed on the title commitment and all survey defects and waive any and all objections that it may have to any such unpermitted exceptions or survey defects.

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

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

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

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

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

17. Purchaser's due diligence period and right to cancel. Purchaser shall have until 4:30 p.m., Central Time on December 2, 2013 to evaluate the Real Estate and determine whether it is satisfactory for Purchaser's intended uses and needs ("Feasibility Period"). During the

Feasibility Period, Purchaser and its agents and contractors shall have the right to inspect the Real Estate and all conditions affecting the Real Estate and to determine, in its sole discretion, that the physical and environmental condition, as well as all other circumstances relevant to the Real Estate, including but not limited to any unpermitted exceptions as disclosed in the title Commitment or any defects as disclosed in the survey, are satisfactory to Purchaser in all respects.

From and after the date of this Agreement through the expiration of the Feasibility Period, Purchasers and Purchaser's Representatives, pursuant to the Seller's contract to acquire the Real Estate from its current owner shall have, upon reasonable advance notice, access to and entry upon the Real Estate and any improvements located thereon for any lawful purpose, including without limitation, site analysis, test borings, engineering studies, environmental evaluations and appraisals. Purchaser shall be responsible for all the costs of its inspections of the Real Estate. Purchaser shall restore any damage to the Real Estate caused by Purchaser or Purchaser's Representatives. Purchaser shall notify JULIE for a location of utility facilities in advance of any excavation/boring. Purchaser shall indemnify and hold Seller and the current owners and their respective officers, directors, shareholders, personal representatives, trustees, agents and employees harmless from and against any and all claims, loss, cost, expense, liability and damage (including reasonable attorneys' fees and litigation expenses) arising out of or caused by the actions of Purchaser or Purchaser's Representatives with respect to Purchaser's inspections of the Real Estate.

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

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

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

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

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

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

22. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Purchaser approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

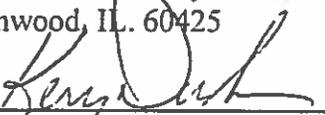
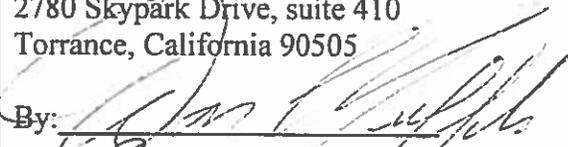
23. **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full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

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

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

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

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

SELLER Village of Glenwood One Asselborn Way Glenwood, IL. 60425 By:  Kerry Durkin Village President Date: <u>10-5-13</u>	PURCHASER Tuffli Family Foundation 2780 Skypark Drive, suite 410 Torrance, California 90505 By:  Its: <u>PRES</u> Date: <u>10/22/13</u>
SELLER ATTEST  Ernestine Dobbins Village Clerk Glenwood	

ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 22, 2013 before me, Irena V. Nikolova, Notary Public personally appeared

Don L Tuffli, who proved to me on the basis of satisfactory evidence to be the person(s)

whose name(s) is are subscribed to the within instrument and acknowledged to me that

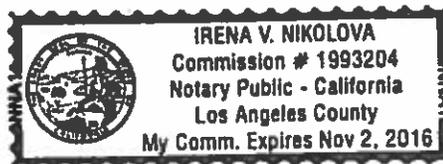
he/she/they executed the same in his/her/their authorized capacity(ies), and that by

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which

the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under

the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand & official seal.



Signature Irena Nikolova

(Seal)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Description of Attached Document

Title or Type of Document: Real Estate Sale Contract and Development Agreement

Document Date: 10/22/2013

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s):
 - Partner - Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal
and sworn to before me this _____th day
of _____, 2013.

Notary Public

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

Lots 1 and 2 in Glenwood Industrial Park Unit No. 1, a subdivision of part of the South 381.65 feet of the Northeast ¼ and part of the South 381.65 feet of the Northwest ¼ of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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

Common Address: 537 W. 195th St., Glenwood, Illinois 60425

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

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

MORTGAGE

Dated: _____, 2013

THIS INDENTURE WITNESSETH:

That the undersigned mortgagor, **Tuffli Family Foundation** ("Mortgagor"), a California Corporation located at 2780 Skypark Drive, Suite 410, Torrance, California 90505 does hereby mortgage and warrant to the Village of Glenwood, a municipal corporation under the Constitution and laws of the State of Illinois of One Asselborn Way, Glenwood, Cook County, Illinois, 60425, ("Mortgagee"), the following described Real Estate as set forth in Exhibit 1 (hereinafter "Property," "Real Estate," or "Premises"), situated in Cook County, Illinois:

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

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

This Mortgage is given by **Tuffli Family Foundation** ("Mortgagor") to the Village of Glenwood ("Mortgagee") to secure (a) the payment of a certain indebtedness from Mortgagor to Mortgagee evidenced by a Note made by Mortgagor in favor of Mortgagee bearing even date herewith in the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00), that is payable as provided in the Note, and on any additional advances made by Mortgagee to Mortgagor or Mortgagor's successors; (b) the performance of the other agreements in the Note, which note is hereby incorporated herein and made a part hereof; and (c) any future advances as herein provided, and to secure the performance of Mortgagor's covenants and agreements contained in this Mortgage. A copy of the Note is attached hereto as Exhibit 2.

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

Mortgagor Covenants as Follows:

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

(B) To keep the improvements now or hereafter on the Premises insured against damage by fire, windstorm, and such other hazards or liability as Mortgagee may require to be insured against, until the indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, for the full and insurable value thereof, in such companies and in such form as shall be satisfactory to Mortgagee; and in case of loss under the policies, Mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims under them, and Mortgagor agrees to sign, on demand, all receipts, vouchers, releases, checks, and drafts required of Mortgagor to be signed by insurance companies. Mortgagee shall be named as a loss payee on the Mortgagor's property insurance. Mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness hereby secured, to a restoration of the Property, or to the discharge of any obligation insured against, but payments shall continue to be made by Mortgagor when due until the indebtedness is paid in full. Mortgagor hereby appoints any officer of Mortgagee as Mortgagor's attorney in fact to receipt for and endorse in the name of Mortgagor or Mortgagor's successor in title all checks and drafts received in payment of any casualty loss;

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

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

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

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

(G) Not to suffer or permit, without the prior written permission of Mortgagee, (1) any use of the Property for any purpose other than that for which it is now used, (2) any alterations, additions, demolition, removal, or sale of any improvements, apparatus, appurtenances, fixtures, or equipment now or hereafter on the Property, (3) a purchase on conditional sale, lease, or agreements under which title is reserved in the vendor, of any apparatus, fixtures, or equipment to be placed in or on any buildings or improvements on the Property;

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

(I) To appear in and defend any proceeding that in the opinion of Mortgagee affects its security under this mortgage, and to pay all costs, expenses, and attorney fees incurred or paid by mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage;

(J) That Mortgagor will not convey or cause to be conveyed Mortgagor's equity of redemption in and to the Real Estate above described, without the prior written consent of Mortgagee;

(K) that whenever Mortgagor fails to procure and deliver to Mortgagee a renewal insurance policy to protect against the hazards enumerated above not less than 60 days before the expiration date of the policy, Mortgagee is authorized to procure the renewal policy of insurance and the premium 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: Tuffli Family Foundation

By: _____

[insert printed name]

Its: _____

Date: _____

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

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

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

Common Address: 537 W. 195th St., Glenwood, Illinois 60425

EXHIBIT 2 TO MORTGAGE
(Promissory Note)

PROMISSORY NOTE

Not to exceed \$350,000.00

Glenwood, Illinois

_____, 2013

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

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

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

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

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

Tuffli Family Foundation

By: _____

_____ [insert printed name]

Its: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and official seal
and sworn to before me this _____th day
of _____, 2013.

Notary Public

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

AMORTIZATION AND PAYMENT SCHEDULE

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

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

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

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

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



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

September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Demolition

Scope of Work:

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

Total price \$ 106,600

Exclusion:

Performance bond and all municipal permits.

Payment Terms:

\$10,000 due at execution of contract.

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

Respectfully submitted,

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



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

September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Fire Sprinkler System

Scope of Work:

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

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

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

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

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

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

Total amount of \$ 120,200

Exclusions:

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

Electrical wiring.

Painting or priming of piping or supports.

Standpipe system or other hose equipment.

Adequate heat in all areas containing sprinkler piping.

Fire extinguishers or fire extinguisher cabinets.

Seismic bracing.

Fire alarm system.

Permits and plan review fees in excess of \$200

Performance bond

Cook County, State of Illinois or Village of Glenwood Permit

Payment Terms:

\$15,000 due at execution of contract.

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

Respectfully submitted,



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



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

September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Metal Wall Cladding & Dryvit System

Scope of Work:

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

Total price \$ 302,820

Alternate:

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

Exclusion:

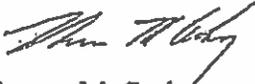
Performance bond and all municipal permits.

Payment Terms:

\$30,000 due at execution of contract.

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

Respectfully submitted,



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



9861 WEST 151ST STREET • ORLAND PARK, IL 60462-3198 • TELEPHONE (708) 349.1575 • FACSIMILE (708) 349.0426

September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Roofing Replacement

Scope of Work:

Demolition – Remove roof top equipment and haul off site.

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

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

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

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

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

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

Total Price of: \$277,295

Alternates:

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

Exclusion:

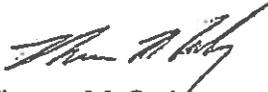
Performance bond and all municipal permits.

Payment Terms:

\$20,000 due at execution of contract.

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

Respectfully submitted,



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



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

September 9, 2013

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

Attn: Mr. Kevin Welsh Sr.

Construction Project: Former Argo Gymnastics & Chicagoland Paint Ball Building

Category: Paving of Parking Lot

Scope of Work:

Parking Lot Asphalt Patching

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

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

West Lot Sidewalk Removal & Installation of New Asphalt

Area Approximately 689 sq. ft.

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

West Lot Concrete Slab Removal & Installation of New Asphalt

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

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

Excavation of Landscaped Areas & Installation of New Asphalt

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

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

East Side Concrete Slab Removal & Installation of New Asphalt

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

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

East Side Gravel Removal & Installation of New Asphalt

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

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

Installation of (2) Two New Asphalt Ramps

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

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

Concrete Wheel Stop Removal and Replacement

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

Sealcoat & Crack Fill Entire Parking Lot

Area Approx 47,775 SF

Installation of sealcoat applied with Squeegee & Broom in two applications

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

Total price \$ 108,100

Exclusion:

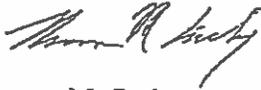
Performance bond and all municipal permits.

Payment Terms:

\$10,000 due at execution of contract.

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

Respectfully submitted,



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

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

AFFIDAVIT OF TITLE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

[LEGAL TO BE INSERTED WHEN KNOWN]

PIN#: _____

2. Seller is over 18 years of age and under no legal disability.
3. This Affidavit is made by Seller in connection with the sale of the Property to the Tuffli Family Foundation hereinafter referred to as Buyers and is given to induce the Buyers to make or complete the purchase of the Property.
4. No labor, services, or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for, and Seller has no debts, outstanding contracts, or liabilities that could give rise to or result in a lien or a claim of lien against the Village under the Illinois Mechanic Lien Act, except for: _____

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

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

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

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

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

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

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

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

Dated: _____, 2013.

SELLER

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2013.

Notary Public

DATE: August 26, 2020
TO: Mayor and Board of Trustees
FROM: Chief Welsh
SUBJECT: 149 W. Main Street

As directed, I met with Ms. Salazar to negotiate the sale of the two empty lots and the ROW surrounding her home. I explained that the Board of Trustees did not accept her offer of \$7500. I offered \$10,000 with the Village paying the fees for the ROW transfer. I also explained that she could keep the payment to the Village at \$7500 but accept the expense of "up to" \$2500 for the engineering work.

After much discussion she offered to split the difference on the total price and pay the Village \$8750 for the land in total with the Village completing the engineering work.

It is the recommendation of Staff that the Board of Trustees authorize the Mayor, Attorney and Clerk to complete the necessary documents to complete this transaction.

REAL ESTATE SALE CONTRACT

1. **Purchaser/Price/Property.** [REDACTED] ("Purchaser") agrees to purchase at a price of \$ [REDACTED] ([REDACTED]) on the terms set forth herein the Real Estate legally described below:

Parcel 1:

THE EAST 3 FEET OF LOT 4 AND THE WEST 30 FEET OF LOT 5 (EXCEPT THE NORTH 8 FEET THEREOF) IN BLOCK 2 IN JOB CAMPBELL'S 1ST ADDITION TO GLENWOOD, IN SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 32-03-314-011-0000

COMMON ADDRESS: 155 W. Main St., Glenwood, Il. 60425

Parcel 2:

THE EAST 40 FEET OF LOT 5 (EXCEPT THE NORTH 8 FEET THEREOF) IN BLOCK 2 IN CAMPBELL'S FIRST ADDITION TO GLENWOOD, COOK COUNTY, ILLINOIS, IN SECTION 3, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 32-03-314-012-0000

COMMON ADDRESS: 151 W. Main St., Glenwood, Il. 60425

Parcel 3:

A PORTION OF VACATED RIGHT OF WAY ACCEPTABLE TO THE VILLAGE GENERALLY LOCATED SOUTH OF PINS 32-03-314-011-0000, 32-03-314-012-0000, AND 32-03-314-006-0000, NORTH OF MAIN ST. AND EAST OF WABASH ST., WHICH DOES NOT CONTAIN ANY VILLAGE OR OTHER PUBLIC UTILITIES AS DETERMINED BY THE VILLAGE UPON THE CREATION OF A PLAT OF VACATION. THE VILLAGE SHALL APPEND THE LEGAL DESCRIPTION OF THIS VACATED RIGHT OF WAY PARCEL TO THIS CONTRACT ONCE IT IS DETERMINED.

(Hereinafter Parcel 1, Parcel 2, and Parcel 3 shall be referred to as the "Real Estate")

2. Sellers/deed. The **VILLAGE OF GLENWOOD**, an Illinois Home Rule Municipality (“Seller”) agrees to sell the Real Estate at the price and terms set forth herein, and convey or cause to be conveyed to Purchaser, title thereto by a recordable special warranty deed, with release of homestead rights, if any, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; and (c) general taxes which are not yet due and payable at closing, if any.

3. Closing. The closing shall be on a mutual agreeable date that is 60 days after the Village holds the public hearing required by statute to vacate public right of way and approves the vacation of public right of way to the Purchaser. Closing shall be at the office of the title company, provided that title for the real estate is shown to be good or is accepted by Purchaser. Closing shall also be contingent upon the Purchaser’s acceptance of the Parcel 3 vacated right of way parcel that is approved by the Village. The property shall be transferred to the Purchaser “AS-IS” and the Village makes no representation or warranty as to the condition of the Real Estate or to its fitness for any purpose.

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

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

- (i) A Special Warranty Deed, meeting the requirements of this Agreement transferring the Real Estate to the Purchaser;
- (ii) An ALTA statement and “gap” undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Real Estate;
- (iii) An Affidavit of Title signed by the Seller of the Real Estate in the customary form.
- (iv) A Bill of Sale for all improvements and fixtures located on the Real Estate, if any, in the customary form.

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

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

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

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

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

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

By Sellers:

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

By Purchaser:

- (a) Preparation of the documents required of the Purchasers
- (b) Its legal expenses
- (c) ½ of the Title Company closing escrow fees.
- (d) Recording fees for the Deed
- (e) Any other closing costs charged to the Purchaser that are not otherwise allocated pursuant to this Section.

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

10. Survey. If desired by Purchaser, Purchaser, at its own expense, shall obtain a survey of the Real Estate certified by the surveyor as having been made, in compliance with Illinois Land Survey Standards.

11. Plat of Vacation. The Village shall obtain a Plat of Vacation for the Parcel 3 right of way portion of the Real Estate. Purchaser agrees at closing to compensate the Village for 50% of the costs of obtaining the Plat of Vacation in an amount that shall not exceed _____.

12. Title commitment. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to closing, a title commitment for an owner's title insurance policy issued by the Title Insurance Company in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the then current owner of the Real Estate subject only to (a) the general exceptions contained in the policy, (b) the title exceptions set forth above in Section 2, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Sellers shall so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

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

or unacceptable to Purchaser, Purchaser may, within 45 days after from the date of delivery of Purchaser's notice to Sellers that there are unpermitted exceptions or survey matters that render the title unmarketable or unacceptable to Purchaser, terminate this Agreement by written notice to Seller. Upon the Village's receipt of timely written notice to terminate, this Agreement shall become null and void without further action of the parties. Or, if Purchaser does not give timely written notice to terminate this Agreement, then Purchaser shall take title to the Real Estate as is at closing and accept any unpermitted exceptions disclosed on the title commitment and all defects and waive any and all objections that it may have to any such defects.

14. Real estate taxes and proration. The Village represents that, because the Real Estate is municipally owned, there are and will be no property taxes due and owing during the period of the Village's ownership so that no proration of taxes at closing will be necessary. Purchaser shall be responsible to pay all property taxes assessed after the date of closing.

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

16. Residential Real Property Disclosure Act. The Purchaser and the Seller agree that, because the Real Estate does not contain any dwelling units, the Illinois Residential Real Property Disclosure Act, 765 ILCS 77/1 *et. seq.* is not applicable to this transaction.

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

18. IRS Section 1445. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that they are therefore exempt from the withholding requirements of said Section.

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

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

21. Amendment. This Agreement may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Seller approving such written amendment, as provided by law and by the execution of such written amendment by the Parties.

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

Date: August 28, 2020

To: Mayor and Board of Trustees

From: Brian D. Mitchell

Re: Water Bill Ordinance

At the last Board Meeting the Board decided to make a change to the late fee structure. The change was that a resident would pay 10% or \$35.00 whichever was less. However, after having conversation with staff and ACS (our software company), this change is not possible with our current system. The Board would need to decide what direction they would like staff to move forward with. In addition, it would be best if the same penalty is applied to the commercial accounts as well.

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING SECTION 106-167 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES IN ORDER TO REVISE THE DUE DATE FOR WATER BILLS ISSUED FOR THE PERIOD FROM MARCH 1, 2020 THROUGH AUGUST 31, 2020.

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 1st DAY OF SEPTEMBER, 2020**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 1ST day
of September, 2020.

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING SECTION 106-167 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES IN ORDER TO REVISE THE DUE DATE FOR WATER BILLS ISSUED FOR THE PERIOD FROM MARCH 1, 2020 THROUGH AUGUST 31, 2020.

WHEREAS, as a result of the burdens imposed by the COVID-19 pandemic, the Village's Board of Trustees determines that it is in the public interest to revise the due date for waters bills dated for the period from March 1, 2020 through August 31, 2020; and

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

SECTION 1: RECITALS.

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

SECTION 2: AMENDMENT TO SECTION 106-167 OF THE CODE OF ORDINANCES.

Section 106-167 of the Village's Code of Ordinances shall be amended and following the amendment state in its entirety as follows:

Sec. 106-167. - When bills are to be paid; fee for late payment.

- (a) *Residential accounts other than apartment and condominium buildings.* Water and sewer bills for residential accounts other than apartment and condominium buildings shall be due and paid not later than the close of the business day on the fifth day of the month following the month in which the bill is rendered. A late fee of \$35.00 shall be due and payable for all bills not timely paid. When the due date is a Saturday, Sunday or a legal holiday, the bill shall be due and paid not later than the close of business on the next succeeding business day without any additional late fee.

(b) *Commercial, apartment accounts and condominium accounts.* Water and sewer bills for commercial accounts, apartment accounts and condominium accounts shall be due and paid not later than the close of the business day on the 29th day of the month in which the bill is rendered. A late fee of \$35.00 shall be due and payable for all bills not timely paid. When the due date is a Saturday, Sunday or a legal holiday, the bill shall be due and paid not later than the close of business on the next succeeding business day without any additional late fee.

(c) Notwithstanding the provisions of subsections (a) and (b) of Section 106-167, the payment for all water bills dated during the period from March 1, 2020 through August 31, 2020, shall be due without any penalty or interest on or before October 1, 2020. If any amount due on any water bill issued for the period from March 1, 2020 through August 31, 2020 is not paid in full by October 1, 2020, a late fee equal to [10% of the amount due] [~~\$35.00~~] shall be due and payable for each bill not timely paid. When the due date is a Saturday, Sunday or a legal holiday, the bill shall be due and paid not later than the close of business on the next succeeding business day without any additional late fee. Any water bill issued for the period from March 1, 2020 through August 31, 2020 which remains unpaid after October 1, 2020 shall not be deemed to be delinquent for the purposes of Sections 106-168 or 106-169 of the Villages Code of Ordinances until December 1, 2020.

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 severable from any such invalid portion and enforced to the fullest extent possible.

SECTION 5: REPEALER.

The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent there may be any conflict. All existing ordinances of the Village which directly conflict with the terms of this Ordinance are herein repealed.

SECTION 6: EFFECTIVE DATE.

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 this 1st day of September, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by roll call vote this 1st day of September, 2020.

ATTEST:

Ronald Gardiner, Village President

Dion Lynch, Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATE

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

I further certify that on September 1, 2020, the Corporate Authorities of the Village of Glenwood passed and approved Ordinance No. 2020 - _____, entitled,

AN ORDINANCE AMENDING SECTION 106-167 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES IN ORDER TO REVISE THE DUE DATE FOR WATER BILLS ISSUED FOR THE PERIOD FROM MARCH 1, 2020 THROUGH AUGUST 31, 2020

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

The pamphlet form of Ordinance No. 2020 - _____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on September 2, 2020, and continuing for at least 10 days thereafter. Copies of such ordinance were also available for public inspection upon request at the Village Hall. A true and correct copy of Ordinance No. 2020 - _____ is attached

Dated at Glenwood, Illinois, this 1st day of September, 2020

Dion Lynch,
Municipal Clerk

BID OPENING FOR 18411-18419 S. HALSTED FOR INTERIOR DEMOLITON
THURSDAY, AUGUST 27, 2020
VILLAGE OF GLENWOOD

Chief Kevin Welsh called the meeting to order at 2:01 p.m.

Present: Kevin Welsh Sr., Fire Chief, Director of Building Department
Linda Brunette, Deputy Clerk, Finance Director
Carolyn Williamson, Building Department Admin

Three (3) packets for Demolition, and One (1) Packet for Asphlat were opened in the order in which they were received: No Packets were submitted for Concrete

- 1) Bid from **Marcotte**, 9300 S. Sangamon, Chicago, Illinois 60620, Packet opened by Deputy Clerk, Finance Director, Linda Brunette.
Bid amount: \$ 55,895.00
- 2) Bid from **Alliance Demolition** 9300 S. Sangamon, Chicago, Illinois 60620, Packet opened by Deputy Clerk, Finance Director, Linda Brunette.
Bid amount: \$ 84,650.00
- 3) Bid from **Complete Construction** 430 Dixie Highway Suite 105, Chicago Heights, Illinois 60411. Packet opened by Deputy Clerk, Finance Director, Linda Brunette.
Bid amount: \$ 112,900.00

There were **NO Bids for Concrete**

There was one (1) packet for Asphalt opened:

- 1) Bid from **Holland Asphalt**, P.O. Box 1337. **South Holland, IL** 60473, Packet opened by Deputy Clerk, Finance Director, Linda Brunette.
Bid amount: \$ 48,700.00

All 4 bids that were opened will be referred to Staff for reviewed in a two week period. Individuals will be contacted if further information is needed. A recommendation will go to the Village Board of Trustees for award of a contractor.

Adjourned at 2:09 p.m.