

COMMITTEE OF THE WHOLE MEETING
No. 2015-03-2
TUESDAY, MARCH 17, 2015

6:30 P.M.

CALL TO ORDER

ROLL CALL

ADMINISTRATION

1. Resolution for CDBG Bruce Lane Water Main Replacement in the amount of \$203,000
2. Discussion of installing signs throughout the Village for no parking on one side of the street from November 1st through March 31st
3. Ordinance establishing and implementing a Home Rule Municipal Retailers' Occupation Tax and a Home Rule Municipal Service Occupation Tax
4. Policy requiring the Village to receive architectural and engineering drawings and plans
5. Renewal of Maintenance Agreement on IBM equipment for Financial Software in the amount of \$4,456.96
6. Hiring of Seasonal Staff at Glenwoodie
 - 2 Bartenders/Beverage Cart Positions
 - 2 Building Cleaning/Banquet Set-up Positions
 - 4 Grill Cooks
 - 1 Pro Shop Attendant
7. Hickory Glen Park Update
8. Adoption of Plan Commission Resolution Recommendations

OPEN TO THE PUBLIC

Executive Closed Session under Section 2 (c) (5) Real Estate Acquisition

ADJOURNMENT

Sincerely,


Donna M. Gayden
Village Administrator

Posted and distributed 3/13/15

RESOLUTION NO: 2015 - _____

NOW, THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Glenwood, Illinois as follows:

Section 1. That a Request is hereby made to the County of Cook, Illinois for Community Development Block Grant ("CDBG") funds for Program Year 2015 in the amount of \$100,000 for the following project:

Project: **Bruce Lane Water Main Replacement** Amount: **\$203,000**

As identified in the Village's CDBG 2015 Program Year Application.

Section 2. That the Village President is hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to complete application for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Secretary.

Section 3. That the Village President is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within its application will be made available upon the approval of the projects by the County of Cook, Illinois or the prorated share thereof.

Dated this 17th day of March, 2015

By: _____
Print Name – Village President Sign – Village President

Attest: _____
Print Name – Village Clerk Sign – Village Clerk

{SEAL}

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2015 - _____

**AN ORDINANCE ESTABLISHING AND IMPLEMENTING A HOME RULE
MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL
SERVICE OCCUPATION TAX**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 17TH DAY OF MARCH, 2015**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 17th day
of March 2015.

ORDINANCE NO. 2015 - _____

**AN ORDINANCE ESTABLISHING AND IMPLEMENTING A HOME RULE
MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL
SERVICE OCCUPATION TAX**

WHEREAS, the Village of Glenwood is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution;

WHEREAS, Section 5/8-11-1 of the Municipal Code (65 ILCS 5/8-11-1) allows home rule municipalities to adopt a Home Rule Municipal Retailers' Occupation Tax in ¼% increments that is collected by the Illinois Department of Revenue;

WHEREAS, Section 5/8-11-5 of the Municipal Code (65 ILCS 5/8-11-5) allows home rule municipalities to adopt a Home Rule Municipal Service Occupation Tax in ¼% increments that is collected by the Illinois Department of Revenue;

WHEREAS, the Home Rule Municipal Retailers' Occupation Tax Act states that home rule municipalities imposing a Home Rule Municipal Retailers' Occupation Tax must also impose a Home Rule Municipal Service Occupation Tax at the same rate;

WHEREAS, the corporate authorities of the Village of Glenwood herein find and determine that the health, welfare and best interests of the Village require that it impose a 1% Home Rule Municipal Retailers' Occupation Tax and a 1% Home Rule Municipal Service Occupation Tax; 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 above recitals of this Ordinance are true, correct and material to this Ordinance. The above recitals are herein incorporated into this Section as if they are fully set forth herein.

SECTION 2: Amendment to Article II of Chapter 94.

Article II of Chapter 94 of the Village's Code of Ordinances shall be deleted in its entirety and replaced in its entirety with the following:

ARTICLE II. HOME RULE MUNICIPAL RETAILER'S OCCUPATION TAX

Sec. 94-31. – Home Rule Municipal Retailers' Occupation Tax Imposed.

A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of Illinois government, at retail in the Village of Glenwood at the rate of one percent (1%) of the gross receipts from such sales made in the course of such business, in accordance with the provisions of the Home Rule Municipal Retailers' Occupation Tax Act, 65 ILCS 5/8-11-1, and all such other relevant Illinois statutes affecting the imposition and the collection of such tax, including any future amendments that may from time to time be enacted. The tax shall be paid and collected in the manner provided for in Illinois statutes.

Secs. 94-34—94-60. - Reserved.

SECTION 3: Amendment to Article III of Chapter 94.

Article III of Chapter 94 of the Village's Code of Ordinances shall be deleted in its entirety and replaced in its entirety with the following:

ARTICLE III. HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

Sec. 94-61. – Home Rule Municipal Service Occupation Tax Imposed.

A tax is hereby imposed upon all persons engaged in the business of making sales of service in the Village of Glenwood at the rate of one percent (1%) of the selling price of all tangible personal property transferred by such serviceperson,

either in the form of tangible personal property or in the form of real estate, as an incident to the sale of service in accordance with the provisions of the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, and all such other relevant Illinois statutes affecting the imposition and the collection of such tax, including any future amendments that may from time to time be enacted. The tax shall be paid and collected in the manner provided for in Illinois statutes.

Secs. 94-62—94-90. - Reserved.

SECTION 4: Notification of the Illinois Department of Revenue.

The Village Clerk is hereby authorized and directed to obtain and transmit a certified copy of this Ordinance to the Illinois Department of Revenue not later than five days after its effective date, and in no case later than April 1, 2015 so as to enable the Illinois Department of Revenue to proceed to administer and enforce this Ordinance, on behalf of the Village of Glenwood as of July 1, 2015.

SECTION 5: Home Rule.

This Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality.

SECTION 6: 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 7: Effective date.

This Ordinance shall be in full force and effect upon its passage and approval and shall subsequently be published in pamphlet form as provided by law.

SECTION 8: 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.

PASSED by roll call vote this 17th day of March, 2015.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 17th day of March, 2015.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

Village of Glenwood

Policy requiring the Village to receive architectural and engineering drawings and plans

Whereas, the Village of Glenwood periodically hires architects and engineers to design and create drawings and plans that are used to construct public works and other improvements;

Whereas, the Village of Glenwood also periodically hires architects and engineers to develop concept plans or preliminary drawings and plans to assist in the development of property within the Village and/or to evaluate possible improvements and/or development concepts;

Whereas, the Village's receipt of the drawings and plans for Village funded public improvements, concept plans and preliminary drawings is necessary for: (1) the repair, maintenance and operation of those improvements; (2) the consideration of additional future improvements or revisions to the improvements; (3) the evaluation of concept plans and preliminary designs; (3) the Village's ability to respond to inquiries from residents and developers about the improvements, concepts or preliminary designs; and (4) the Village's ability to promote further public and private development activities within the Village;

Whereas, the Village finds that it is necessary and in its best interest to maintain an electronic record of: (1) the construction plans and drawings for completed improvements funded by the Village; (2) concepts plans and drawings; and (3) preliminary design plans and drawings prepared for the Village's evaluation and benefit regardless of whether the project is actually constructed; and

Now therefore, the Village adopts the following policy for its receipt and maintenance of electronic records of drawings and plans prepared by Architects and Engineers on behalf of the Village.

- 1. Electronic Archive.** The Village shall create an electronic archive of plans and drawings received from Architects and Engineers. The plans and drawings shall be stored and available on Village servers and organized in to separate categories for: (1) projects that have been completed or that are in the process of being completed; and (2) concepts plans and preliminary designs that have not been completed. Within each category the drawings and plans shall be further organized into subcategories using file names that allow for the identification of the project and its location within the Village.
- 2. Village receipt of electronic plans.** The Village shall require that all Architects and Engineers submit an electronic copy of any drawings and plans that they have worked on in conjunction with any invoice seeking payment for said concept, preliminary and draft drawings and plans. The Architect or Engineer may identify drawings and plans submitted to the Village as being concept plans, preliminary plans and/or drafts when appropriate to do so. Drawings and Plans issued for bidding and/or construction shall be identified as such. Upon completion of a project, an electronic copy of any as-built plans received or created by the Architect or Engineer shall be submitted to the Village and identified as such. The Village shall require submission of an electronic copy of

drawings and plans as required herein as a condition or the payment of an invoice from any Architect or Engineer.

3. **Prior completed projects.** Where a project has previously been completed after 2008, any Architect or Engineer working with the Village shall, within 90 days of the adoption of this policy, submit electronic copies of any as-built drawings for each completed project in their possession and an electronic copy of all the final drawings and plans used for the construction of the project.
4. **Prior concept and preliminary drawings and plans.** Within 120 days after the adoption of this policy, any Architect or Engineer working with the Village shall be required to submit a schedule of all concept plans, studies and all preliminary drawings and plans for work that has not yet been constructed. The Village shall identify those drawing and plans for which the Architect and Engineer will be required to provide the Village electronic copies. The Architect and Engineer shall provide the Village with an electronic copy of the drawings and plans requested by the Village within 30 days after receipt of the Village's request.

Adopted by roll call vote this 17th day of March, 2015.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 17th day of March, 2015.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

Date: 3/5/2015
 Xerox Ref# 07257



ACS Enterprise Solutions, LLC
 130 Division Street
 Waite Park, MN 56387
 Phone 800-800-8235
 Fax 320-255-9986

Network Services Quote

Village of Glenwood
 Linda Brunette
 1 Asselborn Way

Glenwood, IL 60425
 708.753.2400

Fax

glenwood01@aol.com

RFP #	Customer #	Xerox Contact	Terms:	Pricing valid until
0	287161	Dale Stang 800.800.8235	NET 30	4/4/2015
Quantity	Item #	Item Description	Unit Price	Total Price
1		Annual hardware maintenance on IBM 8203-E4A s/n #06C88B4	\$1,822.25	\$1,822.25
1		Annual software maintenance on IBM 8203-E4A s/n #06C88B4	\$2,634.71	\$2,634.71
		TERM: 3/9/2015 - 3/8/2016		
		Per IBM maintenance must be renewed by the expiration date of		
		Professional Services	\$0.00	\$0.00
		Travel	\$0.00	\$0.00
		Shipping Charges	\$0.00	\$0.00
Total				\$4,456.96

Taxes are not included.

Shipping and Travel costs are estimated above and will be billed at actual incurred costs.

Signed maintenance quotes received on or after the maintenance expiration date could be subject to additional fees and penalties.

Travel is an estimated amount and it includes a charge of \$65 per hour for travel time.

Special Notes & Instructions:

Signing below confirms your order and that you have read and agree with the terms and conditions on page 2.

Customer Signature _____ Date _____

Xerox Signature - John L. Hlavac, Director _____ Date _____

Please fax signed quote to 320-255-9986 - Attn: Front Desk

Contracts/ordered received after 3:30 p.m. ET will be placed the next business day.

Xerox accepts returns on merchandise from select manufacturers within 15 days of the date the contract is signed. Some opened items can not be returned. If package arrives DAMAGED in transit, it should be REFUSED back to the carrier attempting delivery.

Customer is responsible for all return shipping charges unless the item was defective. For defective items, Xerox should be contacted within 5 days of the date the shipment arrived to arrange for a replacement item.

ACS Enterprise Solutions, LLC
130 Division Street
Waite Park, MN 56387
Phone 800-800-8235
Fax 320-255-9986

Network Services Quote

Village of Glenwood
Linda Brunette

Terms and Conditions:

Payment Terms: All orders are irrevocable. Customer agrees to remit payment to Xerox within 30 days from issuance of invoice.

Hardware and Commercial Software Warranties: If hardware and/or commercial software is furnished under this agreement, then Xerox shall, to the maximum extent allowable, pass through to the Customer all manufacturers' warranties for materials furnished hereunder. Xerox shall only provide the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. Xerox makes no other warranties whatsoever express or implied, with regard to the hardware and software, in whole or in part. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose.

Licensing: All software delivered in connection with this agreement will be licensed to Customer by the manufacturer, and is subject to licensing terms and conditions of use specified in one or more license agreements. Some or all of the software components delivered hereunder may qualify as "shrink-wrap" software which is delivered along with standard licensing terms. Other software components may qualify as "click-wrap" software and will require the end-user to accept standard licensing terms upon installation of the Software. For purposes of this agreement, all license agreements, including all standard licensing terms delivered with "shrink-wrap" and/or "click-wrap" software, will be referred to as the "License Agreements." The Customer hereby accepts all provisions contained in the License Agreements that relate to the software delivered hereunder, and agrees to abide by, and to perform all licensee obligations specified in the License Agreements. If Xerox performs installation services in connection with "click-wrap" software, the Customer hereby authorizes and appoints Xerox to accept all applicable licensing terms on its behalf at the time of installation.

Limitation of Liability: In no event shall Xerox be liable to the customer hereunder for any claims, penalties or damages, whether in contract, tort, or by way of indemnification, in an amount exceeding ten percent (10%) of the full price of the ordered goods and services under this agreement. Under no circumstances will Xerox be liable for any incidental, consequential, indirect, punitive or special damages arising out of or in connection with this agreement however caused and based on any theory or liability. This limitation shall apply even if customer has been notified of the possibility of such damages. In no event may any action be brought against Xerox arising out of this agreement more than one year after the claim or cause of action arises, determined without regard to when the aggrieved party shall have learned of the injury or loss. Under no circumstances will ACS be responsible for the loss of data or software.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Risk of Loss & Title: Xerox shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Xerox, its employees, agents, representatives or subcontractors. Xerox shall transfer title to the hardware and commercial software to the Customer upon the Customer's full payment for said hardware and commercial software in accordance with this agreement.

Hardware & Software Maintenance: For any hardware or software maintenance provided by a third party, the terms and conditions of that third party will apply to Customer. These specific terms and conditions are available upon request. By signing this quote, the Customer agrees to these terms and conditions.