

NOTICE OF REGULAR VILLAGE BOARD MEETING AND AGENDA

VILLAGE OF GLENWOOD

The Regular Meeting of the Board of Trustees of the Village of Glenwood will be conducted by telephone conference at 7:00 p.m. on Tuesday, June 16, 2020. Pursuant to Governor Pritzker's March 16, 2020 Executive Order 2020-07 which suspends the in-person requirements of the Open Meetings Act, this meeting is intended to be conducted by telephone conference utilizing the following:

Call-In Number: 1 (312) 626-6799 Meeting ID: 894 1243 7595 Password: 008558

Public Participation and Comments: Members of the public or media wishing to monitor and/or participate in the Regular Meeting may monitor and/or participate in the Meeting by the Call-In Number, Meeting ID and Password set forth above.

The Agenda for the Meeting is set forth on the following pages:

**BOARD OF TRUSTEES MEETING
TUESDAY, JUNE 16, 2020
7:00 P.M.
AGENDA NO. 2020-6-02**

CALL TO ORDER BY

Mayor Ronald J. Gardiner

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK

Dion Lynch

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

PRESENTATION OF MINUTES OF BOARD MEETING JUNE 2, 2020

TREASURER'S REPORT

Toleda Hart

1. Bills Payable Corporate in the amount of \$122,750.89, Sewer & Water \$91,552.34, MFT \$1,063.90, Glenwood Concert Fund \$250.00, Glenwoodie Golf Course \$24,269.85, TIF Industrial Park \$48.75, TIF Halsted South \$105,755.82.
TOTAL ALL FUNDS \$345,691.55.
2. Payroll as of the date June 5, 2020, Corporate in the amount of \$114,277.00, Glenwoodie in the amount of \$16,386.00, Sewer & Water \$13,322.00, Paid-on-Call Firefighters \$27,332.00, Elected Positions \$5,833.00.
OVERTIME: Police \$1,102.00 (\$0 of Police Overtime is reimbursable), Sewer & Water \$2,975.00, Public Works 1,602.00, Fire Department: \$88.00.
TOTAL PAYROLL \$182,917.00.

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

COMMUNICATIONS

MAYOR'S OFFICE:

1. Discussion of Fee Schedule
2. Approval of Request for Executive Closed Session under Section 2 (c) (1) Personnel with action to be taken and reason to reconvene at the end of the meeting

ATTORNEY'S REPORT

John Donahue

1. Approval of an Ordinance, Amending Article XIX of Chapter 22 of the Village of Glenwood's Code of Ordinances entitled "Vacant Buildings" and replacing it, in its entirety with a new Article XIX entitled, "Registration of Foreclosure Mortgages and Vacant Property"
2. Approval of an Agreement between Village of Glenwood, Illinois and Property Registration Champions, LLC
3. Approval of an Ordinance amending: (1) Section 26-803 of the Village's Code of Ordinances titled "Crime Free Housing Addendum"; and (2) Section 26-812 of the Village's Code of Ordinances, titled "Nuisance Residential Rental Property"

VILLAGE ADMINISTRATOR

Brian Mitchell

ENGINEER'S REPORT

David Shilling

DEPARTMENT REPORTS:

A. Finance
Report

Linda Brunette

B. Police
Report

Chief Derek Peddycord

C. Fire/Building

Chief Kevin Welsh

1. Approval of the lowest responsive bidder for the roof replacement on 18419 thru 18441 Halsted Street
2. Authorization to seek quotes for miscellaneous brick work at 18419 thru 18441 Halsted Street
3. Report

BOARD MEETING AGENDA
June 16, 2020
Page 2

- D. Public Works
1. Approval of Wood Chip Giveaway
2. Report

Harrison Maddox

- E. Glenwoodie
Report

Phillip Robbins

- F. Senior Programs/Park Programs
Report

JoAnne Alexander

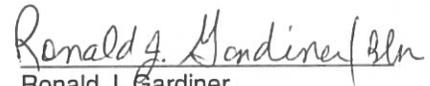
NEW BUSINESS

OLD BUSINESS
IT Services

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,


Ronald J. Gardiner
Village President

Posted and distributed 06/12/20

MINUTES OF THE REGULARBOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS
HELD AT THE VILLAGE HALL JUNE 2, 2020

The June 2, 2020 Remote Participation Board Meeting was called to order at 7:00 PM by Village President Ronald J. Gardiner telephonically, who led the audience in the Pledge of Allegiance.

The June 2, 2020 Regular Board meeting was conducted telephonically due to the Covid-19 virus as well as the Governor JB Pritzker, stay at home order.

ROLL CALL: Upon Roll Call by Village Clerk **Dion Lynch**, the following Trustees responded: **Beckman, Clark, Dawson, Hadnott, Styles, Winston**

ALSO IN ATTENDANCE: **Brian Mitchell**, Village Administrator; **John Donahue**, Village Attorney; **Chief Kevin Welsh** Fire/Building; Finance Director, **Linda Brunette**; **JoAnne Alexander**; Senior Center Park Programs; **Toleda Hart**, Village Treasurer; Police Chief **Derek Peddycord**; **Dave Shilling**, Village Engineer; **Phillip Robbins**, Glenwoodie.

PRESENTATION OF MINUTES: 1.) **Motion to Approve Special Board Meeting Minutes of April 29, 2020**

Trustee: Beckman moved; **Second by Trustee Dawson** to accept the Motion as read.

Discussion: No Discussion

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

2.) **Motion to Approve the Regular Board Meeting Minutes for May 19, 2020**

Trustee: Styles moved; **Second by Trustee Clark** to accept the Motion as read

Discussion: No Discussion

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

TREASURER'S REPORT:

1). **Motion to Approve Bills Payable as presented by the Village Treasurer Toleda Hart.**

Corporate Fund: \$108,027.79; **Sewer & Water Account** \$134,861.67; **TIF Industrial Park;** Storm Sewer \$247.00; **Glenwoodie Golf Course:** \$22,949.35; **TIF Halsted South** \$1,030.03; **Motor Fuel** \$186.00.

TOTAL ALL FUNDS: \$267,054.84

Trustee: Clark moved; **Second by Trustee Beckman** to accept the Motion as read.

Discussion: Trustee Winston asked, about an expenditure under sewer and water that totaled \$14,000.00. **Director Maddox** replied, that was the restoration for damage done to concrete work during the winter. Curbs, driveway apron, sidewalk from water main breaks.

Upon Roll Call: Ayes: 4 Naes: 2 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Styles, Winston

Naes: Dawson, Hadnott

Recues:0

Absent:0

Abstain: 0

Motion Approved: Yes

2) **Motion to Approve Payroll as of the date, May 22, 2020 as presented by Village Treasurer Toleda Hart**

Corporate: \$117,477.00; **Glenwoodie:** \$14,157.00 **Sewer & Water:** \$14,829.00; **OVERTIME:** Police: \$2,576.00 (\$0 of Police Overtime reimbursable); **Sewer & Water:** \$765.00; **Public Works** \$412.00. **TOTAL PAYROLL:** \$150,216.00.

Trustee: Dawson moved; **Second by Trustee** Styles accept the Motion as presented.

Discussion: Trustee Styles asked, Trustee Hadnott why he continues to vote no when we are trying to pay bills. Trustee Hadnott stated, I would be happy to explain. Every of two weeks we vote to spend hundreds of thousands of dollars and millions of dollars a year. We don't have any say so in how the money is spent, we spend money on the Plaza with no plan we refuse to cut any expenses or Employees. We are spending money at a reckless rate, with many obstacles in front of us. We have so many obstacles in front us, and until we address those problems, and we have input into the budget and payroll and things that we should have input into. I will continue to vote no to spend tax payer money until it's done so responsibly. Trustee Styles replied, that answer my question but I disagree with your position.

Upon Roll Call: Ayes: 5 Naes:1 Recues:0 Absent:0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Styles, Winston

Naes: Hadnott

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

No One Approached

OPEN TO THE PUBLIC:

COMMUNICATIONS:

MAYOR'S OFFICE:

1) Crime Free Housing Ordinance

Trustee Hadnott stated, I would be happy to head up this Committee and other Committees that I believe could be impactful. I have been a Landlord in the Southland for over 30 years and I believe my experience could prove to be beneficial as well as making our Ordinance a model for the Southland. Mayor Gardiner replied, we also need all the

2.) Updates to the Village Website for Glenwood Businesses.

Mayor Gardiner stated, -we are going to be updating website with all the Businesses in Glenwood. So, they could have a presence on the Website from our perspective.

Trustee Hadnott stated, I talked to VA Mitchell about having a monthly business highlighted on the Website. I took the opportunity to talk with Landauer, I forwarded onto Mr. Mitchell so we could get started with them, every month we could do a Business of the month. **Mayor Gardiner** replied, I would be happy to look into that.

Approval of Request for Executive Closed Session under Section 2 (c) (1) Personnel and Section 2 (c) (11) Litigation with action to be taken and reason to reconvene at the end of the meeting

Trustee: Beckman moved; **Second by Trustee Styles** to accept the Motion as read.

Discussion: **Trustee Winston** motioned to table the Personnel portion, unless it's a discipline issue. Motion died for lack of second.

Upon Roll Call: Ayes: 5 Naes:1 Recues:0 Absent:0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles,

Naes: Winston

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ATTORNEY REPORT

Approval of and Authorization for the Village President to execute, a release of the Villages Mortgage on West Side property PIN 32-09-102-029-0000.

Trustee: Hadnott moved; **Second by Trustee Dawson** to accept the Motion as read.

Discussion: No Discussion

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Consideration and Approval of the Settlement of Pending Litigation (Item discussed in Executive Session).

3.) Consideration of a US Bank's offer for the Villages release of 1996 CDBG Lien on property located at 348 Arquilla.

Trustee: Dawson motioned, to Accept the Full Amount;
Second by Trustee Clark to accept the Motion.

Discussion: Trustee Dawson stated, I suggest we say no, we won't know what the property will sell for. I believe the full amount is fair. Trustee Hadnott stated, the property is listed for \$59,900.00 it is pending, a contract was written on May 4th 2020 probably getting close to a closing which is why they contacted Glenwood. I suggested to John we counter their 20 and meet them half way. Trustee Dawson stated, why would we give the bank a break on money we are owed, due on a house that we have investment in? Attorney Donahue replied, it's important to know, this money did not come out of the pocket of the Village but rather grants from the County. Trustee Beckman stated, can I note that if we are going to discuss negotiations, we do it in Private session not on an open line. Trustee Hadnott asked, how were they able to refinance this house five times in 20 years and not pay us off? Attorney Donahue replied, good question, my only answer would be, when you look at Lien documents, the CDBG is only to be paid upon transfer of the property.

Upon Roll Call: Ayes: 6 Naes: 0 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

VILLAGE ADMINISTRATOR:

VA Mitchell stated, today I was on an update call with the Governor's office. He is now reporting on Phase 4. This takes us into another layer to be able to open a little bit more. Phase 4 also allows our Businesses an opportunity to thrive on a larger scale than what they are doing now. On my direction the Police Chief, Fire Chief and Public Works were out assisting and deploying staff to help secure the Village as looting was on the rise. There was no threat to the Village, but it was great to be prepared, we are monitoring the

situation hourly as well as communicating with our neighbors. Village Hall is back open for business, we do have protective measures in place, we ask everyone wear mask and practice social distancing. VA Mitchell then by thanked the Village and Trustees whom participated in the mask give away. There will be a drive by graduation on June 5th at Glenwoodie. VA Mitchell then presented the Mayor with flowers from the Glenwood nursing and Rehab center for the Villages assistance with giving the Residents a welcome back. **Trustee Dawson** asked, how many additional Employees did we have out on Sunday night? Public Works we had four including the Director. Administration it was just myself. Fire and Police Chiefs will give their exact totals that were called in. **Trustee Dawson** then asked, from this point forward are we having any Employees stay beyond this point? VA Mitchell replied, at this point with Public Works no, Fire and Police continue to have barricades out but will reduce to just offers on street who are regularly scheduled. **Clerk Lynch** then expressed appreciation on behalf of Residents whom live on Rainbow Dr. that were grateful for the Villages quick response to protect the Village during what could have been a riot/looting. **Trustee Dawson** also thanked the Emergency Services for their quick response as well. **Trustee Winston** stated, can we wrap up the accolades, I appreciate the comments of appreciation but we have a long agenda. **Mayor Gardiner** also thanked Emergency Services, VA Mitchell and Public Works for their hard work during the situation

ENGINEER'S REPORT:

Grant Opportunities-

- 1.) Regional Economic Development Grant for the Plaza would go towards the South end. The Shovel ready grant could be applied towards rehab the exiting Plaza building. Those are first come first served approved basis. **Trustee Winston** asked, what are the chances there are anymore CDBG grants from 1996? Is there anything out they're like that? which would help keep rates low, and keep houses looking beautiful. **Engineer Shilling** stated, because we are in Cook County, those grants come directly from Cook County. There may be some capital improvement grants available but at this time I don't know of any. **Trustee Winston** offered his assistance if he needed. **Trustee Beckman** stated, is Chicago Heights, Glenwood Rd intersection they started taking it down but it's kind of stagnant now what's going on? **Mayor Gardiner**, replied, they are moving forward with the project in two weeks. **Trustee Dawson** stated you are moving forward with that retaining wall; can you give us an update. **Engineer Shilling** replied, we are still going back and forth with the County so the Village does not have to pay that extra cost for demolition. As well as the 25% of the grant that IMEA does not cover. **Trustee Dawson** asked have they been responsive? **Engineer Shilling** replied yes.

FINANCE:

Director Brunette stated, we are currently working on year end and month end. Drop box is still available for use although we are open. **Trustee** Dawson asked, as of April 29th we were out of our fiscal budget. Any plans or talks of bringing that to Trustees? Also, are we making some reductions to our budget. **Director** Brunette replied, we did a pre-budget and when COVID came it required it to be re-reviewed. **Trustee** Hadnott asked, are we aware the Assessor has agreed to reduce homeowners and Condo Owners taxes in the Southland Area by 8 to 12 percent. **Director** Brunette replied, yes, we reviewed that information and it is a part of the revision we need to also look at for the pre-budget.

FIRE BUILDING:

Approval of an Ordinance regulating Food Trucks.

Trustee: Winston moved; **Second** by **Trustee** Beckman to accept the Motion as read.

Discussion: **Trustee** Hadnott asked, just wondering if we can copy any State or County Ordinance that have a Food Truck Ordinance **Chief** Welsh replied, we took some language out of the City. Majority of the preparation came from the City of Chicago Ordinance, we found there were very little communication about the Food Trucks on the books anywhere. **Trustee** Dawson then asked, what about a holding tank for water storage if they are not hooked up to a water supply. **Chief** Welsh replied there is an ability to use NSF tank for hot water. The discharge and water tank language is in there. **Trustee** Dawson stated it also didn't state about a release valve based on its component, especially since it has a pressure system. We also need to have propane language or generators. **Trustee** Winston stated, there are a food trucks operating without a license, isn't this something we can pass then make the amendments later. **Trustee** Dawson stated, if it were not a health and safety concern I would agree, but because it is I think we can wait a little longer. This will affect the person currently requesting a license and those after, those currently with food trucks can operate normally, so not approving today won't hurt anyone.

Trustee Dawson motioned to table, **Trustee** Hadnott second the motion.

Upon Roll Call: Ayes: 4 Naes: 2 Recues: 0 Absent: 0 Abstain: 0

Ayes: Dawson, Hadnott,

Naes: Beckman, Clark, Hadnott, Styles

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: No

Trustee: Styles moved; **Second by Trustee** Clark to accept the Motion as read.

Discussion: Trustee Hadnott asked about doing CPR Classes, Chief Welsh replied those were set to roll out the third week in March we communicated with the Homeowners groups and had to suspend all of that for now, we will probably start in the Fall when we resume the program for 8th grade Students. Trustee Winston asked about Park Street houses, Chief Welsh replied, we are working daily with County, and IEMA to finish acquisition. We hold title to four of those houses.

Upon Roll Call: Ayes: 4 Naes: 2 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Winston, Styles

Naes: Dawson, Hadnott

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

PUBLIC WORKS:

Director Maddox stated, we are working on an ongoing area in Ingleside in the Brookwood Point area. Last weekend we responded to some pretty bad flooding, staff was able to mitigate and eliminate the issue. Street sweeping is scheduled for the 22nd of June. LMO report for 2018-2019 was submitted today.

GLENWOODIE:

Phil stated this past Friday we opened up with foursomes, outside dining, as well as the range, weather permitting. Range is 14 people max. Hopefully with phase four moving in, things will open a little bit more. We were able to generate quite a bit of revenue this weekend. We do have a few banquet rentals on hold, were hoping to be able to generate something by at least September.

SENIOR/PARK PROGRAMS:

Seniors in Glenwood all appear to be doing well based on wellness checks and Facebook. Despite Covid-19 we have seen a large amount of purchase of Vehicle Stickers. Parks Dept. we are waiting for the next phase to transpire before we open the Parks scheduling commitments.

NEW BUSINESS:

Trustee Hadnott stated, he would like to go RFP for Auditor. We have paid 75-90k for the Audit services as opposed to other Villages that are significantly lower between 60-65k yearly.

OLD BUSINESS:

Approval of an Ordinance amending Chapter 2 "Administration" of Glenwood Code of Ordinance to add New Articles VII and VIII addressing the Finance and Golf Committees

Trustee: Dawson moved to table; **Second by Trustee** Winston to accept the motion.

Discussion: **Trustee Hadnott** stated, he would like to add a connotation to the Ordinance, which is the Trustee member will only serve as a Liaison and not be able to vote. **Attorney Donahue** stated, the language that **Trustee Hadnott** requested is in the language. **Trustee Hadnott** apologized and stated he must have overlooked that, as such he changed his motion to accept it as originally presented. **Trustee Winston** stated, the Finance committee should be 9 not six members. Also, I want to strike where it says any resident or elected Official should not serve on any other Committee. Lastly if they are on the committee, they should be able to vote as well as not have a term limit, but should be rotated. **Trustee Hadnott** stated I don't understand why we can't accomplish a simple goal of voting, we've been waiting for 8 months. I don't understand why we need to table, there is no reason for us to not be on any Committee, The Chair should be assigning a **Trustee** to each Committee.

Upon Roll Call: Ayes: 2 Naes: 4 Recues: 0 Absent: 0 Abstain: 0

Ayes: Clark, Dawson

Naes: Beckman, Hadnott, Styles, Winston

Recues: 0

Absent: 0

Abstain: Clark

Motion Approved: No

Trustee Hadnott moved, **Seconded by Trustee Dawson** accepted the motion as presented.

Upon Roll Call: Ayes: 3 Naes: 4 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Dawson, Hadnott

Naes: Clark, Styles, Winston, Mayor Gardiner

Recues:0

Absent:0

Abstain: Clark

Motion Approved: No

Pro Champs -Property Foreclosure

Trustee: Hadnott moved; **Second by Trustee** Styles to accept the Motion as read.

Discussion: **Trustee** Winston stated, I don't know how we are approving this when we are creating a Ordinance for one Business. **Stan** from Pro-Champs stated, we are a sole vendor, there is no other Vendor like us in the United States. We are the only sole provider. **Trustee** Winston stated we will create an Ordinance for you to be paid. **Stan** replied, we provided information to staff so they can eliminate Zombie house in the Village. We also help your code and Building Dept. to identify violations with those properties. Lastly, you we charge you \$100.00 we don't set the fee, you do. We are not retaining all the money. Rather than take it out of the budget, we are making the Banks pay. **Trustee** Hadnott stated I mentioned before, the Village of Homewood will collect \$68,000.00 if we aren't going to cut cost, we surely need to increase revenue. **Trustee** Beckman stated, is the pricing etched in stone> **Stan** replied our fee is, the Village fee can be changed at your discretion. **Stan** then replied, we project the revenue for Glenwood to be \$80,000.00. **Trustee** Clark suggested we make the fee \$300.00

Upon Roll Call: Ayes: 5 Naes: 1 Recues: 0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles

Naes: Winston

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Approval of IT Services Contract with RWK IT Services.

Trustee: Hadnott moved; **Second by Trustee** Styles to accept the Motion as read.

Discussion: **Trustee** Styles stated we do realize if everyone votes for this, we will be giving away \$20,000.00 to satisfy Adam Winston's issue with Heritage. **VA** Mitchell stated, just wanted to provide clarity from a question from a Trustee. I spoke with Ashley this does encompass taking care of our phone system.

Upon Roll Call: Ayes: 4 Naes: 3 Recues: 0 Absent: 0 Abstain: 0

Ayes: Dawson, Hadnott, Winston

Naes: Beckman, Clark, Styles, Mayor Gardiner

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

Trustee Hadnott stated how can e vote to make them our provider then vote against them? **Mayor** Gardiner replied, Trustees can vote how they choose. **Trustee** Hadnott stated this is a potential lawsuit. **Attorney** Donahue replied, the law is quite clear for municipalities, a vote of the Board determines either the pass or failure of an item. **Trustee** Hadnott asked is this an attempt to keep Heritage for as long as possible. **Trustee** Dawson have concerns been given to VA Mitchell or RWK before the meeting? We are going to be without support if we move forward. VA Mitchell stated, the only thing I can say is that it's not that terms have been sprung on me, I don't control the vote my job is t be sure the contract is solid and meets our needs. **Trustee** Dawson asked, VA Mitchell if Trustee Beckman unhappiness with the fee discussed prior to today or was it sprung on all of us today? **Mayor** Gardiner replied, I believe it was discussed at the last meeting. **Trustee** Hadnott stated this border Bid rigging and to the level of illegal. **Trustee** Dawson asked, where do we go from here?

OPEN TO THE PUBLIC:

Miriam Slaughter

Stated, she had a list of question but is angry from the IT vote. She then asked how in good faith can all those who voted no do so. What about what the Citizens want? When I put my Bank information in I want to be safe. She then asked when will letter from third party come out. Linda replied, August. She then asked how many food trucks do

we have in Glenwood? Mayor Gardiner replied, 2 with one coming. Why couldn't the Board vote last week with adjustments, when you were able to do it today on an Ordinance. **Trustee** Styles replied, John Donahue did not have the same contract that the Board had. **Trustee** Hadnott replied, because RWK did not donate to Greater Glenwood Party. **Mayor** Gardiner replied, Heritage Technology did not donate to the Greater Glenwood Party.

Trustee Hadnott stated, Homewood Disposal and Robinson Engineering did. She then asked when will the budget be ready. **Linda** replied it will go out tomorrow. Miriam then asked, what grocery store is coming to the Plaza? **Mayor** replied nothing has been finalized yet. She concluded how was the free CPR classes marketed to the Residents? **Mayor** Gardiner replied, it was for the Students, **Chief** Welsh is not here. He did indicate it was communicated to the Homeowners. She then asked can we have official communication come from the Village. If we are looking to change for Insurance Companies we need to go to Bid now.

Mrs. Hadnott

I am very disappointed on the vote for RWK today, it does not matter what the Village likes, its best for the Village. As I helped to get my Husband in office, I will help to get other Trustees in Office who have best interest for the Village not personal vendetta. I don't know why Trustee voted no this time that voted yes this time. I will be working to get individuals from the Greater Glenwood Part out of office.

Genosa Fields

Expressed concern about Glenwood streets, we have families that have cars that don't have space. I have little cars show up and park in front of my property. They are blocking my business, **Chief** Peddycord replied, I will have Officer assess the situation, if they are parked legally, we can't do anything, if they are violating anything we can ticket them.

Jesse Flowers

Who is the person anointing people to be in charge of the Forest Homeowners Association? Or anyone saying we will go by Direction of a certain person. **Trustee** Dawson stated If you want me to work with you to establish a Committee, I would be willing to help you organize.

Motion to Adjourn into Closed Session

Trustee: Dawson moved; **Second** by **Trustee** Clark to accept the Motion as presented.

Discussion: No

Upon Roll Call: Ayes:6 Naes:0 Recues:0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

MOTION TO ADJOURN

Trustee: Styles moved; **Second by Trustee** Beckman to accept the Motion as presented.

Upon Roll Call: Ayes:6 Naes:0 Recues:0 Absent: 0 Abstain: 0

Ayes: Beckman, Clark, Dawson, Hadnott, Styles, Winston

Naes: 0

Recues: 0

Absent: 0

Abstain: 0

Motion Approved: Yes

ADJOURNMENT:

The June 2, 2020 Board Meeting adjourned at 9:00 PM.

Dion Lynch, Village Clerk

ACS FINANCIAL 14:14:09 Schedule of Bills by (Fnd/Dpt) VILLAGE OF GLENWOOD
06/11/2020 GL050S-V08.11 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 061620 COMMENT... BOARD MEETING 06/16/2020

DATA-JE-ID DATA COMMENT

W-06162020-013 BOARD MEETING 06/16/2020

Run Instructions:

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

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
BALANCE SHEET					
CHRIS BRITO 16 N. PINE ESCROW RETURN	1,000.00	BUILDING REPAIR ESCROW	01.000.2132	197736 06/05/2020		P 013 00029
COLONIAL LIFE COOPER/PERRY	257.42	VOLUNTARY EMPLOYEE DED	P 01.000.2119	197649 44786240508500		P 013 00037
FIDELITY SECURITY LIFE JUNE 2020	834.92	VOLUNTARY EMPLOYEE DED	P 01.000.2119	197660 164351184		P 013 00067
LA DWEENA SMITH ESCROW RETURN 18 E. CLAR	200.00	BUILDING REPAIR ESCROW	01.000.2132	197703 05/22/2020		P 013 00089
LOCAL #681 MAY UNION DUES	116.00	VOLUNTARY EMPLOYEE DED	P 01.000.2119	197702 05/29/2020		P 013 00095
PATRICK JOYCE ESCROW RTN. 816 WESTWOOD	500.00	BUILDING REPAIR ESCROW	01.000.2132	197748 06/04/2020		P 013 00129
TOIA KEITH ESCROW 731 PALM DRIVE	2,000.00	BUILDING REPAIR ESCROW	01.000.2132	197789 06/08/2020		P 013 00156
TWO BROTHER'S CONSTRUCTI ESCR. RETURN 129 N. PINE	2,000.00	BUILDING REPAIR ESCROW	01.000.2132	197753 06/04/20		P 013 00157
OTHER INCOME	6,908.34				
JADA MANSON 7/11 REFUND HICKORY BEND	150.00	FACILITY RENT	01.089.8740	197686 06/03/2020		P 013 00085
ADMINISTRATION	150.00				
BLUE CROSS BLUE SHIELD JUNE 2020 REBILL	2,734.48	GROUP INSURANCE AND HOSP	01.100.9160	197726 06/01/2020 2		P 013 00018
C.O.P.S. TESTING SERVICE CADAGIN/JOHNSON CADIGAN	610.00 450.00 1,060.00	POLICE AND FIRE COMMISSI POLICE AND FIRE COMMISSI *VENDOR TOTAL	01.100.9189 01.100.9189	197733 105922 197734 105919		P 013 00024 P 013 00023

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
ADMINISTRATION						
COEO SOLUTIONS LLC JUNE 2020	109.32	TELEPHONE	01.100.9120	197728 1035678		P 013 00032
COMCAST 8771 40 050 0018256	2.11	COMPUTER-PROGRAMS & EQUI	01.100.9634	197729 05/21/2020		P 013 00042
CURALINC LLC JULY AUG. SEPT. 2020	504.00	GROUP INSURANCE AND HOSP	01.100.9160	197651 14186		P 013 00048
DONAHUE & ROSE PC MARCH 2020	10,335.00	LEGAL SERVICES	01.100.9151	197738 34		P 013 00053
HOMWOOD DISPOSAL SERVIC MAY 2020	51,400.17	HOMWOOD DISPOSAL	01.100.9888	197742 7001320		P 013 00081
ILLINOIS STATE POLICE 04461	28.25	POLICE AND FIRE COMMISSI	01.100.9189	197763 04/30/2020		P 013 00082
INSURANCE PROGRAM TORY BRIDGEFORTH	301.00	LIABILITY INSURANCE	01.100.9171	197669 131368		P 013 00083
JOHN MC KINLEY CAR REPAIR 2006 HONDA	764.12	LIABILITY INSURANCE	01.100.9171	197788 06/10/2020		P 013 00086
ROBINSON ENGINEERING,LTD GL 2020 MISC. EGRG.	548.00	ENGINEER SERVICES	01.100.9685	197700 20050148		P 013 00144
THE TIMES OF NW INDIANA SPRING/SUMMER NWSLTR.	1,895.00	NEWS LETTER	01.100.9132	197752 17060036677		P 013 00154
ULINE TISSUE PAPER AND BAGS	352.71	MISCELLANEOUS	01.100.9891	197754 120185174		P 013 00158
PUBLIC WORKS	70,034.16				
AIRGAS NORTH CENTRAL , I REFILLS	31.09	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	197723 9970998318		P 013 00003
AL WARREN OIL CO. INC. FUEL	885.40	GAS AND OIL	01.300.9210	197725 W1314541		P 013 00006

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
PUBLIC WORKS						
COM ED 0612091034 0283059209	837.86 746.59 1,584.45	ENERGY STREET LIGHTING ENERGY STREET LIGHTING *VENDOR TOTAL	01.300.9221 01.300.9221	197730 06/01/2020 197731 05/04/2020		P 013 00039 P 013 00038
COMCAST 8771 40 050 0136801	245.20	UTILITIES	01.300.9180	197646 05/27/2020		P 013 00044
DMC SECURITY SERVICES IN PUBLIC WORKS DEPT.	82.50	CONTRACT SERVICES	01.300.9020	197653 288400		P 013 00049
ELMORE'S LAWN CARE SERVI 05/25/2020 WEEK OF 05/18/2020	2,086.54 1,223.67 3,310.21	LAWN CARE SERVICES LAWN CARE SERVICES *VENDOR TOTAL	01.300.9021 01.300.9021	197739 377 197740 378		P 013 00062 P 013 00064
FOREVER GREEN LAWN CARE EARLY SPRING APPLICATION	92.70	MAINT - MUNICIPAL GROUND	01.300.9441	197661 357880		P 013 00069
GALLAGHER MATERIAL CORP N50 SURFACE COLD PATCH	472.78	STREETS SIDEWALKS & ROAD	01.300.9460	197662 14904		P 013 00071
GEORGE DORIA WELDING FABRICATE EXT. FOR SKID	328.18	REPAIR & MAINTENANCE-VEH	01.300.9420	197663 325873		P 013 00073
MENARDS SAWBLADE CUP HOOKS ACRYLIC SHEET/SCREWS SUPPLIES ACRYLIC SHEETS/SCREWS	6.99 24.16 209.04 176.50 84.69 501.38	REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B *VENDOR TOTAL	01.300.9430 01.300.9430 01.300.9430 01.300.9430 01.300.9430	197674 86069 197675 86041 197677 85974 197678 86231 197680 85686		P 013 00102 P 013 00101 P 013 00100 P 013 00104 P 013 00099
MINER ELECTRONICS CORP. 2020 SILVERADO	2,464.00	PURCHASE OF VEHICLES	01.300.9684	197747 270081		P 013 00110
RHOMAR INDUSTRIES INC SEWER OPENER	541.61	REPAIR & MAINTENANCE-VEH	01.300.9420	197696 96920		P 013 00136
ROBINSON ENGINEERING, LTD GL 2019 RESURFACING CE	11,189.00	ENGINEERING SERVICES	01.300.9685	197697 20050146		P 013 00141
ROSE PEST SOLUTIONS QUARTERLY SERVICE	337.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	197785 2522741		P 013 00145

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
PUBLIC WORKS							
ROSE PEST SOLUTIONS MONTHLY SERVICE	384.60 721.60	REPAIR/MAINT MUNICIPAL B *VENDOR TOTAL	01.300.9430	197786	2522742		P 013 00146
RUSH TRUCK CENTER M14	823.18	REPAIR & MAINTENANCE-VEH	01.300.9420	197743	3019452919		P 013 00148
SWIFT SAW & TOOL SUPPLY HEX NUT AND BOLTS	56.90	PURCHASE-GENERAL TOOLS/E	01.300.9550	197707	E0878		P 013 00151
UNIFIRST CORPORATION MATS	92.57	REPAIR/MAINT MUNICIPAL B	01.300.9430	197711	160 0197092.		P 013 00159
	23,422.75						
PARKS							
FOREVER GREEN LAWN CARE EARLY SPRING APPLICATION	1,884.90	MAINT - MUNICIPAL GROUND	01.400.9441	197661	357880		P 013 00068
	1,884.90						
POLICE							
AL WARREN OIL CO. INC. FUEL	1,870.70	GAS AND OIL	01.500.9210	197725	W1314541		P 013 00007
AT & T 708 753-2449 816 6 708 753-2449 816 6	51.40 257.27 308.67	TELEPHONE TELEPHONE *VENDOR TOTAL	01.500.9120 01.500.9120	197637	04/30/2020 A 197638 05/01/2020		P 013 00010 P 013 00012
CHEVROLET OF HOMEWOOD 2017 CHEVY TAHOE	559.95	REPAIR & MAINTENANCE-VEH	01.500.9420	197647	277393/1		P 013 00027
COEO SOLUTIONS LLC JUNE 2020	109.32	TELEPHONE	01.500.9120	197728	1035678		P 013 00033
DONAHUE & ROSE PC 03/03/20 TRAFFIC COURT	600.00	LEGAL SERVICES	01.500.9151	197656	35		P 013 00059
KIESLER'S POLICE SUPPLY, EQUIPMENT	190.40	RANGE USAGE/AMMUNITION	01.500.9508	197671	IN135880		P 013 00087

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****					
POLICE							
PTS	148.20	TELEPHONE	01.500.9120	197695	2044969		P 013 00130
R&R MAINTENANCE FIRE & F 2013 INTERCEPTOR	300.00	REPAIR & MAINTENANCE-VEH	01.500.9420	197704	12262		P 013 00132
2015 EXPLORER INTERCPTR.	180.00	REPAIR & MAINTENANCE-VEH	01.500.9420	197705	12258		P 013 00131
	480.00	*VENDOR TOTAL					
ROSE PEST SOLUTIONS QUARTERLY SERVICE	124.00	REPAIR/MAINT MUNICIPAL B	01.500.9430	197787	2543412		P 013 00147
UNIFIRST CORPORATION MATS	92.41	REPAIR/MAINT MUNICIPAL B	01.500.9430	197712	160 0197093		P 013 00160
	4,483.65	*****					
FIRE							
AL WARREN OIL CO. INC. FUEL	1,007.83	GAS AND OIL	01.600.9210	197725	W1314541		P 013 00004
AT & T 708 753-2442 266 1	163.26	TELEPHONE	01.600.9120	197639	05/01/2020 A		P 013 00013
708 753-2442 266 1	32.60	TELEPHONE	01.600.9120	197640	04/30/2020 B		P 013 00011
	195.86	*VENDOR TOTAL					
AUTOZONE STORE 3554 COOLANT	42.76	REPAIR & MAINTENANCE-VEH	01.600.9420	197782	3554415407		P 013 00016
BATTERIES PLUS ALKALINE BATTERIES	8.40	REPAIR & MAINTENANCE-VEH	01.600.9420	197641	P25607424		P 013 00017
COEO SOLUTIONS LLC JUNE 2020	109.32	TELEPHONE	01.600.9120	197728	1035678		P 013 00034
COMCAST 8771 40 050 0180817	153.68	MAINTENANCE-STATION #1	01.600.9431	197650	05/23/2020		P 013 00043
8771 40 050 0000973	50.62	MAINTENANCE-STATION #1	01.600.9431	197780	06/08/2020		P 013 00045
8771 40 050 0000981	50.62	MAINTENANCE-STATION #2	01.600.9432	197781	06/08/2020 2		P 013 00046
	254.92	*VENDOR TOTAL					
DONAHUE & ROSE PC MARCH 2020	390.00	LEGAL SERVICES	01.600.9151	197738	34		P 013 00054
MARCH 2020	585.00	LEGAL FEES ZONING	01.600.9154	197738	34		P 013 00055
	975.00	*VENDOR TOTAL					

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
FIRE						
ELMORE'S LAWN CARE SERVI JUNE 5 2020 WEEK OF 5/25/2020	630.00	GRASS CUT/BOARD UP VACAN	01.600.9632	197657 06/05/2020		P 013 00061
	570.00	GRASS CUT/BOARD UP VACAN	01.600.9632	197658 05/25/2020		P 013 00060
	1,200.00	*VENDOR TOTAL				
EMERGENCY VEHICLE SERVIC FUEL SENDER	151.35	REPAIR & MAINTENANCE-VEH	01.600.9420	197659 14232		P 013 00066
HOMWOOD DISPOSAL SERVIC EXTRA PICK UP	111.65	GRASS CUT/BOARD UP VACAN	01.600.9632	197668 6985803		P 013 00080
LYNWOOD TIRE 2011 FORD EXPEDITION	50.00	REPAIR & MAINTENANCE-VEH	01.600.9420	197672 94353		P 013 00096
MENARDS SUPPLIES	27.17	MISCELLANEOUS	01.600.9891	197679 85539		P 013 00098
MGA TRUCK REPAIR SQUAD 20 1197 HME	5,680.00	REPAIR & MAINTENANCE-VEH	01.600.9420	197769 1517		P 013 00108
MIDWEST AIR PRO INC EXHAUST REPAIR	3,850.00	MAINTENANCE-STATION #1	01.600.9431	197681 13638		P 013 00109
MONARCH AUTO SUPPLY INC. AMB. 20	28.71	REPAIR & MAINTENANCE-VEH	01.600.9420	197682 6981-493877		P 013 00113
FIRE DEPT AMB 20	89.88	REPAIR & MAINTENANCE-VEH	01.600.9420	197683 6981-493806		P 013 00111
AMB 20	84.55	REPAIR & MAINTENANCE-VEH	01.600.9420	197684 6981-493858		P 013 00112
	203.14	*VENDOR TOTAL				
R&R MAINTENANCE FIRE & F 1997 FORD E-350	840.00	REPAIR & MAINTENANCE-VEH	01.600.9420	197706 12265		P 013 00133
SIDWELL COOK COUNTY MAPS	100.00	PLANNING AND ZONING	01.600.9106	197790 XT00002463		P 013 00149
SENIOR CENTER FUND	14,807.40				
AT & T 708 753-2439 524 8	82.27	TELEPHONE/INTERNET	01.800.9120	197635 04/30/20		P 013 00009
708 753-2439 524 8	16.45	TELEPHONE/INTERNET	01.800.9120	197636 05/1/20		P 013 00014
	98.72	*VENDOR TOTAL				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
SENIOR CENTER FUND		*****				
NICOR GAS 74-66-15-1000 3	18.71	UTILITIES	01.800.9180	197715 04/30/2020 A		P 013 00117
74-66-15-1000 3	93.52	UTILITIES	01.800.9180	197716 05/01/2020		P 013 00120
	112.23	*VENDOR TOTAL				
	210.95	*****				
CORPORATE FUND	121,902.15	**TOTAL FUND**				
MOTOR FUEL TAX FUND		*****				
MOTOR FUEL TAX EXPENDITURES		*****				
GALLAGHER MATERIAL CORP N50 - COLD PATCH	353.40	STREETS SIDEWALKS & ROAD	03.310.9460	197741 15030		P 013 00072
ROBINSON ENGINEERING, LTD GL 2019-2020 MFT MTNC.	710.50	ENGINEERING SERVICES	03.310.9685	197701 20050147		P 013 00142
	1,063.90	*****				
MOTOR FUEL TAX FUND	1,063.90	**TOTAL FUND**				
WATER ACCOUNT		*****				
SEWER & WATER EXPENDITURES		*****				
AL WARREN OIL CO. INC. FUEL	226.39	GAS AND OIL	10.110.9210	197725 W1314541		P 013 00005
CALUMET CITY PLUMBING 327 ARQUILLA DRIVE 327 ARQUILLA DRIVE	5,353.76 25,996.93 31,350.69	REPAIR/MAINT - SEWER SYS REPAIR/MAINT - SEWER SYS *VENDOR TOTAL	10.110.9450 10.110.9450	197783 40638 197784 40638		P 013 00025 P 013 00026
CITY OF CHICAGO HEIGHTS FEBRUARY 2020 METER 2	48,211.84	WATER PURCHASES/CHGO HTS	10.110.9608	197735 04/30/2020		P 013 00031
COEO SOLUTIONS LLC JUNE 2020	109.32	TELEPHONE	10.110.9120	197728 1035678		P 013 00035
COM ED 0143096066	124.50	UTILITIES	10.110.9180	197645 06/02/2020		P 013 00041

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****				
SEWER & WATER EXPENDITURES						
COM ED 0831121030	725.04	ENERGY FOR PUMPING	10.110.9223	197779 06/01/2020 1		P 013 00040
	849.54	*VENDOR TOTAL				
CONSTELLATION NEW ENERGY 874149	1,465.82	ENERGY FOR PUMPING	10.110.9223	197732 17570205001		P 013 00047
DMC SECURITY SERVICES IN PUMP STATION #2 KOMER PUMP STATION	66.00	CONTRACT SERVICES	10.110.9020	197652 288402		P 013 00051
	66.00	CONTRACT SERVICES	10.110.9020	197654 288401		P 013 00050
	132.00	*VENDOR TOTAL				
DONAHUE & ROSE PC MARCH 2020	146.25	LEGAL SERVICES	10.110.9151	197738 34		P 013 00056
ELMORE'S LAWN CARE SERVI 05/25/2020 WEEK OF 05/18/2020	521.64	LAWN CARE SERVICES	10.110.9021	197739 377		P 013 00063
	305.92	LAWN CARE SERVICES	10.110.9021	197740 378		P 013 00065
	827.56	*VENDOR TOTAL				
FOREVER GREEN LAWN CARE EARLY SPRING APPLICATION	200.85	MAINT - MUNICIPAL GROUND	10.110.9441	197661 357880		P 013 00070
M.E. SIMPSON COMPANY, IN 741 PALM DRIVE	45.00	CONTRACT SERVICES	10.110.9020	197744 35192		P 013 00097
MERTS HVAC LIFT STATION	435.00	REPAIR/MAINT MUNICIPAL B	10.110.9430	197745 107712		P 013 00106
METROPOLITAN INDUSTRIES, JANE ST. AND REBECCA	2,050.00	REPAIR/MAINT - SEWER SYS	10.110.9450	197746 INV017435		P 013 00107
NICOR GAS 24-77-37-1000 9	66.48	UTILITIES	10.110.9180	197690 05/29/2020		P 013 00125
31-35-27-1000 3	15.87	UTILITIES	10.110.9180	197719 04/30/2020		P 013 00115
31-35-27-1000 3	142.80	UTILITIES	10.110.9180	197720 05/01/2020		P 013 00121
	225.15	*VENDOR TOTAL				
RHOMAR INDUSTRIES INC SEWER OPENER	644.64	REPAIR/MAINT - SEWER SYS	10.110.9450	197696 96920		P 013 00135
ROBINSON ENGINEERING, LTD 2019 ANNUAL REPORT/INSP.	2,457.50	ENGINEERING SERVICES	10.110.9685	197698 20050144		P 013 00139

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****				
SEWER & WATER EXPENDITURES						
ROBINSON ENGINEERING,LTD GL 2020 MISC. EGRG. FLOOD PROTECTION ENGRG.	640.00 411.12 3,508.62	ENGINEERING SERVICES ENGINEERING SERVICES *VENDOR TOTAL	10.110.9685 10.110.9685	197700 20050148 197751 20050144 2		P 013 00143 P 013 00140
THORNCREEK MATERIAL BACKFILL	1,123.67	MAINT - MUNICIPAL GROUND	10.110.9441	197709 24207		P 013 00155
	91,552.34					
WATER ACCOUNT	91,552.34	**TOTAL FUND**				
GLENWOODIE CONCERT		*****				
OTHER INCOME						
RAY & WALLY'S TOWING RETURN OF DONATION	250.00	MISCELLANEOUS	26.089.8980	197772 06/10/2020		P 013 00134
	250.00					
GLENWOODIE CONCERT	250.00	**TOTAL FUND**				
TIF-INDUSTRIAL PARK		*****				
TIF INDUSTRIAL PARK						
DONAHUE & ROSE PC MARCH 2020	48.75	LEGAL SERVICES	60.660.9151	197738 34		P 013 00057
	48.75					
TIF-INDUSTRIAL PARK	48.75	**TOTAL FUND**				
GLENWOODIE GOLF COURSE		*****				
BALANCE SHEET						
TANYA FLORES REFUND OF 2ND PAYMENT	1,000.00	BANQUET DEPOSITS	70.000.2139	197774 06/01/2020		P 013 00152
	1,000.00					

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****				
GOLF COURSE MAINTENANCE						
ARTHUR CLESEN INC. TANK CLEANER	320.00	CHEMICALS	70.771.9225	197648 351349		P 013 00008
BONANZA SERVICE TRIMMER LINE	60.00	PURCHASE-GENERAL TOOLS/E	70.771.9550	197758 24274		P 013 00019
BTSI FERTILIZER	290.00	CHEMICALS	70.771.9225	197642 63701		P 013 00022
FERTILIZER	1,123.00	CHEMICALS	70.771.9225	197643 63679		P 013 00021
FERTILIZER	3,791.25	FERTILIZER	70.771.9741	197644 63651		P 013 00020
	5,204.25	*VENDOR TOTAL				
CINTAS SUPPLIES	116.27	UNIFORMS	70.771.9200	197760 4052323440		P 013 00030
MONARCH AUTO SUPPLY INC. OIL FILTER/OIL	295.82	GAS AND OIL	70.771.9210	197685 6981-494510		P 013 00114
NICOR GAS 00-25-20-2968 1	11.82	UTILITIES	70.771.9180	197687 04/30/2020 1		P 013 00119
00-25-20-2968 1	45.45	UTILITIES	70.771.9180	197688 05/23/2020		P 013 00124
	57.27	*VENDOR TOTAL				
TCF NATIONAL BANK TORO GROUNDMASTER	688.79	EQUIPMENT LEASE PAYMENTS	70.771.9838	197708 6537123		P 013 00153
GENERAL & ADMINISTRATIVE	6,742.40					
ACUSHNET COMPANY APPAREL	294.01	COGS-SPECIAL ORDERS	70.773.9707	197756 908953659		P 013 00001
APPAREL	2,534.91	COGS-SPECIAL ORDERS	70.773.9707	197757 908960581		P 013 00002
	2,828.92	*VENDOR TOTAL				
AT & T 708 758-1233 897 7	122.73	TELEPHONE	70.773.9120	197755 708758123305 1		P 013 00015
CHICAGO DISTRICT GOLF AS MAY 2020	720.00	DUES SUBSCRIPT. MEMBERSH	70.773.9140	197759 05/29/2020		P 013 00028
COEO SOLUTIONS LLC JUNE 2020	109.31	TELEPHONE	70.773.9120	197728 1035678		P 013 00036

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

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****				
GENERAL & ADMINISTRATIVE						
DMC SECURITY SERVICES IN GLENWOODIE GOLF COURSE	82.50	REPAIR/MAINT BUILDINGS	70.773.9430	197655 288403		P 013 00052
HARRIS GOLF CARS SALES & FLOW INDICATOR	126.70	REPAIR/MAINT GOLF CARS	70.773.9419	197761 02-259592		P 013 00077
J & M GOLF EQUIPMENT & SUPPLIES	190.80	COGS-GOLF MERCHANDISE	70.773.9701	197764 0595352-IN		P 013 00084
LIGHTHOUSE PRINTING INC. FOLDERS	759.00	PRINTING AND ADVERTISING	70.773.9109	197768 64237 2		P 013 00094
MENARDS TANK SPRAYER SUPPLIES	19.96 91.10 111.06	REPAIR/MAINT-GEN TOOLS/E REPAIR/MAINT-GEN TOOLS/E *VENDOR TOTAL	70.773.9425 70.773.9425	197676 86116 197770 86392		P 013 00103 P 013 00105
NICOR GAS 20-54-67-1809 7 20-54-67-1809 7	151.90 116.15 268.05	UTILITIES UTILITIES *VENDOR TOTAL	70.773.9180 70.773.9180	197721 04/30/2020 197722 05/01/2020		P 013 00116 P 013 00122
ORKIN EXTERMINATING MAY 2020	132.37	REPAIR/MAINT BUILDINGS	70.773.9430	197771 197353113		P 013 00126
P & W GOLF SUPPLY, LLC GOLF BALL PAILS SLOTTED TOKEN	243.94 217.42 461.36	COURSE/RANGE/SHOP SUPPLI COURSE/RANGE/SHOP SUPPLI *VENDOR TOTAL	70.773.9742 70.773.9742	197694 INV59844 197777 INV60265		P 013 00127 P 013 00128
SOUNDTRONIX, INC. NETWORK SWITCHER	1,902.00	CAPITAL IMPROVEMENTS	70.773.9829	197773 10378		P 013 00150
VILLAGE OF GLENWOOD WATE MAY 2020	198.50	UTILITIES	70.773.9180	197778 06/05/2020		P 013 00161
FOOD AND BEVERAGE	8,013.30					
GORDON FOOD SERVICE SUPPLIES SUPPLIES	96.94 14.00	KITCHEN/BAR EQUIPMENT MISC-FOOD SUPPLIES	70.775.9730 70.775.9739	197664 765209858 197665 767139678		P 013 00075 P 013 00076

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****				
FOOD AND BEVERAGE						
GORDON FOOD SERVICE FOOD SUPPLIES	957.51 1,068.45	COGS-FOOD *VENDOR TOTAL	70.775.9736	197666 202651819		P 013 00074
HELGET GAS PRODUCTS CYLINDERS	108.75	REPAIR/MAINT-GEN TOOLS/E	70.775.9425	197762 015090665		P 013 00078
HIGHLAND BAKING COMPANY JUNE 2020 DELIVERY	55.20	KITCHEN/BAR EQUIPMENT	70.775.9730	197667 0002297055		P 013 00079
KINNEY'S KLEENING MAY CLEANING	3,525.00	CLEANING SERVICES	70.775.9115	197670 4199		P 013 00088
LAKESHORE BEVERAGE DELIVERY MAY 28, 2020	490.87	COGS-ALCOHOLIC BEVERAGE	70.775.9738	197673 536007		P 013 00091
DELIVERY JUNE 4, 2020	554.04	COGS-ALCOHOLIC BEVERAGE	70.775.9738	197765 545099		P 013 00092
JUNE 4, 2020 DELIVERY	247.70	COGS-ALCOHOLIC BEVERAGE	70.775.9738	197766 545100		P 013 00093
JUNE 9 2020 DELIVERY	115.72	COGS-ALCOHOLIC BEVERAGE	70.775.9738	197767 0552448		P 013 00090
	1,408.33	*VENDOR TOTAL				
WILKENS FOODSERVICE, INC DELIVERY 5/28/20	710.16	COGS-FOOD	70.775.9736	197713 495701C		P 013 00163
DELIVERY MAY 21, 2020	129.93	COGS-FOOD	70.775.9736	197714 495223 A		P 013 00162
DELIVERY 6/5/20	391.09	COGS-NON-ALCOHOLIC BEV	70.775.9737	197775 496448A		P 013 00164
DELIVERY 6/5/20	131.40	COGS-FOOD	70.775.9736	197775 496448A		P 013 00165
DELIVERY 6/5/20	146.66	COGS-FOOD	70.775.9736	197775 496448A		P 013 00166
06/10/20 DELIVERY	523.93	COGS-NON-ALCOHOLIC BEV	70.775.9737	197776 496865B		P 013 00167
06/10/20 DELIVERY	301.85	COGS-FOOD	70.775.9736	197776 496865B		P 013 00168
06/10/20 DELIVERY	13.40	COGS-FOOD	70.775.9736	197776 496865B		P 013 00169
	2,348.42	*VENDOR TOTAL				
GLENWOODIE GOLF COURSE	8,514.15	*****				
TIF HALSTED SOUTH	24,269.85	**TOTAL FUND**				
TIF HALSTED SOUTH		*****				
DONAHUE & ROSE PC MARCH 2020	3,315.00	LEGAL SERVICES VILLAGE A	73.730.9151	197738 34		P 013 00058
NICOR GAS 85-76-12-5999 4	15.63	TIF DISTRICT EXPENSES	73.730.9631	197717 04/30/2020 A		P 013 00118

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN TIF HALSTED SOUTH		*****				
TIF HALSTED SOUTH						
NICOR GAS 85-76-12-5999 4	101.59 117.22	TIF DISTRICT EXPENSES *VENDOR TOTAL	73.730.9631	197718 05/01/2020 A		P 013 00123
ROBINSON ENGINEERING, LTD GLENWOOD PLAZA GLENWOOD PLAZA LIGHTING	4,080.50 1,100.00 5,180.50	ENGINEERING SERVICES ENGINEERING SERVICES *VENDOR TOTAL	73.730.9685 73.730.9685	197749 20050142 197750 20050143		P 013 00137 P 013 00138
TIF HALSTED SOUTH	8,612.72				
AAAA	8,612.72	**TOTAL FUND**				
	247,699.71	*TOTAL APPROVAL PLAN				

ACS FINANCIAL
06/11/2020 14:14:09

VILLAGE OF GLENWOOD
GL540R-V08.11 PAGE 14

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

VENDOR NAME
DESCRIPTION

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

REPORT TOTALS:

247,699.71

RECORDS PRINTED - 000169

ACS FINANCIAL
06/11/2020 14:14:09

Schedule of Bills by (Fnd/Dpt)

VILLAGE OF GLENWOOD
GL060S-V08.11 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION
01	CORPORATE FUND
03	MOTOR FUEL TAX FUND
10	WATER ACCOUNT
26	GLENWOODIE CONCERT
60	TIF-INDUSTRIAL PARK
70	GLENWOODIE GOLF COURSE
73	TIF HALSTED SOUTH
TOTAL ALL FUNDS	

DISBURSEMENTS	
121,902.15	
1,063.90	
91,552.34	
250.00	
48.75	
24,269.85	
8,612.72	
247,699.71	

BANK RECAP:

BANK	NAME
BLUE CONC	CORPORATE
GREEN	GLENWOODIE CONCERT FUND
L'TBL	WATER
RED	MOTOR FUEL TAX
TIF	GLENWOODIE GOLF COURSE
TIFS	TAX INCREMENT FINANCE FUND
	TIF HALSTED SOUTH
TOTAL ALL BANKS	

DISBURSEMENTS	
121,902.15	
250.00	
91,552.34	
1,063.90	
24,269.85	
48.75	
8,612.72	
247,699.71	

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

DATE APPROVED BY

.....

.....

.....



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



INVOICE NUMBER 414480558

DUE DATE

06/09/2020

TOTAL DUE

\$848.74



000007517 01 SP 0.500 106481183659810 P
ACCOUNTS PAYABLE
GLENWOOD VILLAGE OF
13 S REBECCA ST
GLENWOOD, IL 60425-1619

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:



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

790448 414480558 000084874



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

DATE OF INVOICE 05/15/2020

INVOICE NUMBER 414480558

Customer Credit Account Number 1181514

DUE DATE

06/09/2020

TOTAL DUE

\$848.74

PAGE 1 OF 2

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

MESSAGES

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

CONTRACT NUMBER	DATE	DESCRIPTION	AMOUNT
GRP POOL 69880 POOL 1 BWC	05/09/2020 - 06/09/2020	CONTRACT PAYMENT GLENWOOD VILLAGE OF 13 S REBECCA ST GLENWOOD, IL 60425-1619	848.74
500-0456249-000		EQUIPMENT ID 82593 XEROX W78735PT2 COPIER SERIAL NUMBER MX0131472BLK CURRENT METER 231923 PREVIOUS METER 227918 CURRENT USAGE 4005	
		EQUIPMENT ID 82544 XEROX W78745PT2 COPIER SERIAL NUMBER MX4766077BLK CURRENT METER 319696 PREVIOUS METER 315762 CURRENT USAGE 3934	
COVERAGE POOL 2 CLRC	04/09/2020 - 05/09/2020	TOTAL CURRENT USAGE 7939 TOTAL ALLOWANCE 15000 *OVERAGE 0 @ 0.01060	
		GLENWOOD VILLAGE OF 13 S REBECCA ST GLENWOOD, IL 60425-1619	

FIFTH THIRD BANK

MD 1MOC2B - 3850 CINCINNATI, OH 45263

000681
000681



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



Please return this top portion with your check payable to:



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

COMMERCIAL LOAN STATEMENT

PAGE NUMBER	1
STATEMENT DATE	May 29, 2020
CUSTOMER NUMBER	0900150210-00018
INVOICE NUMBER	2010211361
OFFICER	23162 - Timothy Woloszyn
ASSIGNMENT UNIT	23162
PAYMENT DUE DATE	June 15, 2020
PRINCIPAL DUE	85,079.07
INTEREST DUE	12,064.03
ESCROW DUE	0.00
FEES DUE	0.00
TOTAL PAYMENT DUE	97,143.10

AMOUNT ENCLOSED \$ _____

⑆ 5 1 2 260 23 ⑆ 0900 1 50 2 10000 18 ⑆

FIFTH THIRD BANK

COMMERCIAL LOAN ACCOUNT NUMBER	INVOICE NUMBER	STATEMENT DATE	CURRENT PRINCIPAL BALANCE	CURRENT ESCROW BALANCE	CURRENT RATE	MATURITY DATE
0900150210-00018	2010211361	05/29/20	3,638,920.80	0.00	3.85000	09/15/23

TRANSACTION SUMMARY

DATE PROCESSED	EFFECTIVE DATE	DESCRIPTION	PRINCIPAL	INTEREST	ESCROW	FEES	TOTAL
05/15/20	05/15/20	Auto BillPayer PYMNT	0.00	11,948.21	0.00	0.00	11,948.21
05/15/20	05/15/20	Auto BillPayer PYMNT	85,194.89-	0.00	0.00	0.00	85,194.89-
		Note The above amount due will be deducted from your account by Auto BillPayer on the due date.					
PREVIOUS PAYMENT DUE	PAYMENTS	CURRENT PRINCIPAL DUE	CURRENT INTEREST DUE	CURRENT ESCROW DUE	CURRENT FEES DUE	TOTAL PAYMENT DUE	
97,143.10	97,143.10	85,079.07	12,064.03	0.00	0.00	97,143.10	

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

Schedule of Bills Recap
Board Meeting 06/16/2020

Corporate Schedule of Bills	\$	121,902.15
US Bank	\$	848.74
Total Bills Payable 06/16/2020	\$	122,750.89

TIF Halsted South	\$	8,612.72
Fifth Third Loan Payment	\$	97,143.10
6/16/2020	\$	105,755.82

Fund	Disbursements
Corporate	\$ 122,750.89
Sewer & Water	\$ 91,552.34
Motor Fuel	\$ 1,063.90
Glenwoodie Concert Fund	\$ 250.00
Glenwoodie Golf Course	\$ 24,269.85
TIF Industrial Park	\$ 48.75
TIF Halsted South	\$ 105,755.82
Total All Funds	\$ 345,691.55

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

DATE _____

APPROVED BY :

Fee Structure Committee Findings and Conclusions

The Fee Committee has analyzed and compared the fees for advertising and liquor licenses and come to the following conclusions;

1. The fee for sound amplification should be increased from \$10.00 to \$20.00.
2. The fee for a Class A Liquor License should be increased from \$1,250.00 to \$1,500.00.
3. The fee for a Class B Liquor License should be increased from \$1,000.00 to \$1,200.00.
4. The fee for a Class C Liquor License should be increased from \$750.00 to \$900.00.
5. The fee for a Class D Liquor License should be increased from \$750.00 to \$900.00.
6. The fee for a Class E Liquor License should be increased from \$500.00 to \$600.00.
7. The fee for a Class F Liquor License should be increased from \$500.00 to \$600.00.
8. The fee for a Class F-1 Liquor License should be increased from \$500.00 to \$600.00.
9. The fee for a Class G Liquor License should be increased from \$750.00 to \$900.00.
10. The fee for a Class H Liquor License should be increased from \$25.00 to \$50.00.
11. The fee for a Class I Liquor License should be increased from \$100.00 to \$125.00.
12. The fee for a Class J Liquor License should be increased from \$150.00 to \$200.00.
13. The fee for a Class K Liquor License should be increased from \$750.00 to \$900.00.
14. The fee for a Class M Liquor License should be increased from \$750.00 to \$900.00.
15. The fee for a Class N Liquor License should be increased from \$375.00 to \$450.00.
16. The fee for a Class T Liquor License should be increased from \$1,000.00 to \$1,200.00.
17. The late fees should be adjusted as well. The late fee shall be 10% of the amount of the license fee after May 1 but before June 1.
18. The late fee shall be 20% of the license fee after June 1 but before July 1.
19. The late fee shall be 30% of the license fee after July 1 which is a reduction from the current late fee.

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2020 - _____

AN ORDINANCE, AMENDING ARTICLE XIX OF CHAPTER 22 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES ENTITLED "VACANT BUILDINGS" AND REPLACING IT, IN ITS ENTIRETY WITH A NEW ARTICLE XIX ENTITLED, "REGISTRATION OF FORECLOSURE MORTGAGES AND VACANT PROPERTY"

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 16TH DAY OF JUNE, 2020**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 16th day
of June, 2020.

ORDINANCE NO. 2020 - _____

AN ORDINANCE, AMENDING ARTICLE XIX OF CHAPTER 22 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES ENTITLED "VACANT BUILDINGS" AND REPLACING IT, IN ITS ENTIRETY WITH A NEW ARTICLE XIX ENTITLED, "REGISTRATION OF FORECLOSURE MORTGAGES AND VACANT PROPERTY"

WHEREAS, the Village of Glenwood is a home rule unit of local government under the provisions of Article 7, Section 6 of the Illinois Constitution;

WHEREAS, except as limited pursuant to Article 7, Section 6, the Village of Glenwood, as a home rule unit of local government, has the authority to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare;

WHEREAS, the Village's Corporate Authorities desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the Village of Glenwood and maintain a high quality of life for the citizens of the Village through the maintenance of structures and properties in the Village; and

WHEREAS, the Village's Corporate Authorities recognize that properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as "Registrable Properties") located throughout the Village lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment;

WHEREAS, the Village's Corporate Authorities has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole;

WHEREAS, the Village's Corporate Authorities recognize that the best interest of the public health, safety, and welfare require a regulated method to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised;

WHEREAS, the Village's Corporate Authorities has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the Village to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised;

WHEREAS, The Village's Corporate Authorities find that the implementation of the following changes and additions will assist the Village in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing Village regulations and laws; and

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

SECTION 1: Recitals.

The forgoing recitals are true, correct and are a material part of this Ordinance. The forgoing recitals are incorporated herein into Section as if they were fully set forth in this Section.

SECTION 2: Amendment/replacement of Article XIX of Chapter 22.

Article XIX of Chapter 22 of the Village of Glenwood’s Code of Ordinances entitled “Vacant Buildings” is hereby amended and replaced in its entirety by a new Article XIX entitled, “Registration of Foreclosing Mortgages and Vacant Property” which shall provide as follows:

Chapter 22

Article XIX

REGISTRATION OF FORECLOSING MORTGAGES AND VACANT PROPERTY

Sec. 22-1100. PURPOSE AND INTENT.

It is the purpose and intent of the Village of Glenwood’s Corporate Authorities to establish a process to address the deterioration, crime, and decline in value of Village neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Village, and to identify, regulate, limit and reduce the number of these properties located within the Village. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Board of Trustees’ further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 22-1101. DEFINITIONS.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Village to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by legal means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Article; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Article.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village limits.

Registrable Property shall mean:

(a) Any Real Property located in the Village, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a “foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed; or

(b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

Registry shall mean a web-based electronic database of searchable Real Property records, used by the Village to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Article.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the Village, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Village codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

Vacant shall mean any parcel of land in the Village that contains any building or structure that is not lawfully occupied.

Sec. 22-1102. APPLICABILITY AND JURISDICTION.

This Article applies to Foreclosing, Foreclosed, and Vacant property within the Village.

Sec. 22-1103. ESTABLISHMENT OF A REGISTRY.

Pursuant to the provisions of the Article, the Village, or its designee, shall establish a registry cataloging each Registrable Property within the Village, containing the information required by this Article.

Sec. 22-1104 INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE.

(a) Any Mortgagee who holds a mortgage on Real Property located within the Village shall perform an exterior inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.

(b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If this exterior inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

(c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Village Registry, and, at the time of registration, indicate whether the property is Vacant. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.

(d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.

(e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300.00 for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of \$300.00 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Article. Said fees shall be deposited to a special account in the Village's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Article. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

(f) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date of this Article shall have thirty (30) days to renew the registration and pay the non-refundable three hundred dollars (\$300.00) Semi-Annual Registration fee. Properties registered less than twelve (12) months prior to the Effective Date of this Article shall renew the registration every six (6) months from the expiration of the original registration renewal date and shall

pay the non-refundable **three hundred dollars (\$300.00)** Semi-Annual Registration Fee.

(g) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Article. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

(h) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Article. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.

(i) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

(j) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

(k) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.

(l) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to enforcement by any of the enforcement means available to the Village.

(m) If any property is in violation of this Article, the Village may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

Sec. 22-1105 INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE.

(a) Any Owner of Vacant property located within the Village shall within ten (10) days after the property becomes Vacant, register the Real Property with the Village Registry.

(b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.

(c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of **three hundred dollars (\$300.00)** for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of **three hundred dollars (\$300.00)** are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Article. Said fees shall be deposited to a special account in the Village's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Article.

(d) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date of the Article shall have thirty (30) days to renew the registration and pay the non-refundable **three hundred dollars (\$300.00)** Semi-Annual Registration fee. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every six (6) months from the expiration of the original registration renewal date and shall pay the **three hundred dollars (\$300.00)** Semi-Annual Registration fee.

(e) If the property is sold or transferred, the new Owner is subject to all the terms of this Article. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

(f) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee

shall be charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

(g) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.

(h) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to enforcement by any of the enforcement means available to the Village.

(i) If any property is in violation of this Article the Village may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

(j) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

Sec. 22-1106. MAINTENANCE REQUIREMENTS.

The owner of any property subject to this Article and the Mortgagee of such property, to the extent they are have the legal authority to enter the property pursuant to the terms of their mortgage, shall maintain the property in accordance with the following:

(a) Properties subject to this Article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

(b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.

(d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.

(f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).

(g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Article may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Village. Pursuant to a finding and determination by the Village's Administrative Hearing Officer or a court of competent jurisdiction, the Village may take the necessary action to ensure compliance with this section.

(h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Village.

Sec. 22-1107. SECURITY REQUIREMENTS.

The owner of any property subject to this Article and the Mortgagee of such property, to the extent they have the legal authority to enter the property pursuant to the terms of their mortgage, shall secure the property in accordance with the following:

(a) Properties subject to this Article shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.

(c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Article, and any other applicable laws.

(d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the Village.

(e) When a property subject to this Article becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the Village Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS.
THE PROPERTY MANAGER CAN BE CONTACTED AT

BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

(f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Article, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the Village. The Village may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 22-1108. PROVISIONS SUPPLEMENTAL.

The provisions of this Article are cumulative with and in addition to other available remedies. Nothing contained in this Article shall prohibit the Village from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Sec. 22-1109. PUBLIC NUISANCE.

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Village.

Sec. 22-1110. ADDITIONAL AUTHORITY.

(a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Article is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the Village's Administrative Adjudication Hearing Officer, the Board of Trustees as soon as possible to address the conditions of the property. Nothing herein shall limit the Village from abating any nuisance or unsafe condition by any other legal means available to it.

(b) The Village's Administrative Adjudication Hearing Officer, code enforcement officer, or Board of Trustees shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

(c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Village's Administrative Adjudication Hearing Officer, code enforcement officer, or Board of Trustees may direct the Village to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

(d) If the Mortgagee or Owner does not reimburse the Village for the cost of temporarily securing the property, or of any abatement directed by the Village's Administrative Adjudication Hearing Officer, code enforcement officer, Board of Trustees or special magistrate, within thirty (30) days of the Village sending the Mortgagee or Owner the invoice then the Village may lien the property with such cost, along with an administrative fee as determined in the Village's fee ordinance to recover the administrative personnel services. In addition to filing a lien the Village may pursue financial penalties against the Mortgagee or Owner.

(e) The Village may contract with an entity to implement this Article, and, if so, any reference to the Enforcement Officer herein shall include the entity the Village contracted with for that purpose.

Sec. 22-1111. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY.

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this Article shall be punishable as provided in the applicable code(s), by the Village's Administrative Adjudication Hearing Officer, or a court of competent jurisdiction.

Sec. 22-1112. IMMUNITY OF ENFORCEMENT OFFICER.

Any Enforcement Officer or any person authorized by the Village to enforce the provisions of this Article here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Article.

Sec. 22-1113. PENALTIES.

Unless otherwise provided for in this Article, a violation of this Article is declared unlawful.

SECTION 3: SEVERABILITY.

It is hereby declared to be the intention of the Village that the sections, paragraphs, sentences, clauses, and phrases of this Article are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4: REPEALER.

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

SECTION 5: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and approval and

shall thereafter be published in pamphlet form.

PASSED by roll call vote this 16th day of June, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 16th day of June, 2020.

Ronald J. Gardiner, Village President

ATTEST:

Dion Lynch, Village Clerk

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ___ day of _____, 20___ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“PRC”), and the Village of Glenwood, an Illinois municipal corporation, with an address at One Asselborn Way, Glenwood, IL 60425 (“COMMUNITY”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the COMMUNITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the COMMUNITY can properly address violations of the COMMUNITY’s property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the COMMUNITY; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the COMMUNITY’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.
 - a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.

4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. COMMUNITY Ordinance No. _____,
entitled “ _____ ”,
dated: _____.

5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.

7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: Village of Glenwood
One Asselborn Way
Glenwood, IL 60425
Telephone No. (708) 757-2309
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.
12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

VILLAGE OF GLENWOOD, ILLINOIS

Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

Date: _____

David Mulberry, President/CIO

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

**AGREEMENT BETWEEN
VILLAGE OF GLENWOOD, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit "A"

Key Policy Requirements

Foreclosure:

Ordinance No. ## repealing and replacing Ordinance No 2015-21

Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOA
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Update/Change	Report change of info within 10 days
Effective/Start Date for Registrations	

Vacant Private Owner:

Ordinance No. ## repealing and replacing Ordinance No 2015-21

Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Vacant/30 days/Private Owner
Renewal	6 months
Org Exemptions	N/A
Property Exemptions	Vacant Lots
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Update/Change	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING: (1) SECTION 26-803 OF THE VILLAGE'S CODE OF ORDINANCES TITLED "CRIME FREE HOUSING ADDENDUM"; AND (2) SECTION 26-812 OF THE VILLAGE'S CODE OF ORDINANCES, TITLED "NUISANCE RESIDENTIAL RENTAL PROPERTY".

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 16TH DAY OF JUNE, 2020**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 16th day
of June, 2020.

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING: (1) SECTION 26-803 OF THE VILLAGE'S CODE OF ORDINANCES TITLED "CRIME FREE HOUSING ADDENDUM"; AND (2) SECTION 26-812 OF THE VILLAGE'S CODE OF ORDINANCES, TITLED "NUISANCE RESIDENTIAL RENTAL PROPERTY".

WHEREAS, the Village of Glenwood is a home rule unit of local government under the provisions of Article 7, Section 6 of the Illinois Constitution;

WHEREAS, except as limited pursuant to Article 7, Section 6, the Village of Glenwood, as a home rule unit of local government, has the authority to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare;

WHEREAS, the Corporate Authorities of the Village of Glenwood find and determine that it is in the Village's best interests to amend the Village Code to revise the required crime free housing addendum to address the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 *et. seq.*

WHEREAS, the Corporate Authorities of the Village of Glenwood find and determine that it is in the Village's best interests to amend the Village Code to also revise Sections 26-803 and 26-812 of the Village's Code of Ordinances in order to protect victims of domestic violence or sexual violence and individuals with disabilities;

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 true, correct and are a material part of this Ordinance. The forgoing recitals are incorporated herein into Section as if they were fully set forth in this Section.

SECTION 2. AMENDMENT TO SECTION 26-803.

Section 26-803 of the Village of Glenwood’s Code of Ordinances shall be amended and after amendment shall state in its entirety as follows:

26-803. - Crime free housing addendum.

On and after May 1, 2008, it shall be unlawful for any landlord(s) to enter into a new lease or to renew/extend an existing lease for any residential property within the village that does not include a crime free housing addendum form that, at a minimum, includes the following:

CRIME FREE HOUSING ADDENDUM TO LEASE

Address of leased property: _____ Glenwood, Illinois 60425, Unit #____
Tenant(s): _____
Name and Address of landlord(s): _____

The undersigned tenant(s) herein agree to follow all federal, state, and local criminal and quasi-criminal laws and understand that this requirement is a material term of this lease.

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be held responsible for the conduct of their minor children and for the conduct of all other individual(s) that they allow to reside at the leased property and that the failure of such children or other individual(s) residing at the leased premises to follow all federal, state, and local criminal and quasi-criminal laws may be a breach of a material term of this lease.

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be held responsible for the conduct of all individuals that are invited, allowed or otherwise permitted to enter upon the leased property and that the failure of such individuals to follow all federal, state, and local criminal and quasi-criminal laws while they are present on the subject property may be a breach of a material term of this lease.

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be considered to be in breach of a material term of this lease and that the

landlord, at his/her discretion, may proceed to evict them from the leased property if any one of the following occurs:

(1) The commission of an activity on or off of the leased property that violates any United States or state statute which provides that such conduct could be penalized by incarceration for a period of more than one year by either: (a) the tenant(s), (b) the tenant's children, (c) any other individual that resides at the leased premises; or (d) any individual(s) that are invited, allowed or otherwise permitted to enter upon the leased property.

(2) The commission of an activity on the leased property that violates any United States or state statute which provides that such conduct could be charged as either a felony or a misdemeanor by either: (a) the tenant(s), (b) the tenant's children, (c) any individual(s) that reside at the leased premises, or (d) any individual(s) that are invited, allowed or otherwise permitted to enter upon the leased property.

(3) The unlawful storage, presence or usage of any controlled substance on the leased property, except, to the extent the storage, presence or usage of any cannabis products is lawful under the Illinois Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 *et.seq.*

Notwithstanding the forgoing, no breach of the lease shall be deemed to have occurred arising out of an incident where:

- A. The contact made to the police or other emergency services was made where (i) the intent was to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- B. The actual or threatened domestic violence or sexual violence is against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- C. The criminal activity or local ordinance violation occurring in the dwelling unit or on the premises is directly related to domestic violence or sexual violence engaged in by a tenant, a member of the tenant's household, guest, or other party against a tenant, a household member, guest, or other party.

The undersigned landlord(s) and tenant(s) herein agree that the terms of this addendum shall be a material part of the lease and shall be deemed to be incorporated into the terms of the lease.

	LANDLORD(S)	TENANT(S)
By:	_____	_____
Its:	_____	_____
Date:		

SECTION 3: AMENDMENT TO SECTION 26-812.

Section 26-812 of the Village of Glenwood's Code of Ordinances shall be amended and after amendment shall state in its entirety as follows:

Sec. 26-812. - Nuisance residential rental property.

It is hereby declared a public nuisance and a danger to the public safety, health, welfare and morals of the village and its residents for any person to permit or allow any of the following:

(1) The rental of a residential unit to a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale of obscene publications, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or the commission of any two or more offense punishable by imprisonment for a period of more than six months under the laws of the State of Illinois or the United States;

(2) The occupation of a rental residential unit by a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale of obscene publications, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or the commission of any two or more offenses punishable by imprisonment for a period of more than six months under the laws of the State of Illinois or the United States;

(3) The rental of a residential unit to a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: commission of four or more village ordinance violations in a six-month period;

(4) The occupation of a rental residential unit by a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: commission of four or more village ordinance violations in a six-month period.

Notwithstanding the forgoing provisions of this Section 26-812, none of the conduct referenced in this Section 26-812 shall be deemed to be a public nuisance and/or a danger to the public safety, health, welfare and morals of the village and its residents where:

- A. The contact made to the police or other emergency services was made where
 - (i) the intent was to prevent or respond to domestic violence or sexual violence;
 - (ii) the intervention or emergency assistance was needed to respond

to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;

- B. The actual or threatened domestic violence or sexual violence is against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- C. The criminal activity or local ordinance violation occurring in the dwelling unit or on the premises is directly related to domestic violence or sexual violence engaged in by a tenant, a member of the tenant's household, guest, or other party against a tenant, a household member, guest, or other party.

SEVERABILITY.

It is hereby declared to be the intention of the Village that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4: REPEALER.

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

SECTION 5: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and approval and shall thereafter be published in pamphlet form.

PASSED by roll call vote this 16th day of June, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 16th day of June, 2020.

Ronald J. Gardiner, Village President

ATTEST:

Dion Lynch, Village Clerk



RWK IT SERVICES

We have prepared a quote for you

1091_VofGW: Full Service IT

Quote # AK000071

Version 1

Prepared for:

Village of Glenwood

Ronald J. Gardiner
rgardiner@villageofglenwood.com

Prepared by:

RWK IT Services

Ashley Konwerski
ashley.konwerski@rwnksolvesit.com

Friday, June 12, 2020

Village of Glenwood
Ronald J. Gardiner
One Asselborn Way
Glenwood, IL 60425
rgardiner@villageofglenwood.com

To our friends at Village of Glenwood:

It is our honor and our privilege to have been given the opportunity to take a deep look at your organization and work within our team and yours to find a realistic roadmap to move you forward. It is our hope that we will not only maintain your IT needs but find ways to help the organization flourish for years to come. This proposal contains insightful information about our company, the philosophy behind our business, and a thorough answer to the immediate issues at hand.

RWK IT Services exists to empower organizations to do what they do better, bringing the experience of years of supporting information technology operations, cloud operations, and software development for businesses of all kinds. We partner with government, non-profit and private businesses alike.

I am proud to approve this proposal which will provide a glimpse into why we're the best choice to support your technology, and deliver a service that will amaze you, your staff and colleagues.

Ashley Konwerski

Ashley Konwerski
IT Sales Ninja
RWK IT Services

Master Agreement

Agreement

This Master Agreement ("Agreement") is made as of the date indicated in the signature block of the Work Order accompanying this Master Agreement, and if no date is indicated, then as of the date of the last party's signature ("Effective Date") by and between RWK Design, Inc. d/b/a RWK IT Services and RWK-V (RWK), with a principal business address of 9645 Lincolnway, Suite 101, Frankfort, Illinois, 60423, ("RWK") and the customer referenced in the signature block of the work order ("CUSTOMER").

WHEREAS, RWK offers various services, including those related to IT operations, application development, cloud solutions, and hosted solutions,

WHEREAS, CUSTOMER desires to obtain certain services offered by RWK, each as specified in one or more order forms hereto (each an "Order") and/or work orders hereto (each a "Work Order"),

AND WHEREAS, RWK is willing to provide those services specified in an Order and/or Work Order hereto on the terms and conditions stated in this Agreement, the relevant Order and/or Work Order, and any riders hereto for specific services (each a "Rider").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services.

a. **Provision of Services.** Subject to the terms and conditions of this Agreement and any Rider(s) hereto, RWK shall provide to CUSTOMER those services related to IT operations, application development, cloud solutions, hosted solutions, and/or implementation services specified in an Order and/or Work Order hereto for the Term (as defined below), and on the additional terms and conditions, stated in such Order and/or Work Order ("Services").

2. Term and Termination.

a. **Term.** This Agreement shall commence on the Effective Date and shall continue until the latter of: (i) expiration of the last Order hereunder or (ii) completion of the Services to be provided under the last Work Order hereto ("Term"). The Term(s) of the Work Orders and Riders may be longer, shorter, or the same as other Work Orders and Riders executed hereunder.

b. **Termination by CUSTOMER.** CUSTOMER may terminate this Agreement (a) with respect to all, and not less than all, of the Services without liability (except for Fees due through the effective date of such termination) upon RWK's material breach of this Agreement and failure to cure such breach within thirty (30) days of RWK's receipt of CUSTOMER's written notice detailing the alleged breach ("CUSTOMER Termination") and RWK's failure to cure such breach within such time period; and (b) with respect to a single Work Order and Rider (or several Work Orders and Riders) or the full Agreement with all Work Orders and Riders, for an reason upon sixty (60) days notice, but an early termination fee may apply ("termination for convenience"). In the event of a CUSTOMER Termination, CUSTOMER shall (i) pay all outstanding amounts payable through the effective date of such termination, (ii) within thirty days of the effective date of such termination remove from RWK's premises all property owned by CUSTOMER at CUSTOMER's expense or, following expiration of said thirty-day period, pay all usual and customary storage charges levied by RWK, and (iii) return to RWK all hardware, software, access keys, and any other property provided to CUSTOMER by RWK under this Agreement within ten days of termination. Upon termination and prior to deletion from the RWK's network, RWK shall provide CUSTOMER a copy of its data in any then-reasonable medium. CUSTOMER shall pay any out-of-pocket costs reasonably incurred by RWK for providing a copy of CUSTOMER's data. CUSTOMER shall have thirty (30) days to confirm that such data copy is readable, at which time, RWK shall remove all of CUSTOMER's data from RWK's network. Additional transition services, if requested by CUSTOMER, will be billed at RWK's standard rates for such services.

c. **Termination by RWK.** RWK may terminate this Agreement (and all Riders, Orders, and Work Orders hereunder) for cause immediately and without any liability to CUSTOMER upon the occurrence of any of the following events (each a "RWK Termination"): (i) CUSTOMER's failure to pay any amount due hereunder, (ii) CUSTOMER's material breach or violation of any provision of this Agreement and failure to cure such a breach within thirty (30) days after, CUSTOMER's receipt of written notice from RWK describing the breach or violation, (iii) CUSTOMER ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within sixty (60) calendar days, or making an assignment for the benefit of its creditors, (iv) RWK's determination, in its sole but reasonable discretion, that CUSTOMER engages in any business or conduct which is unethical, illegal or could subject RWK to liability or embarrassment or could cause damage to RWK's business or reputation (v) CUSTOMER exhibiting abusive behavior towards RWK representatives via phone or online communication. Upon the effective date of a RWK Termination, RWK shall have no obligation to refund any Fees, Expenses, or other sums paid in advance by CUSTOMER. Notwithstanding the forgoing, RWK may suspend Services by written notice to CUSTOMER in the event of non-payment of fees for the Services.

d. **Survival.** Section that by their nature should survive termination of this Agreement shall survive termination, including, but not limited to: 2.b., 2.c., 3., 4., 5., 7., and 8.

3. Charges and Payments.

a. **Fees.** CUSTOMER shall pay all fees specified in each Rider, Order, and/or Work Order hereunder ("Fees"). Except as otherwise specified herein or in a Rider, Order, or Work Order hereto (i) Fees are quoted and payable in United States dollars, (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable, and (iv) the Services purchased cannot be decreased during the relevant term specified in the applicable Rider, Order, or Work Order.

b. **Expenses.** CUSTOMER shall reimburse RWK for all reasonable out-of-pocket expenses, including those for equipment, computer software, and other items purchased by RWK on behalf of CUSTOMER, that are incurred by RWK and further specified in a Work Order hereto ("Expenses"). Upon request, RWK shall submit to CUSTOMER receipts, vouchers, and other evidence supporting the Expenses.

c. **Invoicing and Payment.** RWK shall invoice CUSTOMER as specified in each Rider, Order, and/or Work Order hereunder. Unless otherwise stated in the relevant

Rider, Order, or Work Order, invoiced Fees and Expenses are invoiced, and payment is due upon approval of the invoice at the next regularly scheduled board meeting. CUSTOMER shall be responsible for any fees or charges associated with CUSTOMER's payment other than those charged by RWK's bank.

d. **Overdue Payments.** If any payments are not received by RWK from CUSTOMER by the due date, then, at RWK's discretion, (i) interest shall accrue and be due and payable at the rate of 0.75% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid and/or (ii) RWK may condition its provision of future Services on payment terms shorter than those specified in Section 3.c. (Invoicing and Payment).

e. **Taxes.** Unless otherwise stated, Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (individually and collectively, "Taxes"). CUSTOMER is responsible for paying all Taxes associated with its purchases hereunder. If RWK has the legal obligation to pay or collect Taxes for which CUSTOMER is responsible under this Section 3.g. (Taxes), the appropriate amount shall be invoiced to and paid by CUSTOMER, unless CUSTOMER provides RWK with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, RWK is solely responsible for taxes assessable against it based on its income, property, and employees.

4. Proprietary Rights.

a. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder or as otherwise expressly provided (and solely to the extent provided) in a Rider hereto, RWK, and its licensors, reserve all rights, title, and interest, including all related intellectual property rights, in and to, or arising from, the Services and any methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, object code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, hardware, networking equipment, utilities and routines, logic, coherence and methods of operation of systems and networks, and training methodology and materials that are provided or made accessible to CUSTOMER or used by RWK in connection with the Services (individually and collectively, "Deliverables"). For clarity, Deliverables do not include CUSTOMER Materials as defined below. No rights are granted to CUSTOMER hereunder other than as expressly set forth herein or in a Rider hereto.

b. **Restrictions.** Except as expressly permitted herein or in the applicable Rider, Order, or Work Order, CUSTOMER shall not (i) permit any third party to access the Services or any Deliverables, (ii) create derivative works based on the Services or the Deliverables, (iii) copy, frame, or mirror any part or content of the Services or Deliverables, other than copying or framing on CUSTOMER's own intranets or otherwise for CUSTOMER's own internal business purposes, (iv) reverse engineer the Services or the Deliverables, or (v) access the Services or the Deliverables in order to (A) build a competitive product or service or (B) copy any features, functions, or graphics of the Services or the Deliverables.

c. **Ownership of CUSTOMER Materials, Data, Hardware, and Other Content.** As between CUSTOMER and RWK, CUSTOMER and its licensors exclusively own all rights, title, and interest, including all related intellectual property rights, in and to all artwork, images, reports, content, documentation, computer programs, source code, object code, software, hardware, and electronic data or information provided by CUSTOMER to RWK in the course of RWK's provision of the Services or generated by CUSTOMER or its users in the course of using the Services (individually and collectively, "CUSTOMER Materials"). CUSTOMER grants to RWK and its subcontractors a limited, personal, non-transferable, non-exclusive license to use, reproduce, display, and distribute CUSTOMER Materials for the sole purpose, and solely as required, to provide the Services to, or on behalf of, CUSTOMER. Subject to the last sentence of this Section 4.c., RWK acknowledges and agrees that any hardware provided by CUSTOMER to RWK for the purposes of RWK providing the Services (the "CUSTOMER Hardware") is the property of CUSTOMER or CUSTOMER's lessors and shall be tagged and identified as CUSTOMER's property. Subject to the last sentence of this Section 4.c., RWK shall not pledge, hypothecate, or otherwise encumber the CUSTOMER Hardware in any way and, upon demand by CUSTOMER, shall surrender the CUSTOMER Hardware to CUSTOMER, unless CUSTOMER fails to remove such CUSTOMER Hardware as provided for hereinabove. Title to CUSTOMER Hardware purchased by RWK on CUSTOMER's behalf pursuant to a Rider or Work Order hereto shall pass from RWK to CUSTOMER only upon RWK's receipt of full payment for such CUSTOMER Hardware. As security for such payment, CUSTOMER hereby grants to RWK a security interest in and to any such hardware and the proceeds of the sale thereof.

d. **Suggestions.** RWK and its licensors shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, or other feedback provided by CUSTOMER relating to the operation of the Services.

e. **Federal Government End Use Provisions.** RWK provides the Services and Deliverables, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services and/or Deliverables include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227- 7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with RWK to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5. Confidentiality.

a. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party hereto ("Disclosing Party") to the other party hereto ("Receiving Party"), whether electronically, orally, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. CUSTOMER's Confidential Information shall include CUSTOMER Materials, RWK's Confidential Information shall include the Services and the Deliverables, and Confidential Information of each party shall include the terms and conditions of this Agreement and all Riders, Orders, and Work Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than CUSTOMER Materials) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to, or reliance upon, the Confidential Information of the Disclosing Party.

b. **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, subcontractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

c. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party (a third party lawsuit), and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. This does not apply to a lawsuit between solely RWK and Customer

6. Indemnification.

a. **Indemnification by RWK.** RWK indemnifies and agrees to protect, defend, and hold harmless CUSTOMER and its affiliates, directors, officers, employees, contractors, agents, and representatives ("CUSTOMER Group") from and against all costs, damages, expenses, and liabilities, including reasonable attorneys' fees, arising out of all third-party claims of any nature or kind brought against any of the CUSTOMER Group, based on any claim that the use of the Services as permitted hereunder or the Deliverables, or any portion thereof, infringes or misappropriates any patent, copyright, trademark, or other proprietary right of any third party. CUSTOMER shall notify RWK promptly in writing and cooperate with RWK, at RWK's expense, by providing such information and assistance as is reasonably necessary and appropriate for the handling of the defense of such claim. RWK shall provide CUSTOMER an opportunity to participate in the settlement of any such claim, and any such settlement shall require CUSTOMER's approval to be entered into, such approval not to be unreasonably withheld, conditioned, or delayed. If the Services or Deliverables become, or in RWK's opinion are likely to become, the subject of a claim subject to the indemnification, hold harmless, and defense obligations under this Section 6.a., RWK may, at RWK's option and expense, either (i) procure for CUSTOMER the right to continue using the allegedly infringing or misappropriated materials, (ii) replace or modify the same so that they become non-infringing, or (iii) terminate CUSTOMER's right to use all or part of the Services or Deliverables and give CUSTOMER a refund or credit (at RWK's discretion) for the fees actually paid by CUSTOMER to RWK for the impacted Services or Deliverables, less a reasonable allowance for the period of time CUSTOMER actually used the relevant Services or Deliverables. Notwithstanding the foregoing, RWK shall have no obligation of defense or indemnification or otherwise with respect to any claim or demand based upon (w) any use of the Services or Deliverables not in accordance with this Agreement and any documentation (including acceptable use policies) provided in connection with the provision of the Services and/or Deliverables, (x) third-party applications, hardware, equipment, or services, (y) any modification of the Services or the Deliverables made by any person other than RWK, or (z) CUSTOMER continuing the allegedly infringing activity or use of the allegedly infringing or misappropriated materials after being notified thereof and provided modifications, replacements, or other remedies that would have avoided the alleged infringement or misappropriation.

b. **Indemnification by CUSTOMER.** CUSTOMER indemnifies and agrees to protect, defend, and hold harmless RWK and its affiliates, directors, officers, employees, contractors, subcontractors, agents, and representatives ("RWK Group") from and against all costs, damages, expenses, and liabilities, including reasonable attorneys' fees, arising out of all third-party claims of any nature or kind brought against any of the RWK Group, based on any claim that the CUSTOMER Materials, or any portion thereof, or CUSTOMER's use of the Services or Deliverables in violation of this Agreement (including without limitation, any applicable acceptable use policies published by RWK), infringes or misappropriates any patent, copyright, trademark, or other proprietary right of any third party or violates applicable law. RWK shall notify CUSTOMER promptly in writing and cooperate with CUSTOMER, at CUSTOMER's expense, by providing such information and assistance as is reasonably necessary and appropriate for the handling of the defense of such claim. CUSTOMER shall provide RWK an opportunity to participate in the settlement of any such claim, and any such settlement shall require RWK's approval to be entered into, such approval not to be unreasonably withheld.

c. **Exclusive Remedy.** This Section 6 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of third-party claim for infringement, misappropriation, or otherwise.

7. Hiring of RWK's Personnel.

a. **Non-solicitation.** During the term of this Agreement and for a period of eighteen (18) months thereafter, CUSTOMER agrees that it shall not, on its own or on behalf of any other person or entity, (i) solicit any employee or independent contractor of RWK except through a general advertisement not directed at RWK's employees or independent contractors; (ii) attempt to influence or induce any employee or independent contractor of RWK to leave the employment of RWK; (iii) disclose to any person or entity any information obtained while receiving services from RWK concerning the names and addresses of RWK's employees or independent contractors; or (iv) otherwise interfere with the relationship of RWK and its employees or independent contractors.

b. **Hiring Fee.** In the event that CUSTOMER hires any employee or independent contractor of RWK in contradiction of Section 7.a., CUSTOMER shall pay promptly to RWK an amount equal to seventy-five percent (75%) of the total first year compensation CUSTOMER pays such employee or independent contractor as a fee for the additional benefit obtained by CUSTOMER.

8. Limitations of Liability and Disclaimers.

a. **Exclusions and Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION OR SECURITY, OR SIMILAR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. IN NO EVENT SHALL RWK'S AGGREGATE LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE ACT OR OMISSION GIVING RISE TO THE CLAIM.

b. **Limitation on Claims.** NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (I) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (II) THE EVENT GIVING RISE TO SUCH ACTION.

c. **Disclaimers.** CUSTOMER IS SOLELY RESPONSIBLE FOR SAFEGUARDING AND BACKING UP AND ARCHIVING ALL CUSTOMER MATERIALS, INCLUDING WITHOUT LIMITATION DATA, OWNED, CONTROLLED, OR TRANSMITTED BY CUSTOMER THROUGH THE SERVICES, UNLESS SPECIFICALLY PROVIDED FOR IN THE APPLICABLE ORDER. RWK PROVIDES THE SERVICES AND ALL DELIVERABLES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE SERVICES AND DELIVERABLES, AND RWK SHALL HAVE NO LIABILITY THEREFOR.

9. **Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and (ii) CUSTOMER shall not permit any person to access or use the Services or Deliverables in violation of any U.S. export embargo, prohibition, or restriction.
10. **Relationship of Parties.** The relationship of RWK and CUSTOMER will at all times be one of independent contractors, and neither party will be, nor represent itself to be, an employee, agent, representative, partner or joint venturer of the other, nor will either party have the right or authority to assume or create any obligation on behalf of or in the name of the other or to otherwise act on behalf of the other.
11. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party.
12. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
13. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
14. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, RWK may assign this Agreement in its entirety (including all Riders, Orders, and Work Orders), to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
15. **Notices.** Except as otherwise specified in this Agreement or a Rider, Order, or Work Order hereto, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing, (iii) the next business day after sending by confirmed facsimile, or (iv) except for notices of breach, termination, or a claim for indemnification ("Legal Notices"), the first business day after sending by email if sent after 5:00pm CST or if sent on a non-business day (i.e., weekend), otherwise, the same business day such email was sent if sent on or prior to 5:00pm CST on a business day.
16. **Force Majeure.** Neither party shall lose any rights hereunder or be liable to the other party for damages or losses on account of failure of performance by the defaulting party if the failure is occasioned by any occurrence or contingency beyond its reasonable control, including war, strike, fire, Act of God, earthquake, flood, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other similar reason; provided that such non-performing party shall use commercially reasonable efforts to promptly mitigate any damages or losses.
17. **Governing Law, Jurisdiction, and Venue.** This Agreement (including all Riders, Orders, and Work Orders hereto) and any disputes arising out of or related to this Agreement (and all Riders, Orders, and Work Orders hereto) shall be governed exclusively by the internal laws of the State of Illinois, without regard to its conflicts of laws rules. The state and federal courts located in the State of Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement (and all Riders, Orders, and Work Orders hereto). Each party hereby consents to the exclusive jurisdiction of such courts.
18. **Entire Agreement.** This Agreement, including all Riders, Orders, and Work Orders, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Rider, Order, or Work Order hereto, the terms of such Rider, Order, or Work Order shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in CUSTOMER's purchase order or other order documentation (excluding Orders and Work Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

STRATEGIC TECHNOLOGY MANAGEMENT WORK ORDER AND RIDER

Service Terms

This document is a Work Order and Rider (“Technology Management Work Order”) under the Master Agreement dated June 12, 2020 between Village of Glenwood, herein referred to as “CUSTOMER”, and RWK Design, Inc., dba RWK IT Services, herein referred to as RWK, (“Agreement”) and is effective upon the date indicated in the signature block. Managed service will begin on July 1, 2020 and shall remain in force for Twelve (12) months, and will be reviewed periodically during Technical Business Review Meetings, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the Services rendered under this Technology Management Work Order, CUSTOMER will be informed, and these will be negotiated and agreed to by the CUSTOMER and RWK in writing.

- a. This Technology Management Work Order may be terminated by the CUSTOMER or RWK as specified in the Master Agreement.
- b. In the event of termination for convenience of this Technology Management Work Order, there shall be a termination fee which will be equal to (1) the lesser of twelve (12) months of fees under the Work Order and Rider or the remaining months of fees under the Work Order and Rider that is being terminated; (2) if a project with a flat fee, the fair market value of the services actually performed under the applicable Work Order and Rider or full Agreement as applicable; and (3) the remaining hourly fees to the date of termination for work actually performed if the Work Order and Rider provides for hourly services.
- c. This Technology Management Work Order automatically renews for a subsequent One (1) year renewal term beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) day’s prior written notice of its intent not to renew this Technology Management Work Order. The parties acknowledge that this is a business to business (not consumer) contract.

Payment Schedule

Fees for Managed Services will be **\$8,166.96** per month plus applicable taxes, invoiced to CUSTOMER on a monthly basis, and will become due and payable as provided in the Agreement. The first payment is due upon commencement of services. Should counts of the individual Services shown under Managed Services change, monthly Services and fees will be adjusted accordingly.

Fees for the Project (which represents equipment costs in the amount of \$400 plus 100% of the \$8,166.96 professional service fees) for on-boarding will be **\$8,566.96** plus applicable taxes. This on-boarding Project shall be invoiced immediately, and payment totaling **\$8,566.96** is due upon approval of the invoice at the next regularly scheduled board meeting. Refer to Items and Professional Services of this Technology Management Work Order for the equipment and Services covered under the Project.

It is understood that any and all Services requested by CUSTOMER that fall outside of the terms of this Technology Management Work Order will be considered Projects and will be quoted and billed as separate Services. Upon completion of the project, billing will begin effective immediately. Generally, work efforts for new technology additions to the environment or work efforts known to require four (4) hours or more of work effort constitute a Project.

Applicable Coverage

Remote help desk Service, on-site Service, and vendor management of CUSTOMER’s IT networks, including Police Squad Car Technology, docking stations, laptops, wireless, and Security Cameras, will be provided to the CUSTOMER by RWK during RWK Ordinary Business Hours, currently 8:30 AM and 5:00 PM CST Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. Remediation for devices covered by the Technology Management Work Order is included, subject to the other terms of this Technology Management Work Order.

Service Operations Disclaimer

CUSTOMER grants RWK authorization to view any data within the regular routine of the repair or system improvement. CUSTOMER also authorizes RWK to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

Additional Services - Support for Hardware and Software

RWK shall provide support and repair of all hardware and systems referenced in ITEMS, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Technology Management Work Order. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the CUSTOMER after first receiving the CUSTOMER's authorization to incur them.

Monitoring Services Provided Under this Work Order and Rider

RWK will provide ongoing monitoring and security Services of all critical devices. RWK will document critical alerts, scans, and event resolutions. Should a problem be discovered during monitoring, RWK shall make every attempt to rectify the condition in a timely manner through remote or on-site means.

Existing Environment Suitability Requirements: Minimum Equipment Standards for Suitability

In order for CUSTOMER's existing environment to qualify for RWK Strategic Technology Management, the following requirements must be met:

- a. Devices and versions of software supported may be updated from time to time in RWK's discretion. RWK generally does not support devices and software for which support and updates are not available from the manufacturer or owner. All Server and Desktop Software must be Genuine, Licensed, and Vendor-Supported.
- b. The environment must have a currently licensed, up-to-date, RWK approved, and Vendor-Supported Managed Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- c. The environment must have a currently licensed, RWK approved, Vendor-Supported Server-based Backup Solution that can be monitored as well as send out notification on job failures and successes. RWK reserves the right to charge its normal hourly rates for remediation and/or recovery services if CUSTOMER fails to purchase a backup solution or fails to maintain such solution.
- d. The environment must have a currently licensed, RWK approved, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- e. All Wireless data traffic in the environment must be securely encrypted.
- f. PC's and Servers must be newer than four (4) years old, or if older than four (4) years, must have a valid vendor support agreement for the hardware repairs and replacement, unless specified in ITEMS as Included In-Plan for support.
- g. PC's and Servers older than four (4) years old, must have a plan for replacement with justification for its continued use, which is agreed upon by RWK and the CUSTOMER.
- h. CUSTOMER understands that technology and IT industry standards change, and that RWK reserves the right to modify these minimum requirements at any time upon written notice to CUSTOMER. Options to bring CUSTOMER's equipment, hardware, and/or software into compliance with minimum requirements will be discussed with CUSTOMER at such time.

Chronically Failing Equipment

CUSTOMER understands that RWK may recommend that equipment that repeatedly breaks down and consistently causes issues (Chronically Failing Equipment) be replaced during the engagement. CUSTOMER agrees to work constructively and positively with RWK to replace the equipment if this occurs.

Services Not Included Under Work Order and Rider

Services rendered under this Technology Management Work Order do not include the following:

- a. Parts, equipment, or software for CUSTOMER's telecommunications systems which are not specifically listed as part of an attached Sales Quote.
- b. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees except specified in ITEMS
- c. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- d. The cost to bring CUSTOMER's environment up to a Minimum Equipment Standards for Suitability.

- e. Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- f. Service and repair made necessary by the alteration or modification of equipment other than that authorized by RWK.
- g. Maintenance of Applications software packages, whether acquired from RWK, or any other source unless specified in ITEMS.
- h. Programming (modifications of software code) and program (software) maintenance.
- i. This Technology Management Work Order does not include replacement of or parts required for repairs on printers, screens, or peripherals (PDA's, Point of Sales Scanners, Digital Cameras, Cell Phones, nor any other specialized accessory, unless specified in ITEMS.
- j. Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this Technology Management Work Order and will be invoiced separately.

Acceptance of Terms and Conditions

This Technology Management Work Order covers those Services and equipment listed in Attached Sales Quote, or as modified with an addendum which may result in an adjustment to the CUSTOMER's monthly charges. Should CUSTOMER wish to acquire additional equipment or services and wants RWK to provide Services for such equipment, CUSTOMER must contact RWK for a quote and Work Order or Addendum for such services.

Items

Product Details	Qty
Seagate 8 TB Desktop Hard Drive - 3.5" External - USB 3.0 	2

Subtotal: \$400.00

Professional Services

Description	Price	Qty	Ext. Price
Professional Services, Infrastructure Project Scope of Work for On-boarding Project Initiation, Planning Execution Phase: On boarding and Further Discovery of Village Environment/Prepare Quote for Win 7/Server 08 Upgrades 1 Administrative ID/PW reconciliation with VOGW/IT Vendor and validating accounts (ID/PW Check list) 2 VOGW Authorized user on boarding into PSA 3 RWK network management tool deployment / config / reporting / network discovery review with VOGW 4 On boarding RMM tools on network (Servers and PCs) 5 RWK cyber security network management tool deployment / configuration / reporting (data collection to identify base recommendations for improvements) 6 Domain Administrative ID use / dependency review 7 On boarding RMM tools off network devices (mobile or non-domain PCs) 8 Inventory reconciliation (network identified items plus off network devices - PD/FD/PW etc) 9 Reconcile Email accounts to users 10 SW inventory on Servers and PC footprints (Office, PD, FD, PW, etc) 11 Identification of typical PC build standards for (Office, PD, FD, PW, etc) 12 Identify all remote access methods for security review (RDP/VPN/Logmein-Goto-ChromeRmtDesktop) 13 WiFi heat map and secure access review 14 PD specific equipment review - Car and Body Cameras, in car laptops/Docks/tablets etc 15 FD specific equipment review - in car/truck equipment (special needs identification) Execution Phase: Go live 1 Base SOP review with VOGW 2 Change of PWs on administrative and remote access accounts & Remote Support accounts /	\$8,166.96	1	\$8,166.96

Professional Services

Description	Price	Qty	Ext. Price
VPNs			
3 Sign-off on the authorized users list (contact list in PSA)			
4 Inventory review - PSA Managed configurations			
Execution Phase: Business Continuity			
1 Configure local and cloud backup server software and repositories			
2 Setup backups local and remote and reporting			
Recurring Service Products Provisioning and Configuration			
1 Install/Configure MSSP-RMMAppCare-A from ConnectWise Automate or check with ITOps for inventory			
2 Install/Configure MSSP-AV-A or check with ITOps for inventory			
3 Install/Configure MSSP-DNS-A or check with ITOps for inventory			
4 Install/Configure MSSP-RWK Network Management tool or check with ITOps for inventory			
5 Configure Dark Web Monitoring service, MSSP-IDAGENT at IDAgent website for domain names			
6 Configure Security Awareness service, MSSP-IDAGENT-BP-A at IDAgent website for email users			

Subtotal: \$8,166.96

Managed Services

Product Details	Qty		
All Bases Covered & Professional Services			
<table border="1"> <tr> <td> 24x7 Help Desk Phone Support State-Of-The-Art Trouble Ticketing System Support your entire Organization Remotely Remote Desktop Sharing Assistance Onsite Support as Needed 24x7x365 Network Monitoring and Crucial Services Alerting </td> <td> Assured Operating System & 3rd Automated Disk Clean Ups Automated Restart of Services Automated Ticket Generation and Continuing Education Onsite Implementation Quarterly Technology Business Review </td> </tr> </table>	24x7 Help Desk Phone Support State-Of-The-Art Trouble Ticketing System Support your entire Organization Remotely Remote Desktop Sharing Assistance Onsite Support as Needed 24x7x365 Network Monitoring and Crucial Services Alerting	Assured Operating System & 3rd Automated Disk Clean Ups Automated Restart of Services Automated Ticket Generation and Continuing Education Onsite Implementation Quarterly Technology Business Review	
24x7 Help Desk Phone Support State-Of-The-Art Trouble Ticketing System Support your entire Organization Remotely Remote Desktop Sharing Assistance Onsite Support as Needed 24x7x365 Network Monitoring and Crucial Services Alerting	Assured Operating System & 3rd Automated Disk Clean Ups Automated Restart of Services Automated Ticket Generation and Continuing Education Onsite Implementation Quarterly Technology Business Review		
Managed Server	5		
Managed Workstation	67		
Business Continuity & Backup Monitoring			
Daily Backup Monitoring	1		
RWK-V-S3 Cloud Backup Software License	4		
RWK-V-S3, per-Gigabyte Storage, Cloud Data Backup, Enterprise	1		
Veeam Backup Essentials Standard 2 socket bundle for Hyper-V	1		

Managed Services

Product Details	Qty
RWK-V-1TB, Cloud Data Backup Service	1
Managed Security	
Remote Management and Monitoring with Application Care	73
Managed Anti-Virus	73
Managed Security Service Product - DNS Protection	73
Managed Network Probe	15
Managed Dark Web Business Monitoring	1
Security Awareness Service for Email Users	86

Monthly Subtotal: \$8,166.96

1091_VofGW: Full Service IT

Quote Information:
Quote #: AK000071

Version: 1

Delivery Date: 06/12/2020

Expiration Date: 06/19/2020

Prepared for:
Village of Glenwood

One Asselborn Way

Glenwood, IL 60425

Ronald J. Gardiner

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Prepared by:
RWK IT Services

Ashley Konwerski

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Quote Summary

Description	Amount
Items	\$400.00
Professional Services	\$8,166.96
Total:	\$8,566.96

Monthly Expenses Summary

Description	Amount
Managed Services	\$8,166.96
Monthly Total:	\$8,166.96

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RWK IT Services
Village of Glenwood
Signature: Ashley Konwerski
Name: Ashley Konwerski
Title: IT Sales Ninja
Date: 06/12/2020
Signature: _____

Name: Ronald J. Gardiner
Date: _____