

COMMITTEE OF THE WHOLE MEETING

No. 2014-04-2

TUESDAY, APRIL 15, 2014

6:30 P.M.

CALL TO ORDER

ROLL CALL

ADMINISTRATION

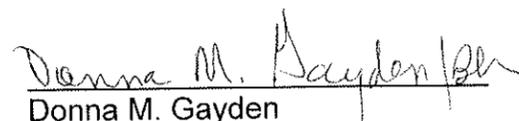
1. Intergovernmental Agreement with Brookwood School District 167
2. Resolution authorizing the approval of an Intergovernmental Agreement between the Village of Glenwood and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction and Perpetual Maintenance of a Relief Storm Sewer along Glenwood Avenue
3. Resolution authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation
4. Ordinance amending the Late Fee for Delinquent Water Payments
5. Preliminary site plan for Brookwood Middle School for inclusion in the MWRD existing Development List
6. Preliminary site plan for Delta Sonic Carwash for inclusion in the MWRD existing Development List
7. Engagement Letter with Law Offices of Carey S. Rosemarin, P.C. in connection with the sale of property located at 19421 Forest Avenue
8. Concrete restoration work to JJ Newell in an amount not exceed \$40,000.00 for utility areas
9. Purchase of a new pick-up truck in an amount not to exceed \$30,000.00 to replace a 1997 pick-up
10. Promotion of Anthony LaBue from Part-Time to Full-Time Maintenance Worker
11. Asphalt repair work for utility repairs

OPEN TO THE PUBLIC

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

ADJOURNMENT

Sincerely,


Donna M. Gayden
Village Administrator

Posted and distributed 4/11/14

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into as of the 15th day of April, 2014, by and between the Board of Education of Brookwood School District No. 167, Cook County, Illinois, a body politic and corporate (“Board” or “District”) and the Village of Glenwood, Cook County, Illinois, a unit of local government (“Village”).

WITNESSETH:

WHEREAS, the District is an Illinois public school district established pursuant to the Illinois School Code, 105 ILCS 5/1-1 et seq, providing education to students enrolled in grades kindergarten through eight, including students who reside in the Village; and

WHEREAS, the Village is an Illinois municipal corporation established under the terms and conditions of the Illinois Municipal Code, 65 ILCS 5/1-1-1; and

WHEREAS, the District holds title to real property consisting of approximately 5.1615 acres upon which is located the District’s middle school and administrative offices, located at the corner of Glenwood Lansing Road and East Glenwood Dyer Road, in Glenwood, Illinois (“Middle School Property”); and

WHEREAS, the Village owns a platted 33 foot public right of way for the extension of the currently improved portion of Eberhart Avenue from its current northern point to Glenwood Lansing Road; and

WHEREAS, South Eberhart Avenue, a road, located in the Village, borders a portion of the East boundary of the Middle School Property and is legally described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, three homes are located on South Eberhart Avenue and residents of the homes have ingress and egress to their homes onto South Eberhart Avenue from Glenwood Dyer Road; and

WHEREAS, the Village cannot provide sufficient access to the homes on South Eberhart Avenue without extending the currently improved portion of Eberhart to connect Glenwood Dyer and Glenwood Lansing Roads; and

WHEREAS, the extension of South Eberhart Avenue is legally described on Exhibit B, attached hereto and made a part hereof and hereafter referred to as “North Eberhart Avenue”; and

WHEREAS, the Village has agreed to vacate North Eberhart Avenue and Quitclaim whatever interest it has in North Eberhart Avenue to the District; and

WHEREAS, the Village has agreed to vacate that portion of Eberhart Avenue physically located within the property owned by the District on both sides and the Board has agreed to provide a perpetual right of ingress and egress to the Public to and from South Eberhart Avenue to Glenwood-Dyer Road through the footprint of the District without any conditions and both the Village and the District have agreed to resolve any and all differences as to the ownership of North Eberhart Avenue in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Village and the Board are authorized to enter into this Intergovernmental Agreement under the authority conferred by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq;

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions and agreements as hereafter set forth, the Village and the District agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part hereof.

2. Vacation of North Eberhart Avenue. Upon the last of the parties to execute this Agreement, the Village shall immediately publish notice, hold a public hearing, and then adopt an ordinance vacating North Eberhart Avenue in accordance with the provisions of the Illinois Municipal Code, 65 ILCS 5/11-91-1. The Village shall expeditiously pursue the vacation process so that North Eberhart Avenue is vacated as promptly as possible. In addition, upon adoption of the ordinance vacating North Eberhart Avenue the Village shall convey to the Board by Quitclaim Deed, whatever interest the Village has in North Eberhart Drive.

3. Right of Egress over Middle School Property. Subject to the limitations contained in this paragraph, the District grants to the Village, the public and the residents of South Eberhart Avenue the right of perpetual ingress and egress from South Eberhart Avenue over portions of the Middle School Property to Glenwood Dyer Road as described in the Site plan shown as exhibit C, attached hereto and made a part hereof and hereafter referred to as "the Site Plan". The Village and the District shall agree on the exact location of the portions of the Middle School Property where the grant of ingress/egress will be located and such location shall be set forth in a legal description on a plat attached hereto and made a part hereof as Exhibit C. The general location of the right of ingress/egress shall be the location set forth on Exhibit D. The exact location of the right of egress shall be determined as part of the planning and platting process for the new middle school. The ingress/egress shall be of sufficient size to accommodate vehicle traffic and turning radius requirements of a large (60+ person) school bus. The ingress/egress area from the currently improved portion of Eberhart Avenue across the District's property to Glenwood-Dyer Road shall be constructed by the District and paved with asphalt at the District's expense. The District shall maintain the ingress/egress area located on its property. A gate may be installed by the District at the northern end of South Eberhart Drive where it connects to the right of ingress/egress to limit access during school hours. The District, members of the Village's Police Department, members of the Village's Fire Department and members of the Village's Public Works Department shall have keys to the gate. The right of ingress/egress

over the Middle School Property shall commence upon the occupation of the new middle school on the Middle School Property.

4. Improvements to South Eberhart Avenue. The District at its cost and expense shall pave with asphalt South Eberhart Avenue. The asphalt paving will be over the current configuration and size of South Eberhart Avenue. The District's contractor will scarify the existing surface and place a minimum inch and a half surface coat of asphalt. In addition, the District at its cost and expense, shall reconstruct the culvert under South Eberhart Avenue. The District shall neither install nor pay for any curb, gutter, or other drainage, pipes, or sewer system, any lights, any enhancements required by jurisdictions other than the Village such as the Illinois Department of Transportation, or any other improvements on South Eberhart Avenue.

5. Term. This Agreement shall commence on the date the last of the parties executes the Agreement ("Effective Date") and shall be perpetual.

6. Recordation of Agreement. This Agreement shall be recorded in the Cook County Recorder's office.

7. Modifications. This Agreement may only be modified by a written amendment signed by both parties.

8. Severability. Should any clause or provision of this Agreement be held unenforceable, void or unconstitutional by a court of law, it is the intent of the parties that all remaining provisions of the Agreement shall survive and be deemed enforceable.

9. Notices. In the event notice is to be given by either party to the other, such notice shall be given in writing sent by certified mail, return receipt requested, to the other party at the address shown below, or as either party may otherwise direct in writing from time to time:

District:

Brookwood School District No. 167
c/o Superintendent
201 E. Glenwood Dyer Road
Glenwood, Illinois 60425

With a copy to:

Robert A. Kohn
Hodges, Loizzi,
Eisenhammer, Rodick & Kohn, LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, Illinois 60005

Village:

Village of Glenwood
c/o Mayor
One Asselborn Way
Glenwood, Illinois 60425

With a copy to:

Mr. John F. Donahue
Rosenthal Murphey Coblentz & Donahue
30 North LaSalle St. Suite 1624
Chicago, Illinois 60602

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

DISTRICT:

**BOARD OF EDUCATION
BROOKWOOD SCHOOL DISTRICT NO. 167
COOK COUNTY, ILLINOIS**

BY: _____
Its President

ATTEST:

BY: _____
Its Secretary

Dated: _____

VILLAGE:

VILLAGE OF GLENWOOD

BY: _____
Its _____

ATTEST:

BY: _____
Its _____

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF SOUTH EBERHART AVENUE

EXHIBIT B
LEGAL DESCRIPTION OF NORTH EBERHART AVENUE

EXHIBIT C
LEGAL DESCRIPTION AND PLAT OF RIGHT OF INGRESS/EGRESS

EXHIBIT D
GENERAL LOCATION OF RIGHT OF INGRESS/EGRESS

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2014 - ____

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF GLENWOOD AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE DESIGN, CONSTRUCTION AND PERPETUAL MAINTENANCE OF A
RELIEF STORM SEWER ALONG GLENWOOD AVENUE**

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 15TH DAY OF APRIL 2014

RESOLUTION NO. 2014 - _____

A RESOLUTION AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF GLENWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION AND PERPETUAL MAINTENANCE OF A RELIEF STORM SEWER ALONG GLENWOOD AVENUE

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; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) has proposed an Intergovernmental Agreement pursuant to which the MWRD will pay the Village up to \$820,000.00 for the Village to design, construct and perpetually maintain a 1000 linear feet relief Storm sewer along Glenwood Avenue from School Street to an outfall to Thorn Creek; and

WHEREAS, the Village’s corporate authorities have reviewed the Intergovernmental Agreement attached as Exhibit A and finds that it is in the Village’s best interest to approve this Intergovernmental Agreement; and

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

SECTION 1: Recitals.

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

SECTION 2: Approval of Intergovernmental Agreement.

The corporate authorities of the Village of Glenwood do hereby approve the Intergovernmental Agreement attached as Exhibit A with the Metropolitan Water Reclamation

District of Greater Chicago and authorize the Village President to execute this agreement on behalf of the Village of Glenwood.

SECTION 3: Home Rule.

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

SECTION 4: Effective date.

This Resolution shall be effective immediately.

PASSED by roll call vote this 15th day of April, 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 15th day of April, 2014.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
GLENWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE
OF A RELIEF STORM SEWER ALONG GLENWOOD AVENUE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "District") and the Village of Glenwood, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the "Village").

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the "Act"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act specifically authorizes the District to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

WHEREAS, the Act further authorizes the District to assume responsibility for maintaining any stream within Cook County; and

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to construct and maintain relief storm sewers within its corporate limits; and

WHEREAS, Thorn Creek is a regional waterway tributary to the Little Calumet River; and

WHEREAS, water from Thorn Creek backs up into local neighborhood storm sewers in the Village, along Glenwood Avenue during heavy rainfall events and causes flooding; and

WHEREAS, the Village proposes to construct a relief storm sewer along Glenwood Avenue, which will discharge to Thorn Creek, to alleviate flooding along Glenwood Avenue; and

WHEREAS, the relief storm sewer may be approached more effectively, economically, and comprehensively with the Village and District cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, 2013, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____ the Village's _____ authorized the Village to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the Village and District hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The scope of work for the Project will include: (1) design, construction, and perpetual maintenance of 1,000 linear feet of relief storm sewer along Glenwood Avenue from School Street to Thorn Creek, in the Village; (2) an outfall to Thorn Creek; and (3) any other necessary appurtenances required for this relief storm sewer (hereinafter "Project"), as depicted on Exhibit 1 of this Agreement. The scope of work under this Project excludes road pavement and adjustments to existing inlets and manholes.
2. The Village, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
3. The Project shall realize all benefits, which consist of the alleviation of flooding along Glenwood Avenue in the Village.
4. The Village shall provide the District with a copy of final Construction Documents for the District's review and approval as to the Project's intended stormwater benefit to the public.

5. The District shall review and provide comments to the Village as to the Project's intended stormwater benefit to the public in writing within 30 calendar days of receipt of the final Construction Documents referenced in Article 2, Subsection 2 of this Agreement. The Village shall incorporate the District's review comments into the Construction documents.
6. The Village, at its sole cost and expense, shall construct the Project in accordance with the final Construction Documents.
7. The Village will award all Project-related construction contracts using the District's Purchasing Act, 70 ILCS 2605/11.1-11.24, the District's Multi-Project Labor Agreement and Memorandum of Understanding, as well as the District's Affirmative Action Requirements and Affirmative Action Ordinance (attached as Exhibits 2, 3, and 4 respectively) as minimum requirements. The Village may impose more stringent requirements than those contained in Exhibits 2, 3, and 4 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the District's general standards
8. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are revised by the Illinois Department of Labor and are available on the Department's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change during the Duration of the Agreement.
9. The Village, at its sole cost and expense, shall provide final project design, land acquisition, construction oversight, and administrative support for the Project.
10. The District shall reimburse the Village for the construction of the Project in the amount of \$820,000.00, but in no event shall that amount exceed \$820,000.00, which corresponds to the estimated construction cost of the Project. All reimbursement provided by the District shall be used exclusively for the construction of the Project. The Village shall be solely responsible for change orders or any increase in cost of the Project.
11. The District shall disburse funds specified in Article 2, paragraph 10 of this Agreement to the Village in accordance with the following schedule:
 - a. \$200,000.00 at 25% completion of construction of the Project;
 - b. \$200,000.00 at 50% completion of construction of the Project;
 - c. \$200,000.00 at 75% completion of construction of the Project; and
 - d. \$220,000.00 at final completion of construction of the Project.

12. As a condition for reimbursement, the Village shall submit copies of construction invoices to the District for the District's review and approval. Reimbursement by the District to the Village shall not exceed the amount invoiced for construction of the Project. In the event the amount invoiced for construction of the Project is less than the reimbursement amount specified in Article 2, Section 10 of this Agreement, the District shall only reimburse the Village for the amount invoiced for construction of the Project.
13. The Village shall return all funds provided by the District if the Project is not completed within two years of award of the construction contract, unless the District approves extension(s); such approvals will not be unreasonably withheld. In the event that the Village does not use all of the District's disbursed funds for the Project, the Village shall return any unused funds to the District within sixty (60) days.

Article 3. Permits and Fees.

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, and county permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and will assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The Village shall obtain any and all permits necessary for the performance of the maintenance work set forth in the Operations and Maintenance Plan ("O&M Plan")—attached hereto as Exhibit 5 and hereby incorporated into this agreement—and in accordance with Article 5 of this Agreement.

Article 4. Property Interests.

1. Prior to construction, the Village will make best efforts to acquire from property owners any temporary easements, permanent easements, and/or fee simple title necessary for construction of, maintenance of, and access to the Project at the Village's own expense.
2. Should the acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including the purchase price and/or easement fee as well as any attorney's fees.
3. Whereupon the Village acquires permanent easements for maintenance and access from property owners, the rights and obligations for maintenance and access shall be shared by the District and the Village; however, in no event shall this provision be construed in contradiction to the provisions in Article 5 below, whereby the maintenance costs and

obligations shall be the sole responsibility of the Village, with the exception of the joint annual inspections of both the District and the Village.

4. The Village shall record all easements.

Article 5. Maintenance.

1. The Village, at its sole cost and expense, shall perpetually maintain the Project and any other appurtenances associated with this Project pursuant to the O&M Plan.
2. The District and Village shall conduct joint annual inspections to ensure adequate maintenance. The Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection shall be provided to the District within thirty (30) days of completion.
3. The District shall have the right (including any necessary right of access) to conduct its own annual inspection.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the District, the District may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance required by the O&M Plan has not been accomplished on or before thirty (30) days after such notice, the District may cause such maintenance to be performed and the Village shall pay the District the entire cost the District incurred to perform the required maintenance.
5. In performing their obligations under this Article, the Village and District shall comply with all access restrictions and notice requirements set forth in the easements recorded pursuant to Article 4 of this Agreement.

Article 6. Notification.

1. Bid Advertisement. The Village will provide the District with 30 days notice prior to Bid Advertisement for the Project.
2. Construction. The Village shall provide the District with a construction schedule and provide the District a minimum of 72 hours notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the Village. Prior to commencement of Construction of the Project, the Village may, at its option, and upon giving notice to the District in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from the District no later than 14 days following its termination of the Agreement.

Article 8. Termination by the District. Prior to Bid Advertisement of the Project, the District may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 10. Duration. Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment. Neither party may assign its rights or obligations hereunder without the written consent of the other party.

Article 12. Waiver of Personal Liability. No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification.

1. If the Village is performing all or any part of the Project work, including but not limited to design, construction, operation and/or perpetual maintenance, itself (the "Village Work"), the Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the Village Work; or

(2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

2. If the Village contracts out the Project work (the "Contract Work"), then the Village must cause its contractor(s) to add every District Party as an additional indemnitee for the Project work to defend, indemnify, and hold harmless the District from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District party and arise out of or are in any way related to: (1) the Contract Work; or (2) the exercise of any right, privilege, or authority granted by the Village to its contractor(s) under this Agreement.

Article 14. Representations of the Village. The Village covenants, represents, and warrants as follows:

- (1) The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (2) The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
- (3) The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
- (4) The Village has secured necessary funds for this Project in addition to funds to be provided by the District under this Agreement.

Article 15. Representations of the District. The District covenants, represents, and warrants as follows:

- (1) The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (2) The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District;
- (3) The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

Article 17. Waivers. Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 17. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 18. Necessary Documents. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide the District with a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the resident engineer and the contractor.

Article 19. Deemed Inclusion. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 20. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 21. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

Article 22. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

Article 23. Judicial and Administrative Remedies. The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

Article 25. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF GLENWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF A RELIEF STORM SEWER ALONG GLENWOOD AVENUE" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 26, unless otherwise specified and agreed to by the parties.

Article 26. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For the District:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Eric Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the Village:
Village Administrator
One Asselborn Way
Glenwood, Illinois 60425
Phone: (708) 753-2400
FAX: (708) 753-2406

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Glenwood, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed on the dates specified below.

VILLAGE OF GLENWOOD

BY: _____
Kerry Durkin, Mayor

Date

ATTEST:

Ernestine Dobbins, Village Clerk

Date

Municipality/County of GLENWOOD
State of Illinois

Resolution No. _____

A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

Whereas the Municipality/County of GLENWOOD, of the State of Illinois (hereinafter "Municipality" "County") is a MUNICIPALITY of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality/County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality/County, and;

Whereas the Municipality/County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality/County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality/County recognizes the need for our specific Municipality/County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality/County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality/County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality/County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality/County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality/County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently

unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time,

Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The Village President of this Municipality/County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this _____ day of _____, _____.

Ayes:

Nays:

Absent:

Abstain:

Approved this _____ day of _____, _____.

President/Mayor/County Board Chairman, etc

Attest:

Municipality/County Clerk etc

Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *towit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of "October 23, 2002" in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate in Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
 1. Governing Board Composition and Voting. The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
 - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
 - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
 - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
 - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
 3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
 4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
 2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
 4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
 5. coordinate and provide a facility for training exercises and education;
 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
- (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
- (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).

16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.

- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
 - 1. It is a Public Agency under the laws of the State of Illinois.
 - 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
 - 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
 1. would be eligible to request or provide law enforcement mutual aid, and;
 2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
 1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
 2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
 3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
 4. to the extent permitted by law:
 - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
 - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
 - A non-member affiliate, or its representative(s) may not:
 1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large:
 - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
 - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
 - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
 1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
 2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
 3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
- d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
 1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

7. Additional Provisions

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
 - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
 - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- i. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

Balance of this page is intentionally left blank before the signature page.

Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Village of Glenwood (Police)
Public Agency Name

By: _____
Legally Authorized Agent

Kerry Durkin
Printed Name:

Title: Village President

Date: _____

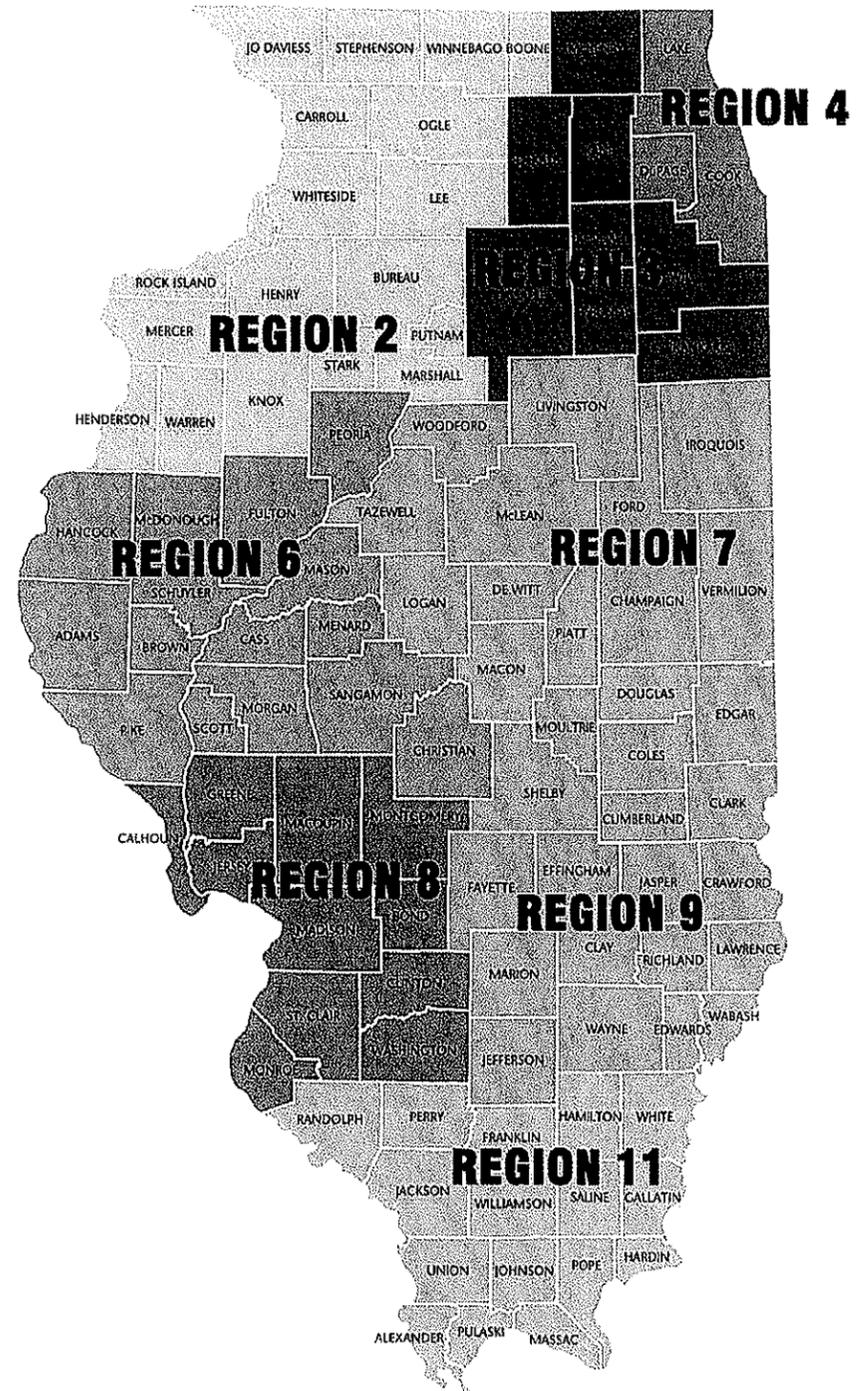
State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

Notary Public

My Commission Expires:

Exhibit B



VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2014 - _____

**AN ORDINANCE AMENDING THE LATE FEE FOR DELINQUENT WATER
PAYMENTS**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 15TH DAY OF APRIL 2014**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 15th day
of April 2014.

ORDINANCE NO. 2014 - _____

AN ORDINANCE AMENDING THE LATE FEE FOR DELINQUENT WATER PAYMENTS

WHEREAS, the Village's corporate authorities finds that the late payment of a water bill requires the Village staff to undertake extra work to pursue the payment of the water bill and that the extra work necessary is not dependent upon the amount of the bill;

WHEREAS, the Village's corporate authorities finds that it is within best interests of the Village's health and welfare to set a late fee of a flat amount that is to be charged for late water payments;

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.

Section 106-167 of the Code of Ordinances of the Village of Glenwood shall be amended to add a new storm water maintenance fee and following such amendment be revised to state in its entirety as follows:

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

Water and sewer bills shall be paid not later than the close of the business day on the 25th of the month the bill is rendered. A late fee of \$35.00 shall be due and payable for all bills not paid within 15 days of date of billing. When the 25th day of any month is Saturday, Sunday or a legal holiday, the bills shall be paid on the next succeeding secular day without any additional late fee.

SECTION 3: AMENDMENT TO CHAPTER 106 OF APPENDIX B OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES.

That portion of Appendix B to the Village of Glenwood's Code of Ordinances titled, Schedule of Fees, which contains the fees and charges required under the various provisions of Chapter 106 of the Village of Glenwood's Code of Ordinances shall herein be amended to include a \$35.00 late fee for delinquent water bill payments pursuant to Section 106-167 and after amendment shall provide in its entirety as follows:

CHAPTER 106 UTILITIES		
106-36	Sewer permit and inspection fee	See Sections 22-84(1)(a) and 22-84(1)(b) of Appendix B
106-66	Drain layer, annual license fee	\$50.00
106-134	Water and sewer connection fees:	
	Water connection fee	See Section 22-84(5) of Appendix B
	Sewer connection fee	See Section 22-84(6) of Appendix B
106-136	Missed appointment--Weekday	\$50.00
	Missed appointment--Weekend	\$150.00
106-163	Water Charges	
106-163(a)(1)	Operation and Maintenance Charge: Rate, per 1,000 gallons	\$7.73
106-163(a)(1)	Operation and Maintenance Charge non-residential: Minimum monthly charge based on 5000 gallons	\$38.65
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 2,000,000 million but less than 3,000,001gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$6.06
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 3,000,000 million but less than 4,000,001gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$6.00
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 4,000,000 million but	\$5.93

	less than 5,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 5,000,000 million but less than 6,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.86
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 6,000,000 million but less than 7,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.80
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 7,000,000 million gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.73
106-163(a)(2)	Debt Service Charge, per month	\$0.00
106-163(a)(3)(a)	Depreciation Fund Charge: Residential users, per month	\$6.60
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, per 1,000 gallons	\$1.75
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, Minimum monthly charge based on 5000 gallons	\$8.75
106-(a)(5)	Storm Water Maintenance Fee; per month	\$5.00
106-163(c)	Residential water accounts deposit	\$75.00
106-163(c)	Commercial water accounts deposit	\$300.00
106-163(c)	Industrial water accounts deposit	\$325.00
106-163(d)(1)(c)	Charge for residential sewer only users pursuant to subsection (1)(c) of section 106-163(d)	\$10.00
106-167	Fee for the late payment of a water bill	\$35.00
106-169	Reconnection fee after disconnection	\$75.00
106-170	Missed appointment--Weekday	\$50.00
	Missed appointment--Weekend	\$150.00
106-197	Reconnection fee after discontinuance of service	\$200.00

SECTION 4: HOME RULE.

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

SECTION 5: INVALIDITY.

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

SECTION 6: REPEALER.

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

SECTION 7: EFFECTIVE DATE.

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

PASSED by roll call vote this 15th day of April, 2014.

AYES:

NAYS:

ABSENT:

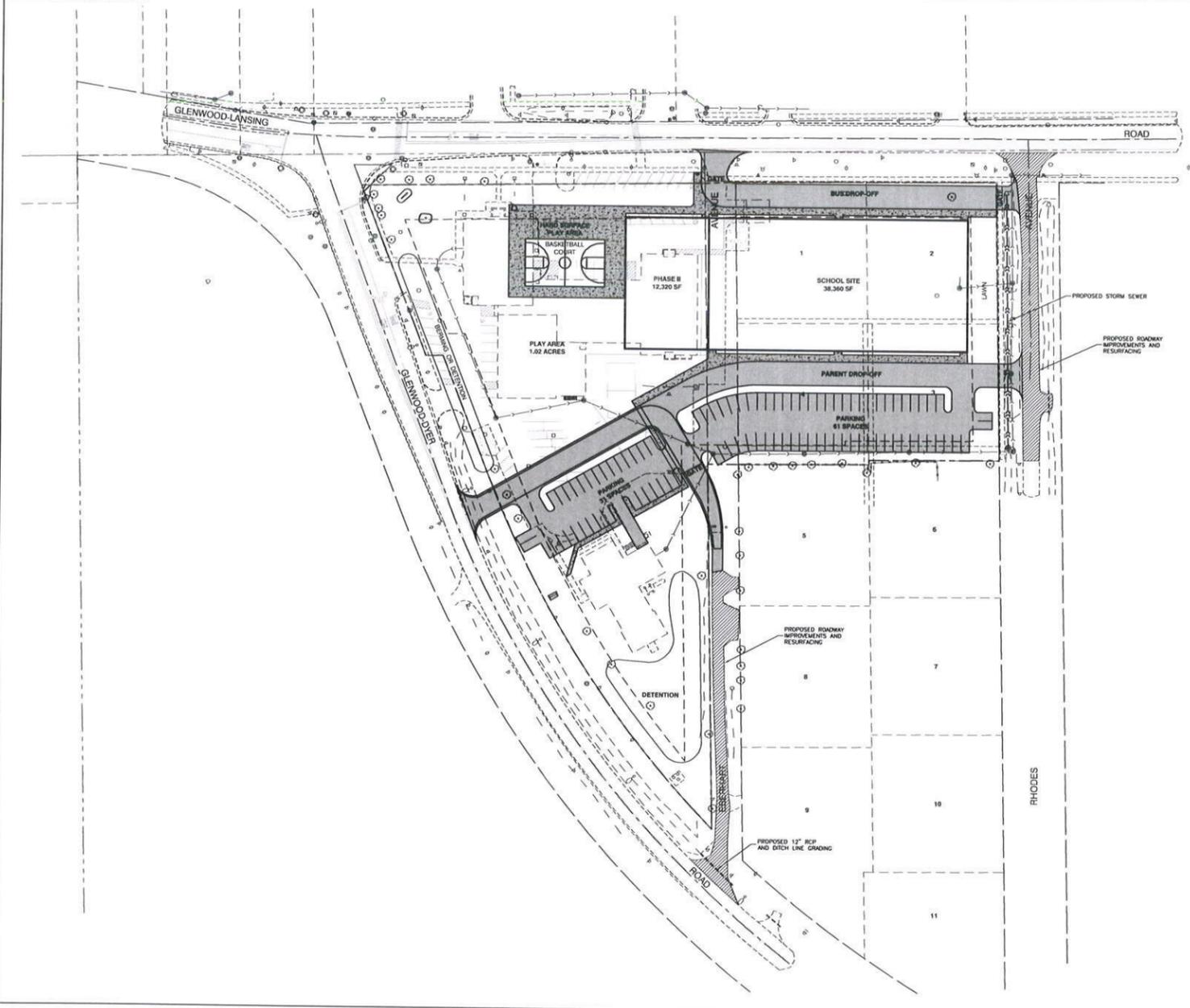
ABSTAIN:

APPROVED this 15th day of April, 2014.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk



LEGEND
 OFFSITE ROADWAY IMPROVEMENTS

ROBINSON ENGINEERING, LTD. <small>1100 W. WASHINGTON ST. SUITE 200 GLENWOOD, ILLINOIS 60139 TEL: 847.439.1100 FAX: 847.439.1101 WWW.ROBINSON-ENG.COM</small>		REVISIONS	
Drawn by: RLC	Check: DL	No.	Remarks
Date: 04-09-14	Scale: 1"=40'		
Sheet: 2	Page: 14		

**BROOKWOOD MIDDLE SCHOOL
 PROPOSED GEOMETRY**

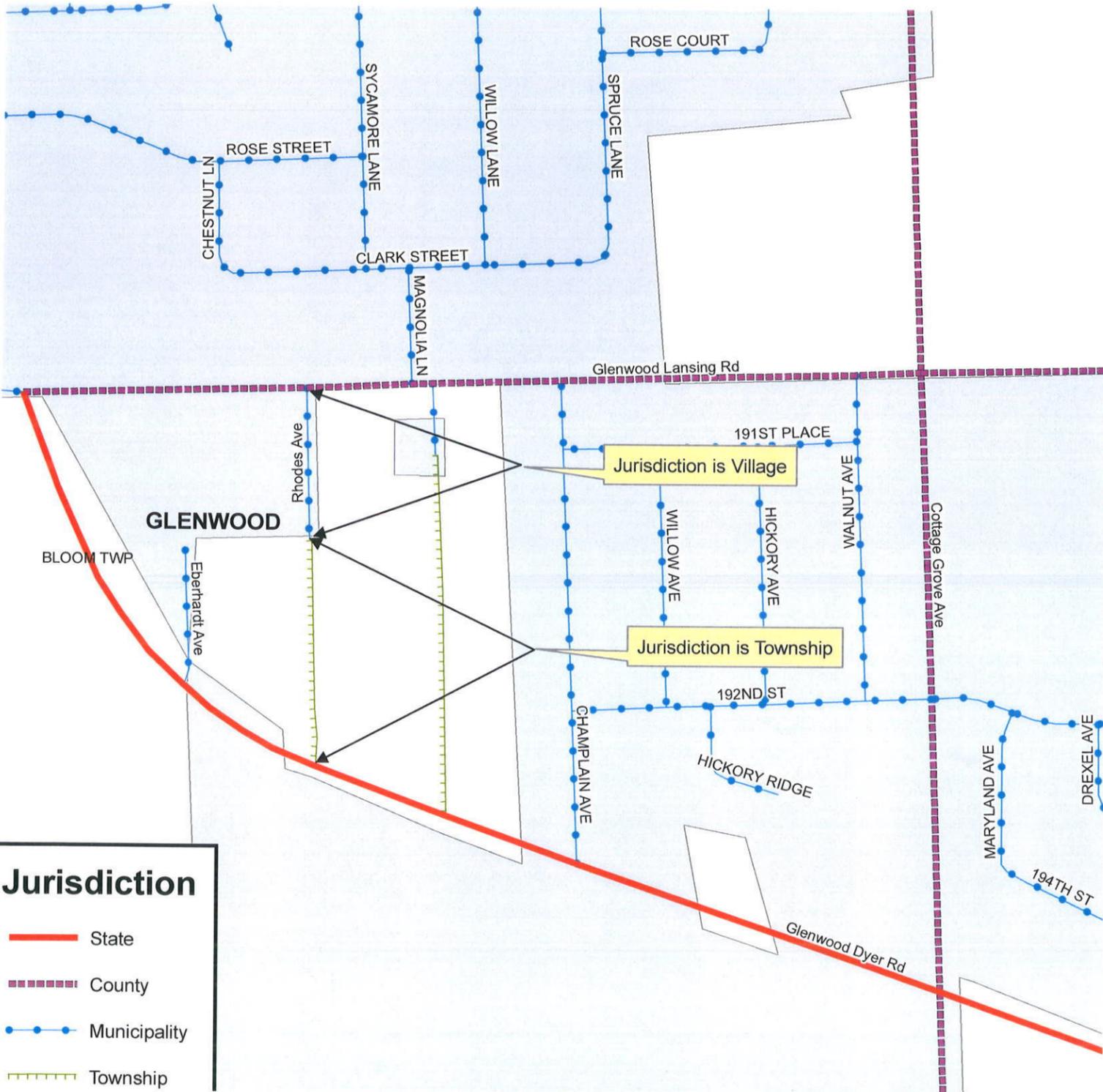
GLENWOOD, ILLINOIS

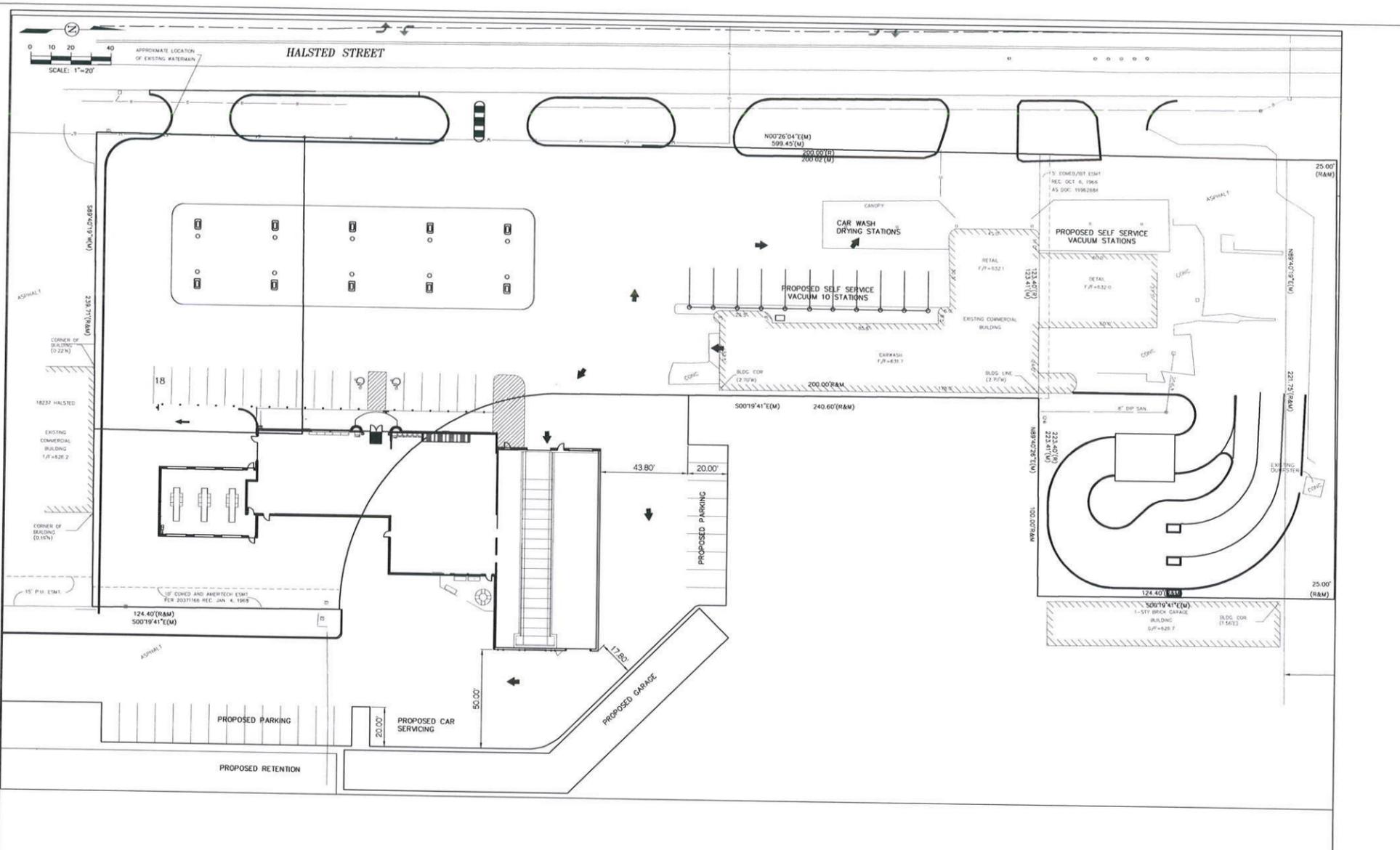


Illinois Department of Transportation



Rhodes Avenue between Glenwood-Lansing Road and Glenwood-Dyer Road.





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ROAKE AND ASSOCIATES, INC.
 CONSULTING ENGINEERS LAND SURVEYORS PLANNERS
 1887 HIGH GROVE LN NAPERVILLE IL 60540
 (630) 355-0232 FAX (630) 355-3267

PREPARED FOR:
BENDERSON DEVELOPMENT COMPANY
 570 DELAWARE AVENUE
 BUFFALO, NEW YORK 14202
 (716) 886-0211
 (716) 886-2269 (FAX)

NO.		DATE		DESCRIPTION		REVISIONS	
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION	NO.	DATE
1	8/26/02	ADDED PRE-WASH AREA					

DELTA SONIC - GLENWOOD, ILLINOIS
PL-5 PLAN
 DRAWN BY: DMH/JC/TS FILE: 56740M PLO: BR/PC 163/11 SHEET NO. 5 OF 9
 SCALE: NONE DATE: 8/2/02 JOB NO.: 567.004



LAW OFFICES OF
CAREY S. ROSEMARIN, P.C.

847-897-8000
500 Skokie Boulevard, Suite 585
Northbrook, Illinois 60062
www.rosemarinlaw.com

Fax: 312-896-5786
csr@rosemarinlaw.com

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE
ATTORNEY WORK-PRODUCT

April 4, 2014

Village of Glenwood
c/o John F. Donahue, Esq.
Rosenthal, Murphey, Coblentz & Donahue
30 North LaSalle St.
Suite 1624
Chicago, IL 60602

Re: 19421 South Forest Avenue

Dear Mr. Donahue:

This letter confirms the engagement of the Law Offices of Carey S. Rosemarin, P.C. ("Law Firm") by the Village of Glenwood, Illinois ("Village," or "Client"). It also sets forth the basis upon which the Law Firm will represent the Village in connection with a proposed sale of property located at 19421 South Forest Avenue (the "Property"), which is known to contain certain environmental contaminants. I am pleased to have the opportunity to be of service to you.

I understand that the Village acquired the Property in a tax sale and has applied for, but not received, a "no further remediation letter" from the Illinois Environmental Protection Agency. I further understand that the Village has commenced negotiations to sell the Property to the current lessee, Nalco, but progress has slowed because of Nalco's concerns about the environmental risk. Thus, the immediate objective of the Law Firm's representation will be to assist you in reducing the environmental risk to a level acceptable to both the Village and Nalco, and facilitate the completion of the transaction.

The Law Firm's charges will be based upon my hourly rate in effect at the time the services are rendered. My current rate is \$410. The Law Firm will also charge Client for the out-of-pocket expenses and internal charges incurred in connection with the subject representation. The Law Firm requires a retainer of \$10,000 from Client for work on this matter. This sum is not an estimate of the costs necessary to achieve the Client's objective. Rather, it will be held until the matter is concluded, and will be applied to the last fee and expense statement. Any remaining retainer will then be returned to the Village. The Law Firm will commence work after receipt of the retainer.

I will send the Village a monthly invoice for fees and the internal charges and expenses incurred on behalf of the Village and posted during the month, unless the amount is not significant. Each invoice will indicate the hours of work performed on this matter, details and rates of the expenses incurred, and any internal charges for such items as telephone, electronic research, duplicating, and work processing, as applicable.

I expect that all invoices will be paid within 30 days of receipt if work is to continue. In the event invoices are not paid in a timely manner, the Law Firm will be forced to cease work and/or withdraw from representing Client in connection with this matter. In addition to the fees, expenses and any interest that may be imposed on past due accounts, Client will also be responsible for costs and expenses (including legal fees) of collection. If the Village has any questions or comments concerning the services provided or charges during the course of the Law Firm's representation, I encourage you to bring them to my attention immediately so that any problems may be resolved expeditiously.

Please signify your agreement to the arrangement for legal services described in this letter by returning a signed copy of this engagement letter (fax or e-mail is acceptable) at your earliest convenience. I look forward to working with you.

Very truly yours,

Law Offices of Carey S. Rosemarin, P.C.

By:


Carey S. Rosemarin

ALL TERMS ARE AGREED AND ACCEPTED AS SET FORTH ABOVE:

Village of Glenwood

By: _____
Signature

Title



Contract

LAGONE PAVING & SEALCOATING, INC.
350 W. 194th STREET - GLENWOOD, IL. 60425
SOUTH SUBURBS 708-754-6450 - SOUTH WEST SUBURBS 815-464-8400
Fax -708-754-6565

Proposal submitted to	Phone	Date
Village of Glenwood	753-2400	4-01-14
Street	Job Name	
One Asselbornway	Patching	
City, State and Zip Code	Job Location	
Glenwood, IL 60425	various location	
Architect	Date of Plans	Job Phone
Patrick McAneney	pmcaneney@villageofglenwood.com	708/753-2406

We hereby submit specifications and estimates for:
Based on: 2910 sqf.

- Sawcut and remove edges.
- Regrade & compact stone.
- Install 2.5" binder
- Install 1.5" surface

Notes: -Village must provide traffic control and remove patch on main street

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Eighteen Thousand Three Hundred Fifty-Six and 00/100 (\$18,356.00)
Payment to be made as follows: Upon completion

All material is guaranteed to be as specified. All work to be completed in a workman like matter according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become as extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered Workman=s Compensation insurance.

GENERAL SPECIFICATIONS

These are general specifications for our most common services. Some or all of these services may be included in your specific proposal. There also may be differences on your proposal, which would supersede these specifications.

SEALCOATING

Prior to sealing, the entire area will be swept and cleaned of all dirt and debris with hand brooms and blowers or a sweeper truck as the particular project warrants. Oil spots that require priming will be cleaned and primed as necessary with a latex primer. Please note that areas of asphalt with severe oil saturation will not accept the coating even if primed and replacement of the asphalt may be necessary. All concrete edging will be done with fine bristle brooms to prevent splashing the sealer on the concrete. Finally, the coal tar emulsion sealer will be applied in 2 coats at a rate of 2 gallons per 100 square feet or as indicated on the proposal.

The sealer will meet all requirements of federal specification ASTM D 5727 (old RP-355e) and will be fortified with 4 pounds of Black Beauty aggregate per gallon of sealer for added skid resistance and durability. Tammax latex rubber additive will be added to the mixture at a rate of 4 gallons per 100 gallons of sealer to provide added flexibility and durability to the finished coating.

Please note that for most applications (excluding residential driveways) sealer is best applied in 2 coats. Since sealer, as with most waterborne products, does not cure properly if the coating is too thick, it is recommended that the sealer be applied in 2 separate coats thereby achieving the proper cure as well as a final film thickness equal to or greater than a 1-coat application.

Please note that sealer is not a suitable crackfilling material. The sealer will fill very minute cracks and voids; but when applied to a crack or void greater than its acceptable thickness, it will either not cure or will shrink and crack in a relatively short period of time. The only proper crackfilling material is a rubberized material specifically designed for sealing cracks

PAVEMENT MARKINGS (STRIPING)

Prior to striping, the specific areas to be painted will be cleaned as necessary of minor debris with hand brooms. The specific markings will be measured and chalk lines will be snapped as necessary. Finally, the oil base or latex paint will be applied at a rate of approximately 100 square feet per gallon per coat producing a wet film thickness of approximately 15 mils per coat. All paint used will meet or exceed Illinois Department of Transportation specifications.

GENERAL NOTES AND EXCLUSIONS

Any litigation that should arise from this contract customer shall pay all interest court cost and Attorney fees.

Exclusions - Unless otherwise stated on the proposal the following are excluded from the price quoted:

- Payment for and procurement of required permits.
- Notification to residents/tenants and removal of vehicles and/or other obstructions in the area of work.
- Multiple mobilizations.
- Removal of hazardous materials, plumbing adjustments and landscape restoration.
- Engineering work, layout work, testing of materials and testing of completed work.
- Excavation and/or undercutting above and beyond that which are indicated on the proposal.
- Location of underground utilities not located by JULIE, DIGGER or UNDERGROUND utility location services. Lagone Paving & Sealcoating, Inc. is not responsible for any damage to any non-located utilities when performing work authorized by the owner. Includes but not limited to site electric, detector loops and phone lines.

General notes:

- Unless otherwise indicated prices quoted are based upon performing work during normal working hours Monday through Friday excluding holidays.
- Unless otherwise indicated all material and labor is warranted for one full year from the date of substantial completion.
- Lagone Paving & Sealcoating, Inc. is fully licensed and insured and will provide a certificate of insurance on request. The prices quoted are based on the insurance limits held by Lagone Paving & Sealcoating, Inc. on the date of the proposal. Any request to increase the limits will require an additional charge.
- Return trips to complete work caused in any way by the Owner/ Contractor, their employees, their tenants or anything under their control will incur a return trip charge.
- All job information, work instructions and/or requested changes must be conveyed to your Lagone Paving & Sealcoating, Inc. salesperson. We cannot be held responsible for problems arising from information that is not conveyed to the salesperson.
- The prices on this proposal do not cover any costs due to unforeseeable existing conditions Additional costs arising from unforeseeable conditions will be charged to the contractor/owner or the signer of the proposal.

ASPHALT PATCHING ~ SKIN

The areas to be patched will be cleaned and primed. The areas will then be resurfaced with bituminous plant mix asphalt at a finished compacted thickness as listed on the proposal. Please note that the edges of each patch will be feathered in to the existing asphalt.

ASPHALT PATCHING - REMOVE AND REPLACE

The areas to be patched will be sawcut as necessary and the broken asphalt will be removed to the depth indicated on the proposal. The stone base will be inspected to insure it's integrity, regraded and compacted. The vertical edges of the patch will be primed, and the areas will be patched with bituminous plant mix asphalt.

Unless otherwise indicated the pricing will not include repairing the stone base and/or additional depth patching. If a problem with the stone base exists, the owner/contractor will be notified and given a quotation to repair the problem. If additional depth patching is required due to unforeseen conditions (e.g. thickness of the existing asphalt is greater than thought), an additional charge of \$0.50 per square foot for each additional inch of depth that is required will be charged. A lessor or greater charge amount may be listed on your proposal and would supersede the amount shown here

CRACKFILLING

Cracks 1/4 inch in width and greater will be routed to a width and depth of 1/2 inch and cleaned of all dust and debris with a compressor providing a minimum of 100 PSI and 185 CFM. Routing and cleaning of the cracks is a vital part of the process, as the crackfill material needs a properly prepared and cleaned reservoir so that it will bond with the asphalt sides of the crack and remain in the crack. The cracks will then be filled with rubberized hot tar crack sealant. The cracks will be slightly overfilled and relieved of excess material by striking off the excess forming a band on either side of the crack. This method is recommended by the manufacturer and ensures that the proper amount of material is poured into the crack while preventing an excess that might lead to the material being pulled from the crack by snow plow blades, stationary power steering turns, etc. Please note that as the material cools it will contract slightly leaving a meniscus or slightly beveled effect in the crack. This is not a problem with the material and is desired, as there is a risk of the material being pulled from the crack if it is flush or slightly raised. Please see your proposal for the actual quantity of cracks to be filled. Filling of additional cracks would incur an additional charge.

The crackfill material will meet all requirements of federal specifications AASHTO M 173 and ASTM D 3405 and will be heated in an oil-jacketed double boiler with thermostatic controls and mechanical agitation. Please note that areas of asphalt that are alligatored will not be filled as that asphalt condition warrants replacement patching and filling those cracks is not cost effective. Please also note that crackfilling is a functional maintenance procedure and is not an aesthetic remedy for unsightly cracks. Sealcoating over the crackfilling material will hide the material for a short period of time, but the cured sealcoat material is a rigid coating and will eventually flake off the flexible crackfill material over time. Although the sealcoat and crackfill materials are both black, they are different shades of black; therefor in time you will be able to plainly see the crackfill material even after sealcoating the asphalt

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____