

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

CALL TO ORDER BY

Mayor Ronald J. Gardiner

PLEDGE OF ALLEGIANCE

ROLL CALL BY CLERK

Dion Lynch

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

TREASURER'S REPORT

Toleda Hart

1. Bills Payable Corporate in the amount of \$171,771.60, Sewer & Water \$170,051.50 Motor Fuel \$1,252.91, Glenwoodie Golf Course \$24,724.99, TIF Halsted South \$136.61. **TOTAL ALL FUNDS \$367,937,61.**
2. Payroll as of the date July 2, 2020, Corporate in the amount of \$110,044.00, Glenwoodie in the amount of \$21,096.00, Sewer & Water \$13,322.00, Elected Positions \$5,833.00. **OVERTIME:** Police \$3,980.00 (\$1,207.00 of Police Overtime is reimbursable), Sewer & Water \$2,975.00, Public Works \$630.00. **TOTAL PAYROLL \$157,880.00.**

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

COMMUNICATIONS

MAYOR'S OFFICE:

1. Presentation – James Presnak
2. Presentation - Southland Water Agency
3. Approval of Contractual Services Agreement between Village of Glenwood and The Holbrook Fire Protection District
4. Approval of Request for Executive Closed Session Section 2 (c) (11) Litigation with action to be taken and reason to reconvene at the end of the meeting

ATTORNEY'S REPORT

John Donahue

1. Approval of a Resolution approving a Water Supply Contract between the Village of Glenwood and the Southland Water Agency
2. Approval of an Ordinance amending Section 10-46 of the Village's Code of Ordinances in order to revise the Hours for Sales by a Class F Liquor License Holder
3. Approval of an Ordinance amending Chapter 94 of the Village of Glenwood's Code of Ordinances to add new Article XIV titled "Municipal Cannabis Retailers' Occupation Tax"
4. Approval of an Ordinance amending Chapter 94 of the Village of Glenwood's Code of Ordinances to add new Article XV titled "Video Gaming Terminal Tax"
5. Approval of an Amendment to the Agreement between Maurice Williams and the Village of Glenwood
6. Consideration of a Zoning Text Amendment for Cannabis Dispensaries
7. Motion to forward the Draft Text Amendment for Cannabis Dispensaries to the Zoning Board of Appeals for Public Hearing

VILLAGE ADMINISTRATOR

Brian Mitchell

1. Village Sticker Late Fees
2. Water Bill Late Fees

ENGINEER'S REPORT

David Shilling

DEPARTMENT REPORTS:

A. Finance
Report

Linda Brunette

B. Police

Chief Derek Peddycord

1. Approval of an Ordinance amending Section 38-32 of the Village of Glenwood's Code of Ordinances
2. Report

C. Fire/Building

Chief Kevin Welsh

1. Approval of Brick Repair Bid for remaining Plaza Building
2. Report

D. Public Works

Harrison Maddox

1. Request to advertise for Chicago Heights-Glenwood Road Improvement Project
2. Report

E. Glenwoodie
Report

Phillip Robbins

F. Senior Programs/Park Programs
Report

JoAnne Alexander

NEW BUSINESS

OLD BUSINESS

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,


Ronald J. Gardiner
Village President

Posted and distributed 07/02/20

ACS FINANCIAL 07/01/2020 09:54:11 Schedule of Bills by (Fnd/Dpt) VILLAGE OF GLENWOOD
GL050S-V08.11 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 070720 COMMENT... BOARD MEETING 07/07/2020

DATA-JE-ID DATA COMMENT

W-07072020-030 BOARD MEETING 07/07/2020

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

Schedule of Bills by (Fnd/Dpt)
BY FUND AND DEPT (APL PIN) 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						
COLONIAL LIFE PERRY	257.42	VOLUNTARY EMPLOYEE DED	P 01.000.2119	197939 44786240605362		P 030 00027
DELTA DENTAL PLAN OF ILL 7/1/2020 - 7/31/2020	1,598.67	VOLUNTARY EMPLOYEE DED	P 01.000.2119	197911 1353163		P 030 00049
LOCAL #681 JUNE 2020 UNION DUES	116.00	VOLUNTARY EMPLOYEE DED	P 01.000.2119	197862 062220		P 030 00091
PROVEN ARMS & OUTFITTERS DUTY WEAPON PURCHASE	1,573.00	POLICE WEAPONS RECVBLE	01.000.1124	197812 06/15/2020		P 030 00129
ROGER HOLLENBECK 10 N WILLOW ESCROW RTRN.	200.00	BUILDING REPAIR ESCROW	01.000.2132	197947 06/30/2020		P 030 00142
RRK REALTY 732 E. 193RD PL.	1,000.00	BUILDING REPAIR ESCROW	01.000.2132	197890 06/17/2020		P 030 00143
	4,745.09					
ADMINISTRATION						
BLUE CROSS BLUE SHIELD 07/01/20 - 08/01/20	7,086.96	GROUP INSURANCE AND HOSP	01.100.9160	197827 07/01/2020		P 030 00009
FUSION CLOUD SERVICES, L BACKUP SERVER	319.89	TELEPHONE	01.100.9120	197809 27771457		P 030 00059
GARVEY'S OFFICE PRODUCTS HAND SANITIZER	39.45	OFFICE SUPPLIES	01.100.9111	197796 PINV1921598		P 030 00063
PENS	31.96	OFFICE SUPPLIES	01.100.9111	197797 PINV1922872		P 030 00064
REPORT COVER	16.02	OFFICE SUPPLIES	01.100.9111	197810 PINV1926873		P 030 00066
HAND SANITIZER	79.90	OFFICE SUPPLIES	01.100.9111	197901 PINV1932282		P 030 00068
CALCULATOR	81.13	OFFICE SUPPLIES	01.100.9111	197934 PINV1935706		P 030 00069
SPRAY AND WIPES	47.88	COVID 19	01.100.9342	197936 PINV1935804		P 030 00070
	296.34	*VENDOR TOTAL				
HERITAGE TECHNOLOGY SOLU ALLWORX AUGUST 2020	250.00	TELEPHONE	01.100.9120	197811 215305		P 030 00076
ALLWORX JULY 2020	250.00	TELEPHONE	01.100.9120	197861 215440		P 030 00077
	500.00	*VENDOR TOTAL				
HOMWOOD FLORIST RAYMOND SCHMELZER	108.05	DONATIONS/MEMORIALS	01.100.9187	197889 254796		P 030 00078

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						
ILLINOIS STATE POLICE COST CENTER 04178	28.25	MISCELLANEOUS	01.100.9891	197817 04178		P 030 00083
LANER MUCHIN JUNE 2020 RETAINER	2,797.72	LEGAL SERVICES	01.100.9151	197818 586988		P 030 00090
MARTIN WHALEN OFFICE SOL MONTHLY CONTRACT	315.89	COMPUTER-PROGRAMS & EQUI	01.100.9634	197864 IN2395900		P 030 00095
MUNICODE SUPPLEMENT PAGES	1,009.95	CODE OF ORDINANCES EXPEN	01.100.9133	197837 00344837		P 030 00115
PETERSON, JOHNSON & MURR TORY BRIDGEFORTH	580.50	LIABILITY INSURANCE	01.100.9171	197902 131625		P 030 00120
PITNEY BOWES PURCHASE PO POSTAGE	482.51	POSTAGE	01.100.9114	197941 06212020		P 030 00123
RWK IT SERVICES 8TB EXTERNAL HARD DRIVE 473-489-1091 IT SERVICE	400.00 8,166.96 8,566.96	COMPUTER-PROGRAMS & EQUI COMPUTER-PROGRAMS & EQUI *VENDOR TOTAL	01.100.9634 01.100.9634 01.100.9634	197903 7193 197935 7194		P 030 00147 P 030 00148
SHARK SHREDDING, INC. SHREDDING SERVICE	30.00	OFFICE SUPPLIES	01.100.9111	197813 46451		P 030 00149
THIRD MILLENNIUM CENSUS INSERT	21.22	CENSUS EXPENSE	01.100.9347	197805 24910		P 030 00157
ULINE GRADUATES 2020	333.77	MISCELLANEOUS	01.100.9891	197865 120263636		P 030 00160
UNION PACIFIC RAILROAD C MAIN ST. & S. YOUNG	3,477.83	RAILROAD PROPERTY RENTAL	01.100.9664	197926 307127867		P 030 00167
VERIZON WIRELESS 387115072-00001 387115072-00001	165.76 72.02 237.78	TELEPHONE COMPUTER-PROGRAMS & EQUI *VENDOR TOTAL	01.100.9120 01.100.9634 01.100.9634	197867 9856615770 197867 9856615770		P 030 00171 P 030 00173
PUBLIC WORKS	26,193.62					
BLUE CROSS BLUE SHIELD						

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
PUBLIC WORKS						
BLUE CROSS BLUE SHIELD 07/01/20 - 08/01/20	5,107.22	GROUP INSURANCE AND HOSP	01.300.9160	197827 07/01/2020		P 030 00010
07/01/20 - 08/01/20	769.53	GROUP INSURANCE AND HOSP	01.300.9160	197827 07/01/2020		P 030 00013
	5,876.75	*VENDOR TOTAL				
CINTAS FIRST AID SUPPLIES	71.51	CONTRACT SERVICES	01.300.9020	197908 5017885612		P 030 00023
COM ED 0603011043	1.40	UTILITIES	01.300.9180	197792 06/05/2020		P 030 00028
9957046006	26.48	ENERGY STREET LIGHTING	01.300.9221	197873 06/17/2020B		P 030 00032
4693040027	84.95	ENERGY STREET LIGHTING	01.300.9221	197875 06/12/2020		P 030 00034
3323042023	108.10	MAINT - MUNICIPAL GROUND	01.300.9441	197876 06/15/2020		P 030 00037
	220.93	*VENDOR TOTAL				
COMCAST 8771 40050 0163276	75.34	UTILITIES	01.300.9180	197845 06/12/2020		P 030 00042
COMPLETE DIESEL CARE INC M13	689.95	REPAIR & MAINTENANCE-VEH	01.300.9420	197816 6878		P 030 00043
ELMER & SONS LOCKSMITHS, PRIMUS CP KEYWAY	20.00	REPAIR/MAINT MUNICIPAL B	01.300.9430	197892 381781		P 030 00050
ELMORE'S LAWN CARE SERVI WEEK OF 5/4/2020	2,086.54	LAWN CARE SERVICES	01.300.9021	197943 375		P 030 00054
EXPERT CHEMICAL & SUPPLY CLEANING SUPPLIES	226.61	CLEANING SUPPLIES	01.300.9115	197893 852777		P 030 00057
KEITH'S POWER EQUIPMENT, BELT V	80.04	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	197846 89752		P 030 00084
CHAIN, CHAIN LOOP	154.29	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	197852 89920		P 030 00085
BLADES, ROPE, CHAIN	147.50	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	197944 90471		P 030 00086
	381.83	*VENDOR TOTAL				
MARTIN IMPLEMENT SALES, BACKHOE LOAD	1,700.71	REPAIR & MAINTENANCE-VEH	01.300.9420	197819 S50658		P 030 00092
MARTIN LEASING, INC. ROTARY CUTTER 018738	825.00	MAINT - MUNICIPAL GROUND	01.300.9441	197863 06/15/2020		P 030 00094
06/15/2020-06/21/2020	825.00	REPAIR & MAINTENANCE-VEH	01.300.9420	197896 R23234		P 030 00093
	1,650.00	*VENDOR TOTAL				

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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								
MENARDS								
LEVEL HEAD RAKE	89.97	PURCHASE-GENERAL TOOLS/E	01.300.9550	197883	87134		P	030 00098
SUPPLIES	55.03	REPAIR/MAINT MUNICIPAL B	01.300.9430	197897	87625		P	030 00101
BALL VALVE WITH DRAIN	16.99	REPAIR/MAINT MUNICIPAL B	01.300.9430	197898	87668		P	030 00102
NOZZLE	25.98	REPAIR/MAINT MUNICIPAL B	01.300.9430	197899	87382		P	030 00100
TRIM AND PAINT	51.46	REPAIR/MAINT MUNICIPAL B	01.300.9430	197931	88287		P	030 00103
	239.43	*VENDOR TOTAL						
MINER ELECTRONICS CORP. HT1250 DISPLAY 128 CH.	65.00	REPAIR & MAINTENANCE-VEH	01.300.9420	197847	270268		P	030 00106
MONARCH AUTO SUPPLY INC. OIL	14.75	REPAIR & MAINTENANCE-VEH	01.300.9420	197820	6981-495686		P	030 00109
2012 FORD F750	216.58	REPAIR & MAINTENANCE-VEH	01.300.9420	197821	6981-495669		P	030 00108
	231.33	*VENDOR TOTAL						
MULCH MASTERS TOPSOIL	672.00	MAINT - MUNICIPAL GROUND	01.300.9441	197884	36253		P	030 00111
OTIS ELEVATOR COMPANY JULY 2020	193.77	CONTRACT SERVICES	01.300.9020	197885	100400009092		P	030 00118
PIRTEK SOUTH HOLLAND HOSE REPAIR	122.00	REPAIR & MAINTENANCE-VEH	01.300.9420	197822	OH-T00003528		P	030 00121
PARTS	5.41	REPAIR & MAINTENANCE-VEH	01.300.9420	197823	SH-T00002018		P	030 00122
	127.41	*VENDOR TOTAL						
POWER EQUIPMENT LEASING DIELECTRIC TESTING	670.00	REPAIR & MAINTENANCE-VEH	01.300.9420	197932	W1897		P	030 00128
R&R MAINTENANCE FIRE & F 2005 FORD F-350	240.00	REPAIR & MAINTENANCE-VEH	01.300.9420	197838	12267		P	030 00130
2002 FORD F-750	600.00	REPAIR & MAINTENANCE-VEH	01.300.9420	197840	12299		P	030 00133
	840.00	*VENDOR TOTAL						
RAY & WALLY'S TOWING TOWING SERVICE	250.00	REPAIR & MAINTENANCE-VEH	01.300.9420	197824	44937		P	030 00136
RUSSO POWER EQUIPMENT TORO GRASS GOBBLER	259.99	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	197849	SPI10292071		P	030 00146
BLADE - ATOMIC	43.98	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	197850	SPI10292018		P	030 00145
BELT, MULCH BLADE	373.58	REPAIR/MAINT-GEN TOOLS/E	01.300.9425	197851	SPI10292000		P	030 00144
	677.55	*VENDOR TOTAL						

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****						
PUBLIC WORKS								
STONY TIRE INC SPARE JUNK TIRE REPLACED	136.50	REPAIR & MAINT	VEH 01.300.9420	197853	1-155203		P	030 00151
T & T MAINTENANCE JUNE 2020	3,856.00	CONTRACT SERVICES	01.300.9020	197900	0018		P	030 00154
UNIFIRST CORPORATION MATS MATS	92.57 92.57 185.14	REPAIR/MAINT MUNICIPAL B REPAIR/MAINT MUNICIPAL B *VENDOR TOTAL	01.300.9430 01.300.9430	197825 197933	160 0199429 160 0201794		P	030 00163 030 00165
VERIZON WIRELESS 387115072-00001 387115072-00001	110.03 279.65 389.68	COMPUTER-PROGRAMS & EQUI TELEPHONE *VENDOR TOTAL	01.300.9634 01.300.9120	197867 197867	9856615770 9856615770		P	030 00175 030 00176
WALLY'S TREE SERVICE 421 MINERVA TREE REMOVAL	600.00	TREE CONTRACTOR/REPLACEM	01.300.9610	197868	06/17/2020		P	030 00179
PARKS	22,133.98							
COM ED 1044645008 1629813011 2049042008 1044646005	120.16 37.81 175.78 25.41 359.16	UTILITIES UTILITIES UTILITIES UTILITIES *VENDOR TOTAL	01.400.9180 01.400.9180 01.400.9180 01.400.9180	197872 197874 197877 197891	06/17/2020 A 06/17/2020C 061520 06192020		P	030 00031 030 00033 030 00035 030 00039
MULCH MASTERS MULCH	624.00 983.16	MAINT - MUNICIPAL GROUND	01.400.9441	197884	36253		P	030 00110
POLICE								
A T & T MOBILITY 287283789881	186.96	TELEPHONE	01.500.9120	197860	05312020		P	030 00001
ARTISTIC ENGRAVING DETECTIVE STAR	118.78	PURCHASES-PERSONNEL EQUI	01.500.9590	197854	15163		P	030 00006

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AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
POLICE						
BLUE CROSS BLUE SHIELD 07/01/20 - 08/01/20 07/01/20 - 08/01/20	35,829.15 2,142.94 37,972.09	GROUP INSURANCE AND HOSP GROUP INSURANCE AND HOSP *VENDOR TOTAL	01.500.9160 01.500.9160	197827 07/01/2020 197827 07/01/2020		P 030 00012 P 030 00014
CINTAS FIRST AID SUPPLIES	230.04	OFFICE SUPPLIES	01.500.9111	197922 5017885611		P 030 00022
COMCAST 8771 40 050 0038247	338.87	COMPUTER-PROGRAMS & EQUI	01.500.9634	197855 06/09/2020		P 030 00040
FIFTH THIRD BANK ID20200214000013	37.87	BANK CHARGES	01.500.9710	197923 20200214000013		P 030 00058
GARVEY'S OFFICE PRODUCTS GLOVES AND SANITIZER ALL PURPOSE CLEANER	254.34 95.88 350.22	OFFICE SUPPLIES OFFICE SUPPLIES *VENDOR TOTAL	01.500.9111 01.500.9111	197795 PINV1923053 197857 PINV1929297		P 030 00065 P 030 00067
HOMEWOOD FLORIST VILLGL - KAREN MILLER	62.00	MISCELLANEOUS	01.500.9891	197937 254938		P 030 00079
ILLINOIS PUBLIC RISK FUN JULY 2020 WORKERS COMP	19,011.00	WORKMENS COMP INSURANCE	01.500.9170	197830 60432		P 030 00082
MARTIN WHALEN OFFICE SOL MONTHLY CONTRACT	344.84	COMPUTER-PROGRAMS & EQUI	01.500.9634	197864 IN2395900		P 030 00096
MINER ELECTRONICS CORP. JULY AUGUST SEPT. 2020	927.00	REPAIR/MAINT COMMUNICATI	01.500.9410	197799 100700		P 030 00105
MINUTEMAN PRESS FORMS	164.76	OFFICE SUPPLIES	01.500.9111	197800 6049		P 030 00107
MUNICIPAL SYSTEMS, INC. MAY 2020 MAY 2020	541.67 200.00 741.67	MUNICIPAL SYSTEMS MUNICIPAL SYSTEMS *VENDOR TOTAL	01.500.9153 01.500.9153	197833 19109 197834 19110		P 030 00112 P 030 00113
PITNEY BOWES PURCHASE PO POSTAGE	482.50	POSTAGE	01.500.9114	197941 06212020		P 030 00125
POLICE LAW INSTITUTE ANNUAL SUBSCRIPTION	2,944.00	PERSONNEL TRAINING	01.500.9181	197886 14206		P 030 00127

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
POLICE						
R&R MAINTENANCE FIRE & F 2017 FORD INTERCEPTOR	60.00	REPAIR & MAINTENANCE-VEH	01.500.9420	197804 12293		P 030 00132
2015 FORD EXP. INTCPR.	60.00	REPAIR & MAINTENANCE-VEH	01.500.9420	197924 12315		P 030 00134
2019 FORD INTERCEPTOR	60.00	REPAIR & MAINTENANCE-VEH	01.500.9420	197925 12318		P 030 00135
	180.00	*VENDOR TOTAL				
SHARK SHREDDING, INC. SHREDDING SERVICE	30.00	OFFICE SUPPLIES	01.500.9111	197813 46451		P 030 00150
U.S. BANK EQUIPMENT FINA POLICE DEPT. COPIER	405.74	REPAIR & MAINT. COPY MAC	01.500.9412	197866 417027430		P 030 00158
UNIFIRST CORPORATION PD MATS	92.41	REPAIR/MAINT MUNICIPAL B	01.500.9430	197859 160 0199430		P 030 00164
PD MATS	92.41	REPAIR/MAINT MUNICIPAL B	01.500.9430	197938 160 0201795		P 030 00166
	184.82	*VENDOR TOTAL				
VAN DRUNEN FORD CO. 2015 FORD TRUCK UTILITY	362.96	REPAIR & MAINTENANCE-VEH	01.500.9420	197806 FOC568017		P 030 00169
2015 FORD TRUCK EXPLORER	802.67	REPAIR & MAINTENANCE-VEH	01.500.9420	197807 FOC567649		P 030 00168
	1,165.63	*VENDOR TOTAL				
VERIZON WIRELESS 387115072-00001	84.80	TELEPHONE	01.500.9120	197867 9856615770		P 030 00170
387115072-00001	144.04	COMPUTER-PROGRAMS & EQUI	01.500.9634	197867 9856615770		P 030 00172
	228.84	*VENDOR TOTAL				
	66,107.63				
FIRE						
BLUE CROSS BLUE SHIELD 07/01/20 - 08/01/20	6,245.46	GROUP INSURANCE AND HOSP	01.600.9160	197827 07/01/2020		P 030 00015
COMCAST 8771 40 050 0025038	96.95	MAINTENANCE-STATION #2	01.600.9432	197887 06/09/2020 A		P 030 00041
ELMORE'S LAWN CARE SERVI WEEK OF 6/8/2020	480.00	GRASS CUT/BOARD UP VACAN	01.600.9632	197793 06/12/2020		P 030 00051
LOT CUT WEEK OF 6/15/20	390.00	GRASS CUT/BOARD UP VACAN	01.600.9632	197856 06/18/2020		P 030 00052
WEEK OF 6/22/2020	210.00	GRASS CUT/BOARD UP VACAN	01.600.9632	197917 06262020		P 030 00053
	1,080.00	*VENDOR TOTAL				

Schedule of Bills by (Fnd/Dpt)
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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN CORPORATE FUND		*****				
FIRE						
EMS DEPARTMENT UCHICAGO EXP. DRUG REPL. A20 A21	73.91	REPAIR/MAINT-GEN TOOLS/E	01.600.9425	197888 2020-605		P 030 00056
KURTZ AMBULANCE SERVICE 05/01/20 - 05/31/20	5,662.83	CONTRACT SERVICES	01.600.9020	197798 10548		P 030 00087
MUNICIPAL SYSTEMS, INC. MAY 2020	300.00	BUILDING CODE HEARINGS	01.600.9105	197835 19111		P 030 00114
PITNEY BOWES PURCHASE PO POSTAGE	482.51	POSTAGE	01.600.9114	197941 06212020		P 030 00124
T & T BUSINESS SYSTEMS I XM5163	27.16	COPY MACHINE	01.600.9604	197842 103835		P 030 00153
ULLOA MUFFLERS STRUTS/6 MONTH WARRANTY OIL CHANGE AND TUNEUP	650.00 400.00 1,050.00	REPAIR & MAINTENANCE-VEH REPAIR & MAINTENANCE-VEH *VENDOR TOTAL	01.600.9420 01.600.9420	197843 06/16/2020 197858 06/18/2020		P 030 00161 P 030 00162
VERIZON WIRELESS 387115072-00001	38.01	COMPUTER-PROGRAMS & EQUI	01.600.9634	197867 9856615770		P 030 00174
SENIOR CENTER FUND	15,056.83					
BLUE CROSS BLUE SHIELD 07/01/20 - 08/01/20	769.53	GROUP INSURANCE AND HOSP	01.800.9160	197827 07/01/2020		P 030 00016
NICOR GAS 74-66-15-1000 3	48.54	UTILITIES	01.800.9180	197942 05/25/2020-		P 030 00117
ZIP TRANSPORTATION LLC MAY 2020	20.00	TAXI VOUCHER PROGRAM	01.800.9611	197808 786		P 030 00181
CORPORATE FUND	838.07					
MOTOR FUEL TAX FUND	136,058.38	**TOTAL FUND**				
MOTOR FUEL TAX EXPENDITURES		*****				
GALLAGHER MATERIAL CORP						

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 MOTOR FUEL TAX FUND		*****				
MOTOR FUEL TAX EXPENDITURES						
GALLAGHER MATERIAL CORP N-50 SURFACE	908.50	STREETS SIDEWALKS & ROAD	03.310.9460	197794 15129		P 030 00061
N50 SURFACE	268.66	STREETS SIDEWALKS & ROAD	03.310.9460	197894 15232		P 030 00062
BALANCE OF ORIGINAL INV.	75.75	STREETS SIDEWALKS & ROAD	03.310.9460	197895 15030		P 030 00060
	1,252.91	*VENDOR TOTAL				
MOTOR FUEL TAX FUND	1,252.91	*****				
WATER ACCOUNT	1,252.91	**TOTAL FUND**				
BALANCE SHEET		*****				
MEEKER REAL ESTATE 239 SCHOOL	41.93	SEWER & WATER A/C RECEIV	10.000.1110	197918 06262020		P 030 00097
SEWER & WATER EXPENDITURES	41.93	*****				
AT & T 708 757-3861 848 7	95.99	TELEPHONE	10.110.9120	197929 06202020		P 030 00007
B & F FABRICATING INC WALL - EXPANDED METAL	115.00	REPAIR/MAINT - WATER SYS	10.110.9411	197930 48953		P 030 00008
BLUE CROSS BLUE SHIELD 07/01/20 - 08/01/20	10,097.75	GROUP INSURANCE AND HOSP	10.110.9160	197827 07/01/2020		P 030 00011
CITY OF CHICAGO HEIGHTS 0701003004 01 METER 2	47,166.72	WATER PURCHASES/CHGO HTS	10.110.9608	197791 04/30/2020 2		P 030 00024
0701003004-01 METER 2	49,529.60	WATER PURCHASES/CHGO HTS	10.110.9608	197945 05/01/2020		P 030 00025
0701003005-01 METER 1	53,187.52	WATER PURCHASES/CHGO HTS	10.110.9608	197946 05/01/2020.		P 030 00026
	149,883.84	*VENDOR TOTAL				
COM ED 7059133039	86.83	UTILITIES	10.110.9180	197870 06/17/2020		P 030 00030
053143114	58.61	UTILITIES	10.110.9180	197871 06/17/20		P 030 00029
2133451002	27.80	UTILITIES	10.110.9180	197878 061520 1		P 030 00036
	173.24	*VENDOR TOTAL				
COMPLETE DIESEL CARE INC MI7	600.00	REPAIR & MAINTENANCE-VEH	10.110.9420	197815 6922		P 030 00044

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN WATER ACCOUNT		*****				
SEWER & WATER EXPENDITURES						
CONSTELLATION NEW ENERGY 874148	3,330.85	ENERGY FOR PUMPING	10.110.9223	197880 06172020		P 030 00047
CORE & MAIN SMART MODE 12S3GLXX	3,048.00	WATER METER PROGRAM	10.110.9637	197881 M471111		P 030 00048
ELMORE'S LAWN CARE SERVI WEEK OF 5/4/2020	521.64	LAWN CARE SERVICES	10.110.9021	197943 375		P 030 00055
MENARDS SUPPLIES	15.88	REPAIR & MAINTENANCE-VEH	10.110.9420	197882 87158		P 030 00099
METROPOLITAN INDUSTRIES, DATA SERVICE VARIOUS LOC	380.00	CONTRACT SERVICES	10.110.9020	197848 INV017949		P 030 00104
PITNEY BOWES PURCHASE PO POSTAGE	482.50	POSTAGE	10.110.9114	197941 06212020		P 030 00126
R&R MAINTENANCE FIRE & F 2015 INTL. 4900 DT 466	120.00	REPAIR & MAINTENANCE-VEH	10.110.9420	197839 12278		P 030 00131
RED WING SHOES ANTHONY LOBUE JOE BENOIT	228.38 193.18 421.56	PURCHASE-PERSONNEL EQUIP	10.110.9590	197801 20200610030438 197802 2020061003048		P 030 00137 P 030 00138
RELIANCE SAFETY LANE & S SAFETY INSPECTIONS	127.00	REPAIR & MAINTENANCE-VEH	10.110.9420	197803 118185		P 030 00141
THIRD MILLENNIUM UTILITY BILLS	596.32	CONTRACT SERVICES	10.110.9020	197805 24910		P 030 00156
WATER ACCOUNT	170,009.57	*****				
GLENWOODIE GOLF COURSE	170,051.50	**TOTAL FUND**				
GLENWOODIE EXPENDITURES		*****				
ILLINOIS DEPARTMENT OF JANUARY 2020	737.00	UNEMPLOYMENT INSURANCE	70.770.9045	197869 060520		P 030 00080
JANUARY 2020	6,429.00	UNEMPLOYMENT INSURANCE	70.770.9045	197869 060520		P 030 00081
	7,166.00	*VENDOR TOTAL				

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
AAAA STANDARD APPROVAL PLAN GLENWOODIE GOLF COURSE		*****				
GLENWOODIE EXPENDITURES	7,166.00					
GOLF COURSE MAINTENANCE						
AIRGAS NORTH CENTRAL , I REFILLS	213.49	MISCELLANEOUS	70.771.9891	197919 9102109034		P 030 00004
ARTHUR CLESEN INC. FUNGICIDE	1,610.00	CHEMICALS	70.771.9225	197905 352483		P 030 00005
BLUE CROSS BLUE SHIELD 07/01/20 - 08/01/20	3,662.00	GROUP INSURANCE AND HOSP	70.771.9160	197827 07/01/2020		P 030 00017
BTSI GROOM 2X2.5 GAL HYDRA TITAN TUBE STYLE COLOR FLAGS	680.00 450.00 242.59 1,372.59	CHEMICALS CHEMICALS COURSE/RANGE/SHOP SUPPLI *VENDOR TOTAL	70.771.9225 70.771.9225 70.771.9742	197906 63788 197907 63794 197920 63854		P 030 00019 P 030 00020 P 030 00021
CONSERV FS FUEL FUEL	634.58 580.46 1,215.04	GAS AND OIL GAS AND OIL *VENDOR TOTAL	70.771.9210 70.771.9210	197909 105007994 197910 105007995		P 030 00045 P 030 00046
GREAT LAKES TURF LLC KNIFE PLUS IRON MADE 30 GALLON DRUM IRON MADE 30 GALLON DRUM	552.76 1,117.75 1,117.75 2,788.26	FERTILIZER FERTILIZER FERTILIZER *VENDOR TOTAL	70.771.9741 70.771.9741 70.771.9741	197914 35106 197915 35145 197916 35022		P 030 00074 P 030 00075 P 030 00073
NICOR GAS 00-25-20-2968 1	41.58	UTILITIES	70.771.9180	197928 05/24/2020-		P 030 00116
REINDERS, INC. BEDKNIFE EDGEMAX TRANSAXLE HUB	243.01 366.66 609.67	REPAIR/MAINT-TURF EQUIPM REPAIR/MAINT-TURF EQUIPM *VENDOR TOTAL	70.771.9425 70.771.9425	197912 1834071-00 197921 1834480-00		P 030 00139 P 030 00140
TCF NATIONAL BANK TORO GROUNDMASTER 4500D	688.79	EQUIPMENT LEASE PAYMENTS	70.771.9838	197927 6577281		P 030 00155
WELLS FARGO FINANCIAL GREENSROLLER	286.52 12,487.94	EQUIPMENT LEASE PAYMENTS	70.771.9838	197913 5010644114		P 030 00180

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		*****				
TIF HALSTED SOUTH						
TIF HALSTED SOUTH	136.61	TIF DISTRICT EXPENSES	73.730.9631	197879 061720		P 030 00038
COM ED 0708088108	136.61	*****				
TIF HALSTED SOUTH	136.61	**TOTAL FUND**				
AAAA	332,224.39	*TOTAL APPROVAL PLAN				

ACS FINANCIAL
07/01/2020 09:54:12

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

332,224.39

REPORT TOTALS:

RECORDS PRINTED - 000181

ACS FINANCIAL
07/01/2020 09:54:12

Schedule of Bills by (Fnd/Dpt)

VILLAGE OF GLENWOOD
GL060S-V08.11 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	CORPORATE FUND	136,058.38
03	MOTOR FUEL TAX FUND	1,252.91
10	WATER ACCOUNT	170,051.50
70	GLENWOODIE GOLF COURSE	24,724.99
73	TIF HALSTED SOUTH	136.61
TOTAL ALL FUNDS		332,224.39

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BLUE	CORPORATE	136,058.38
GREEN	WATER	170,051.50
LTBL	MOTOR FUEL TAX	1,252.91
RED	GLENWOODIE GOLF COURSE	24,724.99
TIFS	TIF HALSTED SOUTH	136.61
TOTAL ALL BANKS		332,224.39

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 416750404

DUE DATE

07/09/2020

TOTAL DUE

\$848.74

PLEASE REFERENCE INVOICE # ON YOUR CHECK

PLEASE RETURN THIS PORTION WITH REMITTANCE PAYABLE TO:



000001255 01 SP 0.500 106481195467982 P

ACCOUNTS PAYABLE

GLENWOOD VILLAGE OF

13 S REBECCA ST

GLENWOOD, IL 60425-1619 *06/12/20*

DATE _____

AMOUNT _____

PAID BY _____

DATE _____

CHECK NO. _____



U.S. BANK EQUIPMENT FINANCE

P.O. BOX 790448

ST LOUIS, MO 63179-0448

790448 416750404 000084874



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

DATE OF INVOICE 06/12/2020

INVOICE NUMBER 416750404

Customer Credit Account Number 1181514

DUE DATE

07/09/2020

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 69860 POOL 1 BWC	06/09/2020 - 07/09/2020	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 236469 PREVIOUS METER 231923 CURRENT USAGE 4546	
		EQUIPMENT ID 82544 XEROX W78745PT2 COPIER SERIAL NUMBER MX4766077BLK CURRENT METER 322951 PREVIOUS METER 319696 CURRENT USAGE 3255	
		TOTAL CURRENT USAGE 7801 TOTAL ALLOWANCE 15000 *OVERAGE 0 @ 0.01060	
COVERAGE POOL 2 CLRC	05/09/2020 - 06/09/2020	GLENWOOD VILLAGE OF 13 S REBECCA ST GLENWOOD IL 60425-1619	



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

DATE OF INVOICE 06/12/2020
 INVOICE NUMBER 416750404
 Customer Credit Account Number 1181514

DUE DATE
07/09/2020

TOTAL DUE
\$848.74

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

CONTRACT NUMBER	DATE	DESCRIPTION	AMOUNT
500-0456249-000		EQUIPMENT ID 82593 XEROX W78735PT2 COPIERS-CPC SERIAL NUMBER MX0131472CLR CURRENT METER 45449 PREVIOUS METER 44415 CURRENT USAGE 1034	
		EQUIPMENT ID 82544 XEROX W78745PT2 COPIERS-CPC SERIAL NUMBER MX4766077CLR CURRENT METER 141578 PREVIOUS METER 139302 CURRENT USAGE 2276	
		TOTAL CURRENT USAGE 3310 TOTAL ALLOWANCE 5000	
COVERAGE	05/09/2020 - 06/09/2020	*OVERAGE 0 @ 0.07830	

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

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

BILLING STATEMENT

FIRST INSURANCE
FUNDING
A WINTRUST COMPANY

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

NOTICE DATE
05/08/2020
INSTALLMENT DUE DATE
06/01/2020

Insured 00015547 1 MB .439 1

 VILLAGE OF GLENWOOD ONE ASSELBORN WAY GLENWOOD, IL 60425

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

Previous Account Balance	\$	233,989.36
Payments/Adjustments	\$	(66,379.96)
Fees and Other Charges	\$	(1,659.50)
Current Account Balance	\$	165,949.90
Past Due Amount	\$	0.00
Current Installment Amount	\$	33,189.98
Total Amount Due	\$	33,189.98

Any Past Due Amount is due immediately.

Check your account online: Your username is "900-91234518". Your password is "m692174T" unless you have changed it.

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

INTL. REC. BY _____
CLERICAL CLERK SE 5/18/20
DISCOUNT _____
NET PAYMENT 34,864.48

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

www.firstinsurancefunding.com

Thank you for allowing us to be of service! We appreciate your business.
40772608

APPROVED BY _____
DATE _____
CHECK NO. _____ FIFCBILL0912

FIRST INSURANCE
FUNDING
A WINTRUST COMPANY

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

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

Insured
VILLAGE OF GLENWOOD ONE ASSELBORN WAY GLENWOOD, IL 60425

REMITTANCE STUB

Please detach and return this portion with your payment.

NOTICE DATE	05/08/2020
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ACCOUNT NUMBER	900 - 91234518
CURRENT INSTALLMENT DUE DATE:	06/01/2020
TOTAL AMOUNT DUE:	\$ 33,189.98
AMOUNT ENCLOSED:	\$ _____

90000009123451800003318998

Schedule of Bills Recap
Board Meeting 07/20/2020

Corporate Schedule of Bills	\$ 136,058.38
US Bank	\$ 848.74
First Insurance Funding	\$ 34,864.48
Total Bills Payable 07/20/2020	\$ 171,771.60

Fund	Disbursements
Corporate	\$ 171,771.60
Sewer & Water	\$ 170,051.50
Motor Fuel	\$ 1,252.91
Glenwoodie Golf Course	\$ 24,724.99
TIF Halsted South	\$ 136.61
Total All Funds	\$ 367,937.61

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

DATE _____

APPROVED BY :

VILLAGE OF GLENWOOD
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT entered into this 1st day of August, 2020, by and between the VILLAGE OF GLENWOOD, a municipal corporation of the State of Illinois, party of the first part, hereinafter referred to as the "Village", and THE HOLBROOK FIRE PROTECTION DISTRICT, a municipal corporation of Bloom Township, Cook County, Illinois, party of the second part, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the District is the political entity charged with the responsibility of providing fire and emergency medical services for the residents of the District, which lies entirely in unincorporated Cook County; and

WHEREAS, all properties which lie in the District, all improvements, and structures therein, lie outside the corporate limits of the Village; and

WHEREAS, the District has requested the Village to make available to the participant property owners of the District the fire department services and facilities of said Village; and

WHEREAS, the Village has agreed to furnish such fire department services pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and the covenant hereinafter contained, IT IS AGREED as follows:

1. The Village hereby agrees to provide fire department services for the period of one (1) year(s) from the date of this Agreement and shall continue in effect under the same terms and conditions as provided herein, unless cancelled and terminated as provided in Paragraph 6 of this Agreement.

2. That in consideration of such fire department services, the District agrees to pay the Village for all participants such sums that are due and payable pursuant to Chapter 42, Section 42-47 (Appendix "B") of the Glenwood Code of Ordinances, as may thereafter be amended. Said payments shall be due and payable in advance on or before May 1 of each year that this Agreement shall be in effect.

3. The District shall be solely responsible for the payment to the Village for those properties, which have chosen the District's contract offer. The number and nature of those properties that participate with the District will determine the annual contractual fee owed the Village by the District.

4. Notwithstanding any provisions contained within this Agreement, it is expressly agreed between the parties hereto that fire alarms for property located within the limits of the Village shall have priority.

5. The right, title and interest of the Participant under this Agreement may from time to time be assigned with respect to all of the above-described premises, or to various parts thereof, which are included under the terms of this Agreement, it being understood that this Agreement

shall include any additions, alterations or enlargements which the Participant may make to its premises during the term of this Agreement.

6. This Agreement shall remain in full force and effect until its termination date, or until cancelled by mutual agreement of the parties hereto, or by prior written notice of one party to the other giving ninety (90) days notice of said cancellation to the other party.

7. Each of the parties to this Agreement does hereby expressly release the other party from any and all claims against the other party for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement. The District does hereby further agree to indemnify and hold harmless the Village for any and all claims or judgments, as well as attorneys' fees and court costs that are incurred relative to any and all actions brought pursuant to the execution of the terms and provisions of this Agreement. Notwithstanding any of the foregoing, neither party shall either release or indemnify the other party for any loss occurring due to the other party's negligent or intentional misconduct.

8. The District will supply to the Village a currently in-force certificate of insurance for liability insurance which names the Village as an additional insured. This policy shall show an endorsement for notice to the Village of cancellation for any reason with a thirty-day notice. Cancellation of this policy will affect immediate cancellation of this Agreement without need for notice to District.

9. By execution of this Agreement, the parties hereto do hereby expressly warrant and certify that said execution is duly authorized and fully binding on that party.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized officers, the day and year first above written.

ATTEST:

Village Clerk

VILLAGE OF GLENWOOD,
an Illinois Municipal Corporation

By: _____
Village President

DATE: _____

ATTEST:


Board Secretary

HOLBROOK FIRE PROTECTION
DISTRICT, a municipal corporation
of Bloom Township

By: 
Board President

DATE: 6-30-20

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2020 - _____

**A RESOLUTION APPROVING A WATER SUPPLY CONTRACT BETWEEN THE
VILLAGE OF GLENWOOD AND THE SOUTHLAND WATER AGENCY**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 7TH DAY OF JULY, 2020**

RESOLUTION NO. 2020 - _____

A RESOLUTION APPROVING A WATER SUPPLY CONTRACT BETWEEN THE VILLAGE OF GLENWOOD AND THE SOUTHLAND WATER AGENCY

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, on May 19, 2019 the Villages of South Holland, East Hazel Crest and Thornton entered into an intergovernmental agreement to establish the Southland Water Agency, a Joint Acton Municipal Water Agency pursuant to Section 3.1 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et.seq.* (the “Agency”);

WHEREAS, the Southland Water Agency was formed for the purpose of building the necessary intake facilities, treatment plant, transmission mains, pumping stations and other improvements to take water from Lake Michigan from a location off of the State of Indiana in order to supply potable water to the Charter members of the Agency and other customers;

WHEREAS, Agency representatives have advised the Village of Glenwood that they intend to move forward with this project upon entering into contracts with potential customers which in total have an approved 2025 water allocation from Lake Michigan in the amount of 20 MGD (Million Gallons per Day);

WHEREAS, if the Agency is able complete all the facilities necessary to be able to supply Lake Michigan water, the Water Supply Contract attached hereto ad Exhibit A provides that:

- a. The initial water rate paid by the Village of Glenwood will be at least 5% less than the total water rate and other supply charges paid by the Village under its existing water supply contract with Chicago Heights as of the date of the Agency's initial delivery of Lake Michigan water to Glenwood;
- b. Glenwood's initial water rate will remain unchanged for the first 10 years after the date of the Agency's initial delivery to Glenwood; and
- c. Beginning as of the 11th year after the Agency initially delivers water to Glenwood and over the remainder of the 50 year contract term, the water rate charged to Glenwood will not increase by more than 2.0% in any calendar year.

WHEREAS, the proposed Water Supply Contract attached hereto ad Exhibit A is a "take or pay agreement" which requires the Village to pay for a minimum of .750 MGD of water whether such water is used or not.

WHEREAS, the proposed Water Supply Contract attached as Exhibit A requires the Village to make an initial non-refundable payment equal to \$50,000 per MGD of the Village's 2025 Illinois Department of Natural Resources Lake Michigan water allocation which is 1.253 MGD;

WHEREAS, pursuant to the terms of the proposed water supply contract, the Village's initial payment to the Agency is \$62,650.00 if the Village approved the proposed water supply contract and paid 50% of its initial contribution on or before July 1, 2020;

WHEREAS, the Village has been advised that the Agency will extend the time Glenwood has to approve the proposed contract attached as Exhibit A and pay 50% of its initial contribution such that the Village's initial contribution will be no more than it would have been if the Village approved the attached water supply contract and paid 50% of its initial contribution (\$31,325) on or before July 1, 2020;

NOW THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood pursuant to its Home Rule powers as follows:

Section 1. Recitals.

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

Section 2. Approval of water supply contract.

The water supply contract with the Southland Water Agency attached as Exhibit A is approved provided that the Village of Glenwood's initial contribution is no more than a total of \$62,650 payable as follows:

50% (\$31,325) payable upon Glenwood's approval of the contract;

25% (\$15,663) payable on or before July 1, 2021; and

25% (\$15,662) payable on or before July 1, 2022.

Provided the Agency agrees that the Village of Glenwood's initial contribution shall not exceed the amount that would have been due if the Village approved the attached Water Supply Contract before July 1, 2020 and paid 50% (\$31,325) of its initial contribution before July 1, 2020, the Village President, Ronald Gardiner, and the Village Clerk, Dion Lynch, shall be authorized to execute the attached water supply contract with the Southland Water Agency for and on behalf of the Village of Glenwood.

Section 3. Home Rule.

This Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether this Resolution should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or (b) legislate in a manner or

regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

Section 4. Effective Date.

This Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED by roll call vote this 7th day of July, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of July, 2020.

Ronald J. Gardiner, Village President

ATTEST:

Dion Lynch, Village Clerk

EXHIBIT A

(Water Supply Contract between the Southland Water Agency and the Village of Glenwood)

EXHIBT A

(Water Supply Contract between the Southland Water Agency and the Village of Glenwood)



WATER SUPPLY CONTRACT
Between
The Southland Water Agency
and
The Village of Glenwood, Illinois

2020

**WATER SUPPLY CONTRACT
BETWEEN
THE SOUTHLAND WATER AGENCY

AND
THE VILLAGE OF GLENWOOD**

THIS CONTRACT made and entered into this day of , 2020, and executed in duplicate originals (each executed copy constituting an original) by and between the Southland Water Agency, a special purpose Agency, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, and the Village of Glenwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the second part.

**WATER SUPPLY CONTRACT BETWEEN THE SOUTHLAND WATER
AGENCY AND THE VILLAGE OF GLENWOOD, ILLINOIS**

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**SOUTHLAND WATER AGENCY AND
VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS
WATER SUPPLY CONTRACT**

THIS WATER SUPPLY CONTRACT, dated as of _____, 2020, between the Southland Water Agency, a Joint Action Municipal Water Agency and public corporation under Section 3.1 of the Intergovernmental Cooperation Act (§ 5 ILCS 220/3.1) and the Village of Glenwood, Illinois, an Illinois municipal corporation:

WHEREAS, on May 7, 2019, the Village of South Holland, IL, the Village of East Hazel Crest, IL and the Village of Thornton, IL (“Charter Members”), each a municipal corporation, entered into an Intergovernmental Agreement, (hereinafter, the “Intergovernmental Agreement”) whereby they established the Southland Water Agency, a Joint Action Municipal Water Agency and public corporation under Section 3.1 of the Intergovernmental Cooperation Act (§ 5 ILCS 220/1 et seq.) (the “AGENCY”); and

WHEREAS, the AGENCY was established for the purpose of providing adequate supplies of potable Lake Michigan water (“Lake Water”) and water utilities to, from and within the Village of South Holland, IL, the Village of East Hazel Crest, IL and the Village of Thornton, IL (the “Charter Members”), and to other customers; and

WHEREAS, the AGENCY has entered into a long-term contract with Indiana Infrastructure, LLC, for access to Lake Michigan in order to draw Lake Michigan Water for the supply of potable water to the AGENCY Waterworks System; and

WHEREAS, the AGENCY is now or in the future will be the owner and operator

of a waterworks system providing intake, treatment and distribution facilities for Lake Water, consisting of transmission mains, reservoirs, pumping stations, and related facilities (the “Waterworks System”) capable of supplying Lake Water meeting the requirements of the Charter Members and the Village of Glenwood (“PURCHASER”); and

WHEREAS, the Charter Members and the PURCHASER each have their own waterworks systems (“Unit Systems”) to sell and distribute potable water received to their own customers; and

WHEREAS the AGENCY is committed to serve within its planned water Service Area as depicted in Exhibit “A” and to charge for such service fair and equitable rates which are not prohibitive; and

WHEREAS, the Waterworks System will interconnect with and supply Lake Water to the PURCHASER’s waterworks and supply systems, generally at the location depicted in Exhibit “B” (hereinafter, the “Point of Delivery”); and

WHEREAS, under the laws of the State of Illinois, the AGENCY and PURCHASER are authorized to enter into contracts for the purchase and sale of water; and

WHEREAS it is the intent of the AGENCY and PURCHASER to recognize that the Charter Members enabled the AGENCY to establish the AGENCY Water Supply System such that its essential design is in accordance with good engineering practice, and is sufficient to serve all customers, and that the Members have made extraordinary investment, contributions and commitments to the AGENCY and the AGENCY Water Supply System; and.

WHEREAS, the PURCHASER desires to purchase a supply of Lake Water from the AGENCY in order to provide adequate supplies of Lake Water to PURCHASER's customers, and the AGENCY intends to provide a Lake Water supply from and through its Waterworks System, all on such terms and conditions as hereinafter set forth in this Water Supply Contract (hereinafter, "Contract"); and

WHEREAS, the AGENCY agrees to sell, and PURCHASER agrees to purchase exclusively from the AGENCY, an amount of Lake Water, to the extent of the lesser of PURCHASER's Full Water Requirements or the Water Allocation by the State of Illinois or the amount made available through the Waterworks System; and

WHEREAS, the AGENCY and the PURCHASER agree to enter into this Water Supply Contract setting forth the term, water and service rates, water allocations, and other appropriate terms of service, such rates and charges being necessary to pay for the fixed and operational costs of the AGENCY; and

WHEREAS, PURCHASER recognizes that the AGENCY intends to enter into contracts with and provide water to other customers within the Service Area of the AGENCY, now and in the future; and

WHEREAS, by the execution of this Contract, PURCHASER is surrendering none of its rights to the ownership and operation of its Unit System except as expressly limited in this Contract, and the AGENCY is surrendering none of its rights to the ownership and operation of its Waterworks System, but both parties expressly assert their continued rights to own and operate such systems; and

WHEREAS, the parties hereto desire to fulfill their respective obligations to one another, and the obligations to their respective customers, and desire to set forth herein the terms and conditions of their agreements; and

WHEREAS, each party has taken all necessary steps for the adoption of this Contract as a legal and binding document between them, and the individuals executing this Contract have been duly authorized to do so.

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

Section 1. INCORPORATION.

The above Preambles are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 2. DEFINITIONS.

The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

"Act" means Section 3.1. of the Intergovernmental Cooperation Act, (5 ILCS 220/3.1)

"AGENCY" means the Southland Water Agency, with offices in Cook County, Illinois.

"AGENCY Water Supply System" means all of the AGENCY's facilities, including land, easements, rights-of-way over lands and waters, pumping, storage, treatment and other facilities, pipelines and appearances acquired and/or constructed and operating permits granted, for the purposes of providing and transmitting Lake Water to customers, but not including local municipal water Supply Systems ("Unit Systems").

"Board of Directors" means the Board of Directors of the AGENCY.

"Contract" means this Water Supply Contract.

"Effective Date" means the date upon which this Contract goes into effect, pursuant to Section 12 of this Contract.

"Lake Water" means water drawn from Lake Michigan for supply or distribution by the AGENCY.

"Lake Water Access Contract" means the AGENCY's long-term contract with Indiana Infrastructure, LLC, for access to Lake Michigan in order to draw Lake Michigan Water for the supply of potable water to the AGENCY Waterworks System.

"Member" or "Charter Member" means the Village of South Holland, IL, the Village of East Hazel Crest, IL and the Village of Thornton, IL as provided under the Intergovernmental Agreement establishing the AGENCY.

"Minimum Take or Pay Contract" means the requirement that a PURCHASER's Water Volume Commitment will be taken or, if not taken, will be paid for on the same basis as if taken.

"Point of Delivery" means that location where the Waterworks System will interconnect with PURCHASER's Unit system, as described in Exhibit B, attached hereto.

"Pre-existing Water Supply Contract" means a written water supply contract between PURCHASER and a public supplier of Lake Water other than the AGENCY, setting forth water rates, water allocations, and other terms of Lake Water supply service, such contract and those terms being in existence and effect at the time of PURCHASER's first approval as a PURCHASER under this Contract, or any successor thereto.

"PURCHASER" means the Village of Glenwood, Illinois, an Illinois municipal corporation purchasing Lake Water from the AGENCY.

"Service Area" means the geographic area that the AGENCY'S Waterworks system is planned to serve. As shown in Exhibit A.

"Unit of Water" means 1,000 (one thousand) gallons of Lake Water.

"Unit System" means PURCHASER's the water supply system, or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) dedicated to the distribution of potable water to its customers and connected to the AGENCY Water Supply System pursuant to a contract with the AGENCY.

"Water Allocation" means, with respect to PURCHASER, PURCHASER's allocation and allowable excess from time to time of Lake Water, as determined by the Illinois Department of Natural Resources (IDNR) or its successor regulatory agency; or otherwise pursuant to applicable state law or administrative opinion, or such other amounts of Lake Water as PURCHASER may lawfully take.

"Water Rate" means the AGENCY's rates and charges per unit of water for PURCHASER.

"Water Supply Contract" means this written water supply contract between the AGENCY and PURCHASER, setting forth water rates, water allocations, and other terms of Lake Water service to PURCHASER.

"Waterworks System" means the AGENCY Water Supply System.

Section 3 SERVICE TO BE PROVIDED

(1) The AGENCY agrees to supply to PURCHASER as a customer of the AGENCY and PURCHASER agrees to purchase and take from the AGENCY under and in accordance with the terms hereof, a supply of water through a metered connection authorized by the General Manager of the AGENCY. The AGENCY shall supply available water from the Waterworks System into PURCHASER's Unit System, and PURCHASER shall receive the water from the Waterworks System at the Point of Delivery.

(2) The AGENCY agrees to deliver water to PURCHASER's transmission main supplying PURCHASER's water reservoir(s) and Unit System.

(3) The AGENCY presently has the right under its Lake Water Access Contract to obtain and convey sufficient Lake Water for the purpose of selling same to AGENCY members and customers including PURCHASER.

(4) If for any reason the AGENCY is unable to supply in full the quantities of Lake Water to be furnished from time to time to PURCHASER, the AGENCY shall use due diligence to operate the AGENCY Waterworks System during any such occurrence to provide Lake Water to PURCHASER insofar as practicable, and shall, as promptly as possible, take such actions, including expediting repairs or adjustments, as are necessary to restore delivery to PURCHASER of the Lake Water to be furnished.

(5) PURCHASER and the AGENCY shall each notify the other as promptly as practicable of all emergencies, failures, malfunctions or other conditions in their respective Systems which may directly or indirectly affect the other Party's System.

Section 4 PURCHASER REQUIREMENTS.

PURCHASER shall satisfy the following requirements throughout the term of this Contract:

(1) PURCHASER shall retain ownership and operational control of its Unit System in a state of repair;

(2) PURCHASER shall retain a Lake Water Allocation from the State of Illinois;

(3) PURCHASER shall timely pay its required initial contribution; and

(4) PURCHASER shall not be in default under this Contract (subject to rights to cure).

Section 5. QUANTITY OF WATER TO BE FURNISHED

(1) The AGENCY agrees to supply to PURCHASER, at the Point of Delivery, for use by its customers, such quantities of Lake Water as is required by PURCHASER for its Full Water Requirements, set forth in Schedule "A" attached hereto, but subject to (1) its Water Allocation as set forth in Schedule "A," commencing at the later of such time as the AGENCY can place into service such transmission or such time as PURCHASER's Pre-existing Water Supply Contract, if any, terminates, but no later than ten (10) years after the Effective Date, for the term of this Contract; and (2) that supplied to the AGENCY through the Waterworks System. The AGENCY's obligation under this Contract shall not exceed on any given day the maximum daily amount of Lake Water set forth in Schedule "A" attached hereto.

(2) The AGENCY agrees to keep in force and timely renew such contracts, licenses, permits and other authorizations as will meet the demands (Full Water Requirements) of PURCHASER, under such terms and conditions as are most advantageous to PURCHASER and the AGENCY.

(3) PURCHASER shall, and hereby agrees to, accept Lake Water at the Point of Delivery at the pressure that exists in the main of the AGENCY at such Point of Delivery, which shall be a minimum of 25 pounds per square inch (psi). In the event that PURCHASER shall construct additional facilities to carry the Lake Water from the Point or Points of Delivery to and through its own distribution system to serve its customers, all such extensions, pumps, equipment and systems shall be furnished, installed, operated and maintained by PURCHASER. The AGENCY shall have

no control, nor shall it be in any event responsible to PURCHASER or any of its customers, nor shall any right of action arise or exist against AGENCY and in favor of PURCHASER or any of its customers concerning AGENCY equipment, system and maintenance or repair, or by reason of the main pressure at the Point of Delivery, and PURCHASER shall save the AGENCY harmless from any and all claims made by PURCHASER itself, or by any of its water users.

(4) This is a "Minimum Take or Pay Contract." PURCHASER shall purchase and pay for, during the term of this Contract, that amount of Lake Water that is actually supplied to the PURCHASER's Unit System, provided however, notwithstanding anything herein to the contrary, PURCHASER agrees that in the event that PURCHASER fails to take delivery of Lake Water made available by the AGENCY in the amounts and on the terms set forth in Schedule "B" to this Contract, PURCHASER will still be obligated to pay the AGENCY with respect to such Lake Water as though PURCHASER had taken delivery of such quantities of Lake Water as are set forth in Schedule "A" to this Contract.

(5) The maximum hourly rate of supply and withdrawal of water from the Waterworks System shall not exceed twice the annual average daily contracted amount, as specified in the Schedule "A" to this Contract. The AGENCY shall have the right to restrict the supply of water to PURCHASER in order to ensure an adequate water supply to all purchasers of AGENCY water for public health and fire protection.

(6) PURCHASER and the AGENCY shall each notify and keep the other informed of the name of the individual(s) in

charge of operations of their respective Systems.

(7) PURCHASER has the right to resell Lake Water it purchases under this Contract to existing and future water users of PURCHASER'S Water System, provided (i) that PURCHASER and its customers do not exceed their then current Water Allocation, and (ii) PURCHASER does not resell Lake Water to any customer of the AGENCY then under a water supply contract with the AGENCY ("existing AGENCY customer") without the AGENCY'S written consent. In the event that PURCHASER resells Lake Water to any existing AGENCY customer without the AGENCY'S written consent PURCHASER shall be in default; and any consideration received by PURCHASER therefor in excess of the Water Rates charged PURCHASER by the AGENCY for such Lake Water as set forth in this Contract, then the value of such consideration in excess of the Rates charged by the AGENCY for said Lake Water shall become immediately due and owing to the AGENCY. All customer communities of PURCHASER shall be approved in advance by AGENCY. PURCHASER shall give the AGENCY at least six (6) calendar months prior written notice before PURCHASER enters into a contract to service any new water customer(s), and PURCHASER shall provide the AGENCY with copies of the contract and any other information reasonably requested by the AGENCY in regard to the addition of a new wholesale water customer. PURCHASER shall remain obligated to the AGENCY for payment of all water purchased from the AGENCY, regardless of failure of customers of PURCHASER to pay PURCHASER.

(8) Title to all Lake Water supplied hereunder shall remain in the AGENCY until it leaves the Waterworks System and

enters PURCHASER'S Unit System, or passes the appropriate meter in the case of another customer of the AGENCY.

(9) The AGENCY shall not deliver any water other than Lake Water to PURCHASER without the prior approval of the AGENCY and PURCHASER.

(10) If for any reason, including emergency failure or malfunction in the AGENCY Waterworks System, AGENCY is unable to furnish in full the quantities of Lake Water to be furnished from time to time to PURCHASER, then the AGENCY shall use due diligence during any such occurrence to provide Lake Water (insofar as practicable) to PURCHASER as determined in the sole discretion of the AGENCY, and immediately the AGENCY shall take prompt actions, including making and expediting repairs or adjustments, as are necessary to restore delivery to PURCHASER of the Lake Water to be furnished from time to time under this Contract. PURCHASER may contract outside the AGENCY for a temporary supply of water in case of an emergency, provided, however, PURCHASER shall during the entire term of this Contract be obligated to purchase its entire supply of water from the AGENCY for that purpose and may purchase additional water from others only to the extent and during the time the AGENCY is unable to meet PURCHASER'S requirements as provided for in this Contract. PURCHASER also shall be permitted to provide emergency service to others when necessary and where possible. PURCHASER shall promptly advise the AGENCY of the need and nature of the emergency service required and provided, and the probable duration.

Section 6. FACILITIES, EQUIPMENT AND OPERATION

(1) The AGENCY and PURCHASER will each, at its own expense, operate, maintain, replace and improve their respective water systems and facilities as necessary for the AGENCY to deliver Lake Water to PURCHASER and for PURCHASER to deliver Lake Water to its customers during the term of and any extensions of this Contract. Each party will, from time to time, expand their respective systems as necessary to deliver the Lake Water to be furnished under this Contract and any extensions.

(2) The AGENCY and PURCHASER grant to each other, for the term of this Contract, a license for the right to interconnect their respective System and facilities, and access and use the Systems and facilities of the other for the purposes set forth in this Contract. PURCHASER grants to the AGENCY a license, for the term of this Contract, to access and locate the AGENCY's Waterworks System and facilities within the right-of-way or other real estate owned by or to which PURCHASER holds a property right, for all purposes set forth in this Contract.

(3) The AGENCY shall provide any and all devices reasonably necessary for the purpose of controlling, measuring, transmitting and recording flows and leak detection of the supply of water furnished to PURCHASER, and for the transmitting and recording of pressures, reservoir levels, leakage, and other required operational information.

(4) The AGENCY will assist PURCHASER in obtaining applicable regulatory permits, licenses, inspections, approvals and public right-of-way for any construction of or upon the Unit System, provided the AGENCY has reviewed and approved the plans and specifications as provided herein.

(5) PURCHASER shall be responsible for providing and maintaining at all times during the term of this Contract water storage within PURCHASER's Unit System sufficient in capacity to store not less than two times the annual average daily demand of PURCHASER as allocated by the State of Illinois.

(6) PURCHASER's Unit System shall be operated so as to properly utilize reservoir storage within PURCHASER's Unit System and its customer's connections in such a manner as to assist the AGENCY in maintaining a balanced flow within the AGENCY Waterworks System

(7) PURCHASER agrees to keep the AGENCY informed of the total storage capacity available between the PURCHASER Unit System and customers, collectively.

(8) PURCHASER shall own, maintain and operate its Unit System efficiently, and take steps reasonably necessary so that all improvements and extensions of its Unit System will be in good repair and working order and will operate properly and efficiently.

(9) PURCHASER shall also grant without charge to the AGENCY, upon request by the AGENCY 1) easements necessary for those portions of the AGENCY Water Supply System to be located on or within PURCHASER's property; and 2) easements for the AGENCY to access the AGENCY Water Supply System for purposes of fulfilling its duties and responsibilities under this Contract. PURCHASER shall also grant to the AGENCY, from time to time during the term of this Contract, upon reasonable notice and request from the AGENCY, any reasonably required temporary construction easements upon, over or within any property owned by PURCHASER, for purposes of allowing the AGENCY to extend, repair,

replace, or remove any portion of the AGENCY Water Supply System.

Section 7. WATER QUALITY

(1) The AGENCY shall supply PURCHASER with water of a quality commensurate with Federal and State standards and generally consistent with water quality parameters of the City of Chicago Department of Water. In the event that the Lake Water furnished by the AGENCY fails to meet the minimum water quality standards at the Point of Delivery the AGENCY shall take immediate action to correct any such water quality deficiency.

(2) PURCHASER shall have an air gap at its receiving reservoir for its supply of water from the AGENCY.

(3) The AGENCY bears no degree of responsibility for the water quality beyond the meter after the pumping station discharge into PURCHASER's Unit System

(4) Each of the Parties hereto shall immediately notify the other of any emergency or condition which may affect the quality of water in either Party's system.

(5) The AGENCY and PURCHASER have the right to make inspections of those facilities which may affect the quality of the water supplied to PURCHASER, and to perform any tests deemed reasonably necessary.

Section 8. REPORTING REQUIREMENTS

(1) PURCHASER shall maintain suitable records of water used by PURCHASER and these records shall be available to the AGENCY at all reasonable times.

(2) Not later than January 31st of the calendar year following the date of this Contract, PURCHASER agrees to submit to the General Manager of the AGENCY a written copy of the prevailing water rate as applicable to its water customers. PURCHASER shall include all rates and relevant information and the premise on which rates have been established.

(3) The AGENCY shall annually report the quality of its Lake Water supply to PURCHASER.

Section 9. MEASUREMENT

(1) The quantity of Lake Water furnished to PURCHASER under this Contract will be measured by mutually acceptable master meters for measuring the flow of water at the first point after the Point of Delivery (the "measuring point"). The unit of measurement shall be gallons of water, U.S. Standard Liquid Measure.

(2) The AGENCY shall provide mutually acceptable meters for measuring the supply of water on the discharge side of each pump at the Point of Delivery. The master meters will be the primary devices used for the registration and billing of quantities of water supplied under this Contract. Provisions shall be made for the use of pitot tubes adjacent to the master meter for calibration and test purposes.

(3) The AGENCY shall own, operate, maintain, repair and house the meters referred to in this Section.

(4) The AGENCY will regularly inspect the meters measuring the supply of water furnished, and will repair or replace any part of a meter which has a total registration deviation greater than the industry standards, or which has been in service for a period greater than the industry

standard or which is known or suspected to be registering incorrectly. The AGENCY shall check the master meter for accuracy semi-annually by use of pitot tubes, in the presence of PURCHASER's representatives and at the expense of the AGENCY.

(5) The readings made for purposes of billing PURCHASER shall be made by the AGENCY once every calendar month. Monthly readings shall be transmitted to PURCHASER.

(6) When it is determined that a measuring device registered incorrectly, an estimate of the amount of water furnished through the faulty device shall be prepared by the AGENCY's General Manager for the purpose of billing PURCHASER. The estimate shall be based upon the best available information, including summation of other available meter readings, the average of twelve preceding readings of the meter, exclusive of incorrect reading, and calibration of the master meter.

Section 10. RATES AND BILLING

(1) The rates and charges for Lake Water furnished to PURCHASER under this contract ("Water Rate") shall be as presented in Schedule "B," and shall be payable to the AGENCY per 1,000 gallons supplied to PURCHASER. The initial Water Rate set in Schedule B shall be fixed for the number of Service Years set forth in Schedule "B."

(2) The Water Rates shall not be subject to any surcharge or fee imposed by the AGENCY, and PURCHASER shall be under no obligation to purchase Lake Water from the AGENCY if the Water Rates exceed the terms stated Subsection 10(1) above.

(3) The AGENCY shall bill PURCHASER at monthly intervals for all

Lake Water furnished to PURCHASER under this Contract, including Lake Water resold by PURCHASER, if any, and PURCHASER shall pay the water bill within 28 days of receipt of invoice.

(3) PURCHASER will in each year make all budgetary, emergency or other provisions or appropriations necessary to provide for and authorize the prompt payment by PURCHASER to the AGENCY during each fiscal year, and on each payment date of all the charged, payments and adjustments provided for in this Contract.

(5) The parties agree that, from time to time, they may agree, upon prior approval of their respective authorized officers or bodies, to perform maintenance and repair of one another's water systems; or portions thereof, at agreed upon rates or charges. The parties may agree to make such charges payable as a separate charge with each water bill.

(6) In the event of non-payment of a water bill by PURCHASER within 45 days, the AGENCY reserves the right to require PURCHASER to deposit, in advance, a sum equal to the average estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate. Said sum shall be deposited in an interest-bearing account. The interest shall be credited to PURCHASER after reimbursement to the AGENCY of any costs incurred by the AGENCY due to the delinquent payment by PURCHASER.

Section 11. INITIAL PURCHASER WATER SUPPLY CONTRIBUTION.

(1) PURCHASER shall also pay the AGENCY a Uniform Initial Water Supply Contribution payable under the terms and conditions set forth in Schedule "C."

**Section 12. EFFECTIVE DATE;
TERM**

(1) The Effective Date of this Contract shall be the date that the last authorized signatory signs and dates this Contract, which date shall be inserted on the first page of this Contract. This Contract shall become effective only in the event the corporate authorities of each Party approve this Contract.

(2) This Contract shall have a term commencing on the date of this Contract and terminating at 11:59 p.m. the last day of the fiftieth (50th) year following the Contract date ("Expiration Date"). This Contract shall automatically renew after the initial term for an additional twenty-five (25) year term, or such other renewal term as is agreed to by the AGENCY and PURCHASER prior to expiration of the initial term, unless written notice of non-renewal is submitted by PURCHASER to the AGENCY no less than twelve (12) months after the AGENCY provides PURCHASER with the Water Rates that shall apply during the renewal term . This Contract shall thereafter automatically renew for additional ten (10) year terms, unless written notice of non-renewal is submitted by to the AGENCY no less than twelve (12) months after the AGENCY provides PURCHASER with the Water Rates that shall apply during the renewal term . The terms and conditions of this Contract during any renewal period(s) shall remain unchanged from those set forth in the then active Contract, unless otherwise agreed by the parties by way of written amendment; provided however, the rates for water service during each renewal period shall be as determined by the AGENCY and provided to PURCHASER not less than twenty-four (24) months but more than thirty (30) months prior to the end of the then active term.

Section 13. INSURANCE

PURCHASER shall take out and maintain during the life of this Contract the following insurance, and indemnify the AGENCY as provided under Section 14.

(1) Worker's Compensation - Coverage A - Statutory, Coverage B, - as required by law.

(2) Comprehensive General Liability - Public Liability - Each Person - \$3,000,000.00 (Three Million) Each Accident - \$5,000,000.00 (Five million). Property Damage - Each Accident - \$500,000.00 (Five Hundred Thousand) Aggregate - \$500,000.00 (Five hundred Thousand).

Official's Liability \$1,000,000.00 (One Million) Aggregate - \$500,000.00 (Five hundred Thousand)

(3) Comprehensive Automobiles. - Same limits as Subsection (2).

(4) Contractor's Contractual - Same limits as Subsection (2).

(5) Special Hazards - Blasting Explosion and Collapse, Damage to underground utilities, any other hazards involved in the work to be performed under this Contract. Same limits as Subsection (2).

(6) Owner's Protective - The AGENCY will be an additional named insured.

Section 14. INDEMNITY

PURCHASER shall indemnify to extent permitted by law, keep and save harmless the AGENCY, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits,

liabilities, judgments, costs and expenses, which may in anywise accrue against the AGENCY in consequence of the granting of this Contract or which may in anywise result therefrom, if it shall be alleged and determined that the act was caused through negligence or omission of PURCHASER or its employees, of contractor or subcontractor or their employees, if any, and PURCHASER shall, at its own expenses, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the AGENCY in any such action, PURCHASER shall, at its own expense, satisfy and discharge the same. PURCHASER expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by PURCHASER or by its contractors or subcontractors, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the AGENCY as herein provided.

AGENCY shall take out and maintain during the life of this Contract Workers Compensation and Comprehensive General Liability insurance with limits not less than those stated in Section 13, naming PURCHASER as an additional insured, and shall indemnify to the extent permitted by law, keep and save harmless the PURCHASER, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise out of the AGENCY's installation, removal, service or repair of its Water Supply System within easements or rights-of-way granted or permitted by PURCHASER in favor of the AGENCY.

In defending the AGENCY, its agents, officials and employees, PURCHASER may utilize any immunity which may be raised on behalf of the defendants provided that the use of such immunities by PURCHASER shall not result in a judgment against the defendants.

The obligation of PURCHASER to indemnify shall not extend to any claims made or suits filed by PURCHASER or its members against the AGENCY.

Section 15. FORCE MAJEURE

(1) No Party will be liable in damages to any other Party for delay in performance of, or failure to perform, its obligations under this Contract, if such delay or failure is caused by a Force Majeure Event as defined in Subsection (2) (Force Majeure Event) below. If a Party cannot perform under this Contract due to the occurrence of a Force Majeure Event, then the time period for performance of the Party under this Contract shall be extended by the duration of the Force Majeure Event.

(2) A "Force Majeure Event" means an event not the fault of, and beyond the control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Contract, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include:

- an "act of God" such as an earthquake, flood, fire, Lake Michigan seiche, tornado, earth movement, or similar catastrophic event,
- an act of terrorism, sabotage, civil disturbance or similar event,

- a strike, work stoppage, picketing, or similar concerted labor action,
- delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts; or
- an order or regulation issued by a Federal or State regulatory agency after the Effective Date or a judgment or order entered by a Federal or State court after the Effective Date. A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of a Party to this Contract.

(3) The Party claiming a Force Majeure Event excuse must deliver to the other Parties a written notice of intent to claim excuse from performance under this Contract by reason of a Force Majeure Event. Notice required by this Section must be given promptly in light of the circumstances. Such notice must describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the Party expects to be prevented from performing, and the steps which the Party intends to take to restore its ability to perform its obligations under this Contract.

(4) Both the AGENCY and PURCHASER may exercise their rights under this "Force Majeure" section with regard to all provisions of this Contract.

Section 16. SERVICE OF NOTICE

Except as otherwise provided in this Contract, all notices and other communications in connection with this Contract shall be in writing and deemed to be given on the date of mailing if sent by certified mail, return receipt requested and

deposited in the U.S. Mail, postage prepaid, or may be delivered by messenger delivery, or overnight express mail, or personal delivery, or via facsimile, or via electronic internet mail ("e-mail") to the current mailing address(es) or email address(es) of the Parties' principal administrative offices, addressed to the Mayor/Village President or to the City Administrator/ Village Manager. Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Contract, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Contract shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered at, the following addresses, unless otherwise directed by the Parties:

AGENCY Clerk
Southland Water Agency
16226 Wausau Ave.
South Holland, Illinois 60473

Phone: (708) 210-2900
Email: (to be provided)

and to the PURCHASER as follows:

Village of Glenwood
Village Clerk
One Asselborn Way
Glenwood, IL 60425
Phone: 708.753-2400
Email: _____

until and unless other addresses are specified by notice given in accordance herewith.

By notice with the foregoing requirements of this Section 16, the Parties shall have the right to change the addresses for all future notices and communications to itself, but no notice of such a change shall be effective until actually received.

Section 17. DISPUTE RESOLUTION

If a dispute arises between the AGENCY and PURCHASER concerning this Contract, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Contract. Each Party will bear its own costs, including attorneys' fees, incurred in all

proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Contract may pursue other remedies under Section 18 (Remedies) below to enforce the provisions of this Contract.

Section 18. REMEDIES

(1) In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

(2) Notwithstanding anything to the contrary in Subsection 18(1), the parties hereto acknowledge and agree that the AGENCY and PURCHASER, in entering into this Contract, are relying on PURCHASER'S obligation to purchase Lake Water from the AGENCY and the AGENCY's obligation to sell Lake Water to PURCHASER as provided in this Contract and for the full Term of this Contract and that the remedies at law for any breach or threatened breach of this Contract, including monetary damages, would be inadequate compensation and irreparable damage would to the non-breaching Party if this Contract is cancelled or terminated contrary to the cancellation and termination terms set forth in this Contract. Therefore, the Parties agree that they each shall be entitled an injunction or injunctions to prevent breaches or threatened breaches of this Contract or to enforce specifically the performance of the terms and provisions hereof. Each party further agrees that: (i) no such party will oppose the granting of an injunction or specific performance as provided herein on the basis that the other party has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity; (ii) no such

party will oppose the specific performance of the terms and provisions of this Contract; and (iii) no Party or any other Person shall be required to obtain, furnish, or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 18(2).

(3) In the event litigation is brought to enforce the terms of this Agreement, or because of any act which may arise out of either party's performance hereunder, the Prevailing Party shall be entitled to reimbursement for its costs incurred in connection with such action. "Costs" shall include reasonable pre-litigation, pre-trial, trial, and appellate levels expenses, experts' fees, and attorneys' fees, including, without limitation, reasonable attorneys' fees incurred. A "Prevailing Party" shall include, but not be limited to, a party who brings or defends an action versus the other party by reason of performance, non-performance, breach or default under this Contract and obtains substantially the relief sought whether by compromise, settlement, or judgment.

Section 19. VENUE AND APPLICABLE LAW

All questions of interpretation, construction and enforcement, and all controversies with respect to this Contract, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the in personam jurisdiction of said Courts for any such action or proceeding.

Section 20. DISCONNECTION; REMOVAL

Upon termination of this Contract, the AGENCY, in its discretion and at its cost, may disconnect or remove the AGENCY Connection Facilities and/or the PURCHASER Connection Facilities and/or transmission mains located within the AGENCY's rights of way or utility easements, but only after the Parties mutually approve and sign an agreement and a release of easements that pertain to disconnection and/or removal of the AGENCY Connection Facilities, the PURCHASER Connection Facilities and / or the transmission mains.

In the event that the Point of Delivery or any portion of the AGENCY Connection Facilities and the PURCHASER Connection Facilities or any transmission mains need to be relocated due to unanticipated circumstances or at the request of either Party, the Parties may negotiate an addendum to this Contract that provides for the relocation, reconstruction, financing and cost sharing of the relocation work. If this Contract is terminated, within ten (10) years of the Effective Date of this Contract, all connection facility assets, components, and equipment within the AGENCY must be removed at PURCHASER's sole cost and expense, unless otherwise agreed upon by the Parties.

Section 21 TERMINATION

(1) Termination by the AGENCY. This Contract shall be subject to termination if a court of competent jurisdiction restricts or limits any of the AGENCY's rights to obtain, sell, contract for, or distribute water to PURCHASER in a manner that prohibits the AGENCY from complying with its obligations to PURCHASER under this Contract. The AGENCY will have the right to terminate this Contract if PURCHASER fails and defaults with respect to its obligations under Section 10 (Rates and Billing) of this Contract, and otherwise fails

and refuses to cure such default under Section 17 (Dispute Resolution) and Section 22 (Default; Cure Period; Relief).

(2) Termination by Mutual Agreement. By mutual consent, the Parties may agree terminate this Contract, in writing, after the approval of a termination or wind-down agreement by their respective corporate authorities.

(3) Termination by PURCHASER. PURCHASER has the right to terminate this Contract only for the following reason(s):

A. If AGENCY is unable to obtain easements or title to real property to construct the PURCHASER Connection Facilities and other AGENCY Project Improvements necessary for the AGENCY's initial delivery of Lake Water to Unit System.

B. If AGENCY's Engineering and Route Study determines that the PURCHASER Connection Facilities and other necessary AGENCY Project Improvements will not be feasible for any reason, including but not limited to a lack of technical feasibility to complete the AGENCY Project Improvements, or a lack of relative financial feasibility to pay for AGENCY's initial Project Improvements.

C. The AGENCY fails to deliver water in accordance with or otherwise fails to comply with the terms of this Contract,

(4) PURCHASER may also terminate this Contract effective at the end of any applicable Renewal Term provided PURCHASER exercises its right of non-renewal by timely issuance of written notice to the AGENCY as required under Section 12(2).

Section 22. DEFAULT; CURE PERIOD; RELIEF

In the event any Party defaults in regard to any obligation under this Contract,

the non-defaulting Party shall send written notice of the default, with a description of the default, and a request that the defaulting Party cure the default. Any Party deemed to be in default under this Contract by another Party shall have a thirty (30) calendar day cure period to resolve the default to the other Party's satisfaction or to initiate and continue to take actions that are designed to cure the default in a reasonable time period so that the Party in default is in conformance with the terms of this Contract. In the event that a default is not cured, the non-defaulting Party and the defaulting Party shall participate in the "Dispute Resolution" process contained in Section 17 (Negotiation) above. If the Dispute Resolution process is not successful, then either Party may seek to enforce remedies in Section 18 (Remedies) to enforce the provisions of this Contract.

23. MISCELLANEOUS.

(1) Good Faith. The Parties each acknowledge their obligation under Illinois law to act in good faith toward, and deal fairly with, each other with respect to this Contract.

(2) Assignment. No Party shall assign, sublet, sell or transfer its interest in this Contract or any of its rights or obligations under this Contract without the prior written consent of the other Party. Unless the Parties mutually consent to an assignment, the assignment shall be void and the terms and conditions of this Contract shall remain binding upon and shall inure to the benefit of the Parties.

(3) Cancellation. This Contract will be subject to cancellation in the event that a Court of competent jurisdiction restricts or limits, directly or indirectly, (i) the AGENCY's right to obtain, distribute, or sell Lake Water to PURCHASER, or (ii)

PURCHASER's right to obtain or purchase Lake Water from the AGENCY.

(4) Entire Agreement. This Contract constitutes the entire agreement of the Parties concerning all matters specifically covered by this Contract. There are no representations, covenants, promises or obligations not contained in this Contract that form any part of this Contract or upon which any of the Parties is relying upon in entering into this Contract. There are no other commitments, understandings, promises or condition among the Parties in any other contract or agreement, whether oral or written, and this Contract supersedes all prior written or oral agreements, commitments and understandings among the Parties.

(5) Prompt Payment. In regard to the payment of any fee, charge or assessment provided for under this Contract, the Parties are subject to and shall comply with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

(6) Compliance With Laws. The Parties to this Contract shall comply with all applicable Federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Contract.

(7) Regulatory Bodies. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this Subsection 23(7) shall not be construed as waiving the right of any Party to challenge the validity of any such rule, regulation, or law on any basis, including impairment of this Contract.

(8) Interpretation; Headings. This Contract shall be construed and interpreted

so as to preserve its validity and enforceability as a whole. No rule of construction that a document is to be construed against any of the drafting Parties shall be applicable to this Contract. Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Contract.

(9) Waiver. The failure of any Party to enforce any section, subsection, term, condition or covenant (collectively referred to as "provision") of this Contract shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Contract. No provision of this Contract shall be deemed waived by any Party, unless the provision to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of the Party charged with such waiver. No waiver by either the AGENCY or PURCHASER of any provision of this Contract shall be deemed or construed as a waiver of any other provision of this Contract, nor shall any waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Contract.

(10) No Individual or Personal Liability. The Parties agree that the actions taken in regard to and the representations made by each respective Party in this Contract and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Contract.

(11) No Third Party Beneficiaries. This Contract is not intended to benefit any

person, entity or municipality not a Party to this Contract, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Contract. This Contract is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

(12) Modification or amendment. No officer, official or agent of the AGENCY or has the power to amend, modify or alter this Contract or waive any of its conditions as to bind the AGENCY or PURCHASER by making any promise or representation not contained herein.

No amendment to this Contract shall be effective until it is reduced to writing in an addendum and approved by the corporate authorities of the Parties. All addenda shall be executed by an authorized official of each Party. If any governmental agency with regulatory authority enacts new rules or regulations or new nationally recognized water system engineering requirements are adopted that require the method of water production or any components of the infrastructure used for the delivery of water under this Contract to be changed or modified, the Parties agree to negotiate an addendum to this Contract that addresses the construction and operation of the required water system improvements to the AGENCY and/or PURCHASER's Unit water system, the cost allocation of such improvements among the Parties and the financing of such improvements.

(13) Severability. In the event any term, provision or condition of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable under any rule of law or public policy, (i) the invalid or unenforceable term(s) shall be severed from this Contract and all other conditions and provisions of this Contract shall nevertheless remain in full force and effect so long as the economic and legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any party; and (ii) the parties hereto shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(14) No Separate Legal Entity; No Joint Venture or Partnership or Agency. This Contract establishes a cooperative intergovernmental undertaking, but the Parties do not intend to create a new or separate legal entity by entering into this Contract. This Contract does not establish or create a joint venture or partnership between the Parties, and no Party shall be responsible for the liabilities and debts of the other Parties hereto. No Party shall be deemed to be the agent, employee, or representative of any other Party.

(15) Independent Sovereign Status The Parties to this Contract are independent, sovereign units of local government and no Party shall exercise control over either the performance of any other Party or the employees of any other Party.

(16) Authorization. In accordance with applicable state laws, this Contract was approved by each Party as follows:

A. The adoption of Ordinance _____ by the Village President and Village Board of Trustees on the ____ day of _____ 2020.

B. The passage of Resolution Number _____ by the Board of Directors of the AGENCY on the 7th day of July, 2020.

(17) Counterparts. This Contract may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and all of which shall constitute one and the same Contract.

(18) Schedules, Exhibits and Addenda. In the event of a conflict between any Exhibit hereto and the text of this Contract, the text of this Contract shall control. The following Schedules are attached to this Contract and made a part hereof:

Schedule "A": PURCHASER's
Water Purchase
Requirements

Schedule "B": Water Rates

Schedule "C": Uniform Initial
Water Supply
Contribution
Schedule

Exhibit "A" AGENCY Service
Area

Exhibit "B" Point of Delivery

By execution of **Addendum "A"** to this Contract PURCHASER acknowledges that it has been provided a copy of the Intergovernmental Agreement, dated May 7, 2019 as amended

**THE REMAINDER OF THIS PAGE IS
INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the AGENCY and PURCHASER have caused this Contract to be authorized by its corporate board, signed in duplicate originals (each executed copy constituting an original) by its authorized representative, countersigned by its Clerk or Secretary, and caused its corporate Seal to be hereto affixed, on the date written below.

**VILLAGE OF GLENWOOD,
A MUNICIPAL CORPORATION**

BY: _____
Ronald J. Gardiner, President

Dion Lynch, Village Clerk

DATE: _____

(Seal)

**SOUTHLAND WATER AGENCY,
A PUBLIC MUNICIPAL CORPORATION**

BY _____
Don A. De Graff, Chairman

Thomas A. Brown, Secretary

DATE: _____

(Seal)

LIST OF SCHEDULES, EXHIBITS AND ADDENDUM

Schedule "A":	PURCHASER's Water Purchase Requirements
Schedule "B":	Water Rates
Schedule "C":	Uniform Initial Water Supply Contribution Schedule
Exhibit "A"	AGENCY Service Area
Exhibit "B"	Point of Delivery
Addendum "A":	PURCHASER Acknowledgment of receipt of Intergovernmental Agreement, dated May 7, 2019 as amended

Schedule "A"

Purchaser's Water Purchase Requirements

Purchaser's IDNR "Water Allocation"	"Water Volume Commitment" by Agency	Purchaser's "Maximum Daily Amount of Lake Water"	Purchaser's "Minimum Take or Pay" Amount"	Termination Date of Purchaser's Pre- existing Water Supply Contract	Outside Deadline for Agency Supply of Lake Water to Purchaser
1.253 MGD	1.253 MGD	2.500 MGD	0.750 MGD	2033	July 1, 2030

INITIALS

Agency _____

Purchaser: _____

Schedule "B"

Water Rates

(1). AGENCY and PURCHASER acknowledge that the exact charges for Lake Water furnished to PURCHASER under this Contract will be unknown until the final scope of the AGENCY's Waterworks System is confirmed, based on the number of committed customers to be served. Based on preliminary engineering studies conducted to date, the AGENCY confirms to PURCHASER that:

(a) The initial Water Rate payable by PURCHASER to the AGENCY per 1,000 gallons of Lake Water supplied to PURCHASER shall be a minimum of 5.0% below the total water rate and other water supply charges, if any, applicable under PURCHASER's Pre-Existing Water Supply Contract on the date of the AGENCY's initial Lake Water delivery to PURCHASER, or any successor thereto; and

(b) The Water Rate payable by PURCHASER to the AGENCY during the first year of the AGENCY's delivery of Lake Water to Purchaser shall remain unchanged for the first ten (10) years after the date of the AGENCY's initial Lake Water delivery to PURCHASER.

(2). Beginning the eleventh (11th) year after the date of the AGENCY's initial Lake Water delivery to PURCHASER, and over the entire remainder of the 50-year Contract term, the Water Rate payable by PURCHASER to the AGENCY shall not increase by more than 2.0% in any single calendar year.

(3). The Water Rate payable by PURCHASER to the AGENCY shall not be subject to any additional surcharge or fee imposed by the AGENCY.

INITIALS

Agency: _____

Purchaser: _____

Schedule "C"

Uniform Initial Water Supply Contribution Schedule

PURCHASER'S Initial Water Supply Purchaser Contribution is based on its being in the first 20 MGD of Agency Lake Water Customer Commitments and three installments paid in full per the schedule below.

Initial Water Supply Purchaser Contribution: \$50,000 per MGD of 2025 IDNR Allocation

~~City~~/Village of **Glenwood** 2025 IDNR Allocation: **1.253** MGD

Total Water Supply Purchaser Contribution = \$50,000 x **1.253** MGD = **\$ 62,650**

50% Due by July 1, 2020: **\$ 31,325**

25% Due by July 1, 2021: **\$ 15,663**

25% Due by July 1, 2022: **\$ 15,662**

PURCHASER agrees that non-payment of required installments by the dates above will result in the Initial Water Supply Purchaser Contribution for any delinquent payments being subject to a 100% late payment fee.

INITIALS

Agency: _____

Purchaser: _____

Exhibit "A"
Agency Service Area

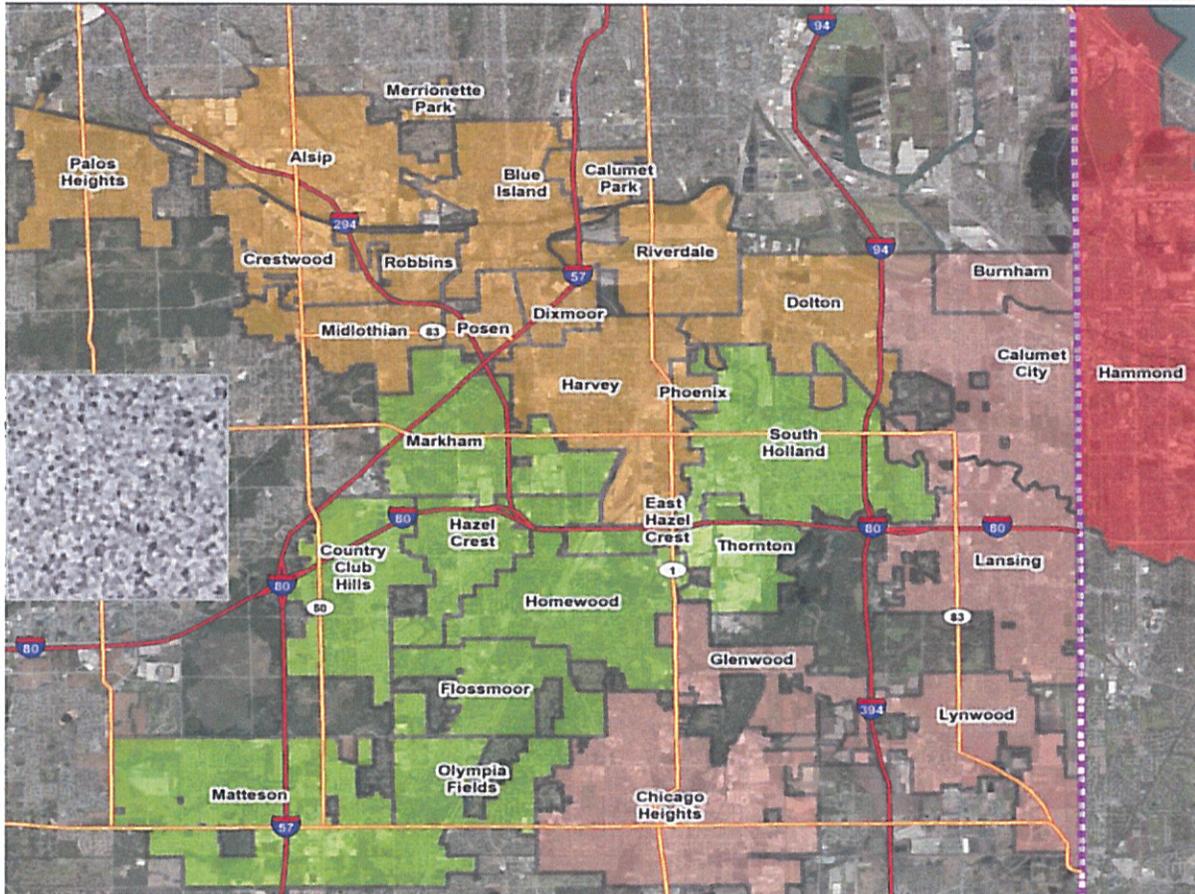
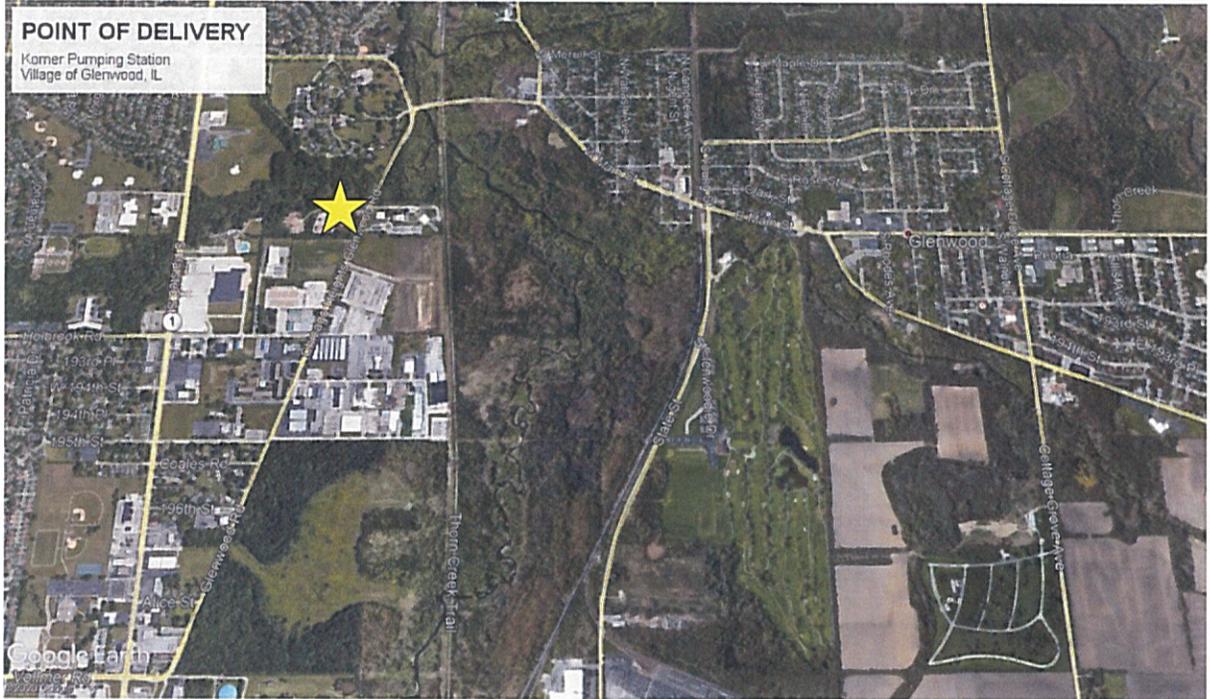


Exhibit "B"
Point of Delivery



INITIALS

Agency: _____

Purchaser: _____

Addendum "A":

**PURCHASER Acknowledgment of Receipt of Intergovernmental
Agreement, dated May 7, 2019 as Amended**

PURCHASER hereby acknowledges that it has been provided a copy of the Intergovernmental Agreement, dated May 7, 2019 as amended.

Dated this _____ day of _____, 2020.

**VILLAGE OF GLENWOOD,
A MUNICIPAL CORPORATION**

BY: _____
Ronald J. Gardiner, President

Dion Lynch, Village Clerk

(Seal)

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2020 - _____

**AN ORDINANCE AMENDING SECTION 10-46 OF THE VILLAGE'S CODE OF
ORDINANCES IN ORDER TO REVISE THE HOURS FOR SALES BY A CLASS F
LIQUOR LICENSE HOLDER**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 7TH DAY OF JULY, 2020**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 7th day
of July, 2020.

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING SECTION 10-46 OF THE VILLAGE'S CODE OF ORDINANCES IN ORDER TO REVISE THE HOURS FOR SALES BY A CLASS F LIQUOR LICENSE HOLDER

WHEREAS, the Board of Trustees of the Village of Glenwood has determined that it is in the Village's best interest to amend Section 10-46 of its Code of Ordinances to revise the hours for sales by a Class F liquor license holder; and

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

SECTION 1: Amendment to Section 10-46 of the Code of Ordinances.

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

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

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

(1) Provided, however, that all holders of class A, B, D, E or G liquor licenses are prohibited from the retail package sale of any alcoholic liquor after the hour of 10:00 p.m. on Sunday through Thursday, and after the hour of 11:00 p.m. on Fridays and Saturdays. All holders of class A, B, D, E or G liquor licenses are also prohibited from the retail package sale of any alcoholic liquor prior to the hour of 9:00 a.m. on Saturday.

(2) Provided further, however, that all holders of class D and class E liquor licenses are hereby permitted to commence the retail package sale of all alcoholic liquors on the premises commencing at 11:00 a.m. on Sundays.

(3) Provided further, however, that all holders of class I and class L liquor licenses are hereby permitted to sell or offer for sale any alcoholic liquors for consumption on the premises, during the hours of 6:00 a.m. to 2:00 a.m. Monday through Sunday.

(4) Provided further, however, that all holders of class J liquor licenses are hereby permitted to consume beer and wine on the premises, only on Fridays, between the hours of 11:00 a.m. and 10:00 p.m.

(5) Provided further, however, that all holders of class M liquor licenses are hereby permitted to sell or offer for sale beer and wine seven days a week, only during the hours of 9:00 a.m. to 12:00 a.m.

(6) Provided further, however, that all holders of class F liquor licenses are hereby permitted to commence sale of beer and wine only for consumption on the premises commencing at 9:00 a.m. on Sundays.

(b) It shall be unlawful to keep open for business or admit the public, or to permit the public or any person other than the licensee, his employees or members of his family, to remain in or on any premises in or on which alcoholic liquor is sold at retail during the hours within which the sale of liquor is prohibited; however, in the case of restaurants, clubs and hotels, such establishments may be kept open during such hours, but no alcoholic liquor may be sold to or consumed by the public during such hours.

SECTION 2: Repealer.

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

SECTION 3: Home Rule

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

inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: Effective date.

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

PASSED by roll call vote this 7th day of July, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of July, 2020.

Ronald J. Gardiner, Village President

ATTEST:

Dion Lynch, Village Clerk

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2020 - _____

**AN ORDINANCE AMENDING CHAPTER 94 OF THE VILLAGE OF GLENWOOD'S
CODE OF ORDINANCES TO ADD NEW ARTICLE XIV TITLED "MUNICIPAL
CANNABIS RETAILERS' OCCUPATION TAX."**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 7th DAY OF JULY, 2020**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 7th day
of July, 2020.

ORDINANCE 2020 - _____

AN ORDINANCE AMENDING CHAPTER 94 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES TO ADD NEW ARTICLE XIV TITLED "MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX."

WHEREAS, the Municipal Cannabis Retailers' Occupation Tax Law (65 ILCS 5/11-8-23) (the "Act") allows municipalities to impose a tax upon those engaged in the business of selling cannabis for recreational adult use;

WHEREAS, the Corporate Authorities find and determine that it is in the best interests of the Village of Glenwood to impose the tax authorized by the Municipal Cannabis Retailers' Occupation Tax Act which will be collected by the Illinois Department of Revenue;

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

SECTION 1. Recitals. The foregoing recitals are true, a material part of this Ordinance and are incorporated herein as if they were fully set forth in this section.

SECTION 2. Adoption of Tax. The Village of Glenwood shall herein amend its Code of Ordinances to add a new Article XIV to Chapter 94 of the Village of Glenwood's Code of Ordinances titled, "Municipal Cannabis Retailers' Occupation Tax" which shall state it their entirety as follows:

ARTICLE XIV

Municipal Cannabis Retailers' Occupation Tax.

Sec. 94-380. Tax imposed; Rate.

- (a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Program Act, at retail in the Village of Glenwood at the rate of three percent (3%) of the gross receipts from these sales made in the course of that business.
- (b) The imposition of this tax is in accordance with the provisions of Sections 8-11-23, of the Illinois Municipal Code (65 ILCS 5/8-11-23).

Sec. 94-381. Collection of tax by retailers.

- (a) The tax imposed by this Ordinance shall be collected and remitted by such retailer to the Illinois Department of Revenue (the "Department") as required by the Act. Persons subject to the tax under the authority of the Act and this Ordinance may reimburse themselves for their seller's tax liability by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any other State of Illinois tax that sellers are required to collect.
- (b) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected, administered, enforced and paid over to the Village of Glenwood by the Department in accordance with the authority given to the Department in the Act.

SECTION 3. Illinois Department of Revenue. A certified copy of this Ordinance shall be filed with the Illinois Department of Revenue.

SECTION 4: Home Rule.

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

inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: Invalidity.

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

SECTION 6: Effective Date:

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

PASSED this 7th day of July, 2020.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 7th day of July, 2020.

Ronald J. Gardiner, Village President

ATTEST:

Dion Lynch, Village Clerk

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2020 - _____

**AN ORDINANCE AMENDING CHAPTER 94 OF THE VILLAGE OF GLENWOOD'S
CODE OF ORDINANCES TO ADD NEW ARTICLE XV TITLED "VIDEO GAMING
TERMINAL TAX."**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 7TH DAY OF JULY, 2020**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 7th day
of July, 2020.

ORDINANCE 2020 - _____

AN ORDINANCE AMENDING CHAPTER 94 OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES TO ADD NEW ARTICLE XV TITLED "VIDEO GAMING TERMINAL TAX."

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 find and determine that it is in the best interests of the Village of Glenwood to tax video gaming terminals; and

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

SECTION 1. Recitals. The foregoing recitals are true, a material part of this Ordinance and are incorporated herein as if they were fully set forth in this section.

SECTION 2. Adoption of Tax. The Village of Glenwood shall herein amend its Code of Ordinances to add a new Article XV to Chapter 94 of the Village of Glenwood's Code of Ordinances titled, "Video Gaming Terminal Tax" which shall state in its entirety as follows:

ARTICLE XV

Video Gaming Terminal Tax

Sec. 94-400 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:

Terminal Operator means an individual, partnership, corporation, or limited liability company that has been issued a Terminal Operator's License by the Illinois Gaming Board pursuant to the Video Gaming Act, 230 ILCS 40/1, *et seq.* for the purpose of owning, servicing and maintaining video gaming terminals for placement in a *Video Gaming Establishment*.

Video Gaming Establishment means any retail business located within the Village of Glenwood that has a valid "Licensed Establishment" license issued by the Illinois Gaming Board pursuant to the Video Gaming Act, 230 ILCS 40/1 *et seq.*

Video Gaming Terminal means any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

Sec. 94-401. Tax Imposed

A tax is herein imposed on each *Video Gaming Terminal* installed or operated within the Village of Glenwood by a *Terminal Operator* in the amount of \$1,000.00 (One Thousand Dollars). The tax shall be due and paid to the Village by the *Terminal Operator* prior to the date each *Video Gaming Terminal* is placed in operation and shall satisfy the tax due for the full 12 month registration period beginning as of the first day of the month in which each *Video Gaming Terminal* is placed in operation. In the event the *Video Gaming Terminal* was installed or operated within the Village of Glenwood by a *Terminal Operator* prior to the date this ordinance was approved, the tax amount due for each such *Video Gaming Terminal* shall be paid on or before September 1, 2020 for the September 1, 2020 through August 31, 2021 registration period. At the expiration of the initial 12 month registration period, the registration may be renewed for each subsequent 12 month period by the payment of the tax to the Village on each *Video Gaming Terminal* installed or operated within the Village of Glenwood by a *Terminal Operator* in the amount of \$1,000.00 (One Thousand Dollars) for each 12 month renewal period.

Sec. 94-402. Registry.

The Village shall maintain a registry of each *Video Gaming Terminal* that includes: (1) a description of the *Video Gaming Terminal*; (2) its location; (3) the unique serial number or other unique number used to specifically identify each *Video Gaming Terminal*; (4) the date the Video Gaming terminal Tax was paid; (5) the date the 12 month registration period for the *Video Gaming Terminal* expires and (6) each date the registration is renewed by the payment of the tax amount due at the time of the renewal.

Sec. 94-403. Registration Decal.

Upon the payment of the Video Gaming Terminal Tax for each *Video Gaming Terminal*, the Village shall, affix a decal or sticker identifying the last month and year in which the *Video Gaming Terminal's* registration will be valid. In the event a *Terminal Operator* permanently removes a *Video Gaming Terminal* from the location for which it is registered, the *Terminal Operator* may provide the registration information for a replacement and request that the remaining registration period for the removed *Video Gaming Terminal* be allocated to the replacement *Video Gaming Terminal* operated at the same location. In the event a *Terminal Operator* adds an additional *Video Gaming Terminal* to a location for which it has been licensed, the *Terminal Operator* shall immediately notify the Village and shall not operate the additional terminal until the registration and the payment of the Video Gaming Terminal Tax for the additional *Video Gaming Terminal* has been completed. A *Video Gaming Terminal* that does not display a Village of Glenwood decal or sticker identifying the last month and year in which the *Video Gaming Terminal's* registration will be valid is subject to seizure and may be turned over to the Illinois Gaming Board or other appropriate jurisdiction unless otherwise ordered by a Court of competent jurisdiction.

Sec. 94-404. No operation until the tax is paid and the terminal is registered.

A *Terminal Operator* shall not under any circumstances operate any *Video Gaming Terminal* after September 1, 2020 if: (1) the Video Gaming Terminal Tax has not been paid; or (2) the *Video Gaming Terminal* has not been registered by the Village.

Sec. 94-405. Tampering with Registration Decal. A *Terminal Operator* shall not allow or permit any tampering or removal of any decal or sticker affixed to any *Video Gaming Terminal* by the Village and shall immediately give notice to the Village of the removal of, or any damage sustained to, any decal or sticker affixed to any *Video Gaming Terminal* by the Village.

Sec. 94-406. Obligations of the Video Gaming Establishment. Each *Video Gaming Establishment* shall have an obligation to assist in the enforcement of this tax imposed upon the *Terminal Operator*. Within 5 days after the Village's request, a *Video Gaming Establishment* shall provide the Village with the name, address,

telephone number and contact person for the *Terminal Operator* operating *Video Gaming Terminals* within their premises. A *Video Gaming Establishment* shall, on and after September 1, 2020 have an affirmative duty to shut off any *Video Gaming Terminal* which either has an expired Village decal or sticker or no Village decal or sticker showing that the tax imposed by this Article has been paid.

Sec. 94-407. Violations.

A. It shall be a violation of this Ordinance for a *Terminal Operator* to: (1) fail to pay the tax due pursuant to this Article when due; (2) to operate any *Video Gaming Terminal* after September 1, 2020 which has not been registered with the Village; (3) to interfere with the Village's attempts to enforce this Article; or (4) otherwise fail to perform any of the responsibilities imposed upon a *Terminal Operator* by this Article.

B. It shall be a violation of this Ordinance for a *Video Gaming Establishment* to: (1) fail to perform any of its obligations required by Section 94-406; or (2) interfere with the Village's attempts to enforce this Article.

C. The Village, in its discretion, may pursue a violation of this Article by use of the Village's administrative adjudication system or otherwise by an action filed in the Circuit Court. Upon being determined to be liable for any violation, the party found liable shall be subject to a fine in an amount not less than \$500.00 nor more than \$1,000.00 for each offense. Each day upon which a violation exists shall be a separate violation. All fines imposed shall be in addition to any tax that is due.

SECTION 3: Home Rule.

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

SECTION 4: Invalidity.

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

SECTION 5: Effective Date:

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

PASSED this 7th day of July, 2020.

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:
- APPROVED by roll call vote this 7th day of July, 2020.

Ronald J. Gardiner, Village President

ATTEST:

Dion Lynch, Village Clerk

**AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
CONSULTING SERVICES
BETWEEN
MAURICE WILLIAMS
AND
THE VILLAGE OF GLENWOOD**

This Amendment made this 7th day of July, 2020 is to the previous Agreement dated April 7, 2020 (“Initial Agreement”) between the Village of Glenwood (“Village”) with offices at One Asselborn Way Glenwood, IL and Maurice Williams & Associates (“Consultant”), with offices at 18311 Carrington Drive, Hazel Crest, IL.

WHEREAS, Consultant is a Developer and a City of Chicago Certified Minority Business Enterprise (MBE) and has a great deal of knowledge and expertise in the area of housing/commercial/retail/industrial development, project financial incentives, project financial structuring (TIF, NMTC, Equity, Debt, Opportunity Zones, etc.) construction management, community engagement, Minority and Women Owned Business Enterprise (M/WBE) sub-contractor evaluation, and real estate and economic development pertaining to the needs of individuals, not-for-profits, municipal governments, for-profits and corporate entities, including, but not limited to, the areas identified in the Statement of Qualifications of Consultant, which was previously sent to the VILLAGE;

WHEREAS, VILLAGE wishes to avail itself of Consultant’s talents, advice, and abilities during the term of this Agreement, and Consultant is willing to offer that advice and those talents and abilities on the terms of and conditions stated here;

WHEREAS, VILLAGE and Maurice Williams & Associates (“Consultant”) wish to expand the scope of the services provided by Maurice Williams & Associates to include assistance in the Village’s marketing of additional properties for redevelopment within the Village; and

Therefore, in consideration of the promises contained here, and intending to be legally bound, the parties agree as follows:

1. Amendment to Section 1 of the Agreement, titled Scope of Services.

Section 1 of the Initial Agreement shall be amended to insert the following paragraph(s) after the first paragraph of Section 1 of the Initial Agreement:

Maurice Williams and Associates shall additionally act as a consultant to VILLAGE providing real estate project pre-development planning, strategy and implementation activities assisting VILLAGE on the land user, developer selection and negotiation, planning & re-development of the following properties (the “Additional Properties”):

1. The remainder of the properties previously known as the Glenwood Plaza which is south of Arquilla Drive and north of the approximate seven (7) acre land site located at the Southeast Corner of the Glenwood Plaza at the intersection of Halsted Street and Strieff Lane, which was the Subject Property of the parties previous agreement dated April 7 2020 The additional portion of the Glenwood Plaza to be include by this Amendment is currently known by PINs 32-04-117-001, 32-04-117-002, 32-04-117-007, 32-04-117-008, 32-04-117-009 and 32-04-100-035;
2. The VILLAGE owned property currently known by PINs 29-33-301-122 and 29-33-301-123 which previously known as part of the Glenwood Theater property;
3. Lot 4 in the Marketplace at Glenwood Subdivision (PIN 32-04-300-004), provided it is owned by the VILLAGE.
4. The property located east of Dante and adjacent to the I-394 Frontage Road which property is comprised of PINs 32-11-404-016, 32-11-404-019 and 32-11-404-020 provided the property can be acquired by the VILLAGE.
5. The property located west of I-394 and south of Glenwood-Dyer Road which is comprised of PINs 32-11-400-006; 32-11-400-007; 32-11-400-008; and 32-11-400-009, but only to the extent this property can be marketed and developed with the agreement of any entity that has any option on said property.

6. The Village owned property known by PINs: 32-03-322-003 and 32-03-322-004 (previous known as the Annie Lee property).

7. The Village owned property on Holbrook Road east of the Among Friends facility known as PIN 32-09-101-036.

The goal of this Agreement, as amended, is for the Consultant to identify a purchaser/developer for the above “Additional Properties” that will obtain ownership and redevelop said “Additional Properties” with a commercial use that is acceptable to the VILLAGE.

During the term of this Agreement, as amended, VILLAGE engages Consultant, and Consultant agrees to serve VILLAGE, as an independent contractor in the role of an independent consultant. Consultant will be available to work at reasonable times, and for reasonable periods of time, to perform consultation, as the VILLAGE requires. Consultant will travel on the business of VILLAGE whenever reasonably requested to do so provided that travel is not unreasonably burdensome. Consultant must generally endeavor to improve the business of VILLAGE during the term of this Agreement.

2. Amendment to Section 2 of the Agreement, titled Term.

Section 2 of the Initial Agreement shall be amended and following its amendment shall state in its entirety as follows:

The term of this Agreement, as amended, shall be extended to June 30, 2021, upon which the VILLAGE, in its sole discretion, reserves the right to make additional extensions. The term of this Agreement, as amended, will for the Subject Property or for any one of the Additional Properties expire upon the earlier of either: (1) the delivery of the aforementioned land site to a land user and/or developer or, (2) June 30, 2021; or (3) any later date as approved by the VILLAGE in any subsequent amendment. This Agreement can also be terminated by either party upon a 30-day advance written notice of to the other party.

3. Amendment to Section 3 of the Agreement, titled Compensation.

Section 3 of the Initial Agreement shall be amended and following its amendment shall state in its entirety as follows:

Village of Glenwood

New Zoning Ordinance Section 7.06

A. Definitions: The following terms as set forth in this Section 7.06 shall be defined as follows:

"Adult Use Dispensing Organization Licensee" means a holder of a license issued by the Illinois Department of Financial and Professional Regulation that permits a person/entity to act as a dispensing organization under this Cannabis Regulation and Tax Act, 410 ILCS 705/1 *et.seq.*, as amended from time to time and the administrative rule and regulations promulgated in furtherance of the Cannabis Regulation and Tax Act.

"Cannabis" has the definition set forth in the Cannabis Regulation and Tax Act, 410 ILCS 705/1 *et.seq.*, as amended from time to time.

B. **Special Use.** There shall be no more than one (1) Adult Use Dispensing Organization Licensee located within the corporate limits of the Village of Glenwood. The retail sale of cannabis by an Adult Use Dispensing Organization Licensee shall only be allowed as a special use in the following locations:

1. On property zoned within the B-2 Zoning District that is north of Strieff Lane and South of Arquilla Lane that is not greater than 500 feet from the Halsted right-of-way.

C. **Special Use Criteria.** In addition to satisfying all general special use criteria of Section 13.10(E) of the Zoning Code, an Adult Use Dispensing Organization Licensee seeking a Special Use located within the corporate boundaries of the Village of Glenwood must also demonstrate its compliance with, and at all times comply with all the following:

1. The location must not be within 1,500 feet of any pre-existing location of any other "Adult Use Dispensing Organization Licensee" as required by the Cannabis Regulation and Tax Act (the "Act").
2. At least 75% of the entire tenant or building space used by the Adult Use Dispensing Organization Licensee shall be devoted to the business of the Licensee as authorized by the Cannabis Regulation and Tax Act, 410 ILCS 705/1 *et.seq.*, as amended from time to time and the administrative rule and regulations promulgated in furtherance of the Cannabis Regulation and Tax Act. The cannabis products sold may not be cultivated, processed, or manufactured within the location.
3. A licensee shall not allow anyone into the premises who is not at least 21 years of age. No person under 21 years of age shall be employed by the licensee.

4. Smoking, use or ingestion of cannabis in any form shall not be permitted on the premises. A sign of at least 8.5 by 11 inches shall be posted in at least 2 conspicuous places inside the facility visible to customers which states: "Use or Consumption of Cannabis on this property is strictly forbidden."
5. Food shall not be sold for consumption on the premises.
6. All product storage, display, and sales must be conducted within an enclosed building. Sales must be conducted in person on the premises. Drive through facilities are prohibited. No products can be delivered. Dispensing product through vending machines is not allowed.
7. The location must at all times be operated in compliance with the Cannabis Regulation and Tax Act, as amended from time to time and the administrative rules and regulations promulgated in furtherance of the Act.
8. The hours of operation shall not exceed those set forth in the Act, which are 6:00 a.m. to 10:00p.m.
9. No products sold shall be visible from the exterior of the location.
10. The facility shall not be operated when less than 2 employees are present.
11. The odor of cannabis or of any cannabis infused products shall not be detectable on the exterior of the facility.
12. The sale of live plant material shall not be allowed.
13. Compliance with all the requirements of the B-2 zoning district in which the facility is located, including compliance with all parking requirements.
14. No portion of the exterior of the location shall contain any spot lights, flashing lights, search lights, or any similar lighting system.
15. All signage and advertising shall comply with the requirements of 410 ILCS 705/55-20. Prohibited advertising shall include but not necessarily be limited to advertising which:
 - a) Is false or misleading;
 - b) Promotes over consumption of cannabis or cannabis products;
 - c) Depicts the actual consumption of cannabis or cannabis products;

- d) Depicts any person under 21 years of age consuming cannabis;
 - e) Makes any health, medicinal or therapeutic claims about cannabis or any cannabis product;
 - f) Includes the image of a cannabis leaf or bud; or
 - g) Includes any image designed to appeal to minors, including cartoons, toys, animals, or children, or any other likeness to images, characters, or phrases that is designed in any manner to be appealing to or encourage consumption by persons under 21 years of age.
16. No licensee shall place, maintain or cause to be placed or maintained, an advertisement of cannabis or a cannabis product in any form or through any medium:
- a) Within 1,000 feet of the perimeter of school grounds, a playground, a recreation center or facility, a child care center, a public park or a public library, or a game arcade to which admission is not restricted to persons 21 years of age or older;
 - b) On or in a public transit vehicle or public transit shelter; or
 - c) On or in publically owned or publically operated property.
17. Compliance with an operation plan that includes the following:
- a) A customer sales area located behind a locked door into which customers must be buzzed into only after their identification is checked and it is determined the customer is at least 21 years of age. The age of the purchaser shall be verified by a government issued identification card and the use of an electronic reader or electronic scanning device.
 - b) Monitoring by video surveillance of the customer entrance area, parking area, sales area, back rooms, storage areas, delivery and loading bay areas and any other exterior doors. The video surveillance must be capable of being reviewed live by agents and employees of the licensee and must be continually recorded in a tamper proof format. The recordings must be maintained for a period for at least 30 days. The licensee shall make the recordings available to the Village's Superintendent of Public Safety or his/her designee upon request for the purpose of conducting criminal investigations and to ensure compliance with the location's operational plan, the Act, as well as all related regulations. Operation of the facility is prohibited if the video surveillance equipment is not operable. All areas viewed by video surveillance must be sufficiently illuminated.

- c) The posting and maintenance of a sign in a prominent location which states the following: “This area is under live/recorded video surveillance to aid in the prosecution of any crimes committed against this facility or its patrons.”
- d) Burglar and panic alarms with a connection to the Village’s 911 provider.
- e) A method to prevent long lines at the location and congestion during peak demand periods by the utilization of texting, an appointment system and/or mobile applications to notify customers when they may enter the facility.
- f) Information required by the State for each sale must be entered into the State’s cannabis electronic verification system. Each item of cannabis, cannabis concentrate, or cannabis infused product must be separately identified by quantity and price on the receipt. Operation of the facility is prohibited if: (1) point of sale equipment is inoperative; or (2) if the State’s cannabis electronic verification system is inoperative.
- g) The method for the disposal of any cannabis products that are not sold that adheres to State law and regulations.

D. **Special Use Application.** An application for a special use under this Section 7.06 shall include all of the following information:

1. A Site plan showing the location of all buildings, building entrances, parking areas and spaces, public and private sidewalks, adjacent streets and surrounding property uses;
2. Building elevations;
3. Lighting plan;
4. Signage plan;
5. An operational plan meeting the requirements of Section 2;
6. An interior floor plan showing the sales area, the purchase area, storage area, delivery area, and the area where identification is checked to determine the customer’s age; and
7. Any other documentation necessary to show compliance with any of the requirements of Section 2.

VILLAGE OF GLENWOOD

ORDINANCE 2020 - _____

**AN ORDINANCE AMENDING SECTION 38-32 OF THE VILLAGE OF
GLENWOOD'S CODE OF ORDINANCES**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
OF GLENWOOD THIS 7TH DAY OF JULY 2020**

Published in pamphlet form
By authority of the President
And Board of Trustees of the
Village of Glenwood,
this 7th day of July, 2020

ORDINANCE 2020 - _____

**AN ORDINANCE AMENDING SECTION 38-32 OF THE VILLAGE OF
GLENWOOD'S CODE OF ORDINANCES**

WHEREAS, the Village of Glenwood is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970;

WHEREAS, except as otherwise limited by Section 6 of Article VII of the Illinois Constitution of 1970, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare;

WHEREAS, the Corporate Authorities of the Village find that it is in the best interest of the health and welfare of the Village to amend Section 38-32 of its Code of Ordinances to add a new subparagraph 2(f) addressing noises made by vehicle sound systems; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glenwood, pursuant to its Home Rule powers, as follows:

SECTION 1: Recitals.

The above recitals are a material part of this Ordinance and are incorporated into this Section as if they were fully set forth herein.

SECTION 2: Amendment to Section 38-32 of the Code of Ordinances.

Section 38-32 of the Village of Glenwood's Code of Ordinances is herein amended and restated to provide in its entirety as follows:

Sec. 38-32. - Enumeration of prohibited noises.

The following are hereby declared to be excessive, disturbing, loud and unnecessary noises in violation of this article; however, such enumeration shall not be deemed to be exclusive, namely:

(1) *Radio, television sets, musical instruments and similar devices.* The playing, using, operating or permitting to be played, used, or operated, any radio, musical instrument, phonograph, television or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for the convenient hearing of the persons who are in the room, chamber, vehicle or outdoor area within the village in which or where such machine or device is played, used or operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device between the hours of 10:00 p.m. and 7:00 a.m. from Sunday evening through Friday morning and between 11:00 p.m. and 7:00 a.m. from Friday evening through Sunday morning and on those evenings preceding national holidays and legal school holidays enumerated in 105 ILCS 5/24-2, in such manner as to be plainly audible at a distance of 50 feet from the location of such set, instrument or device, shall be prima facie evidence of a violation of this article.

(2) *Motor vehicles.*

(a) *Horns, signaling devices:* The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place of the village, except as a danger warning; the creation by means of any such signaling device of any unreasonable loud or harsh sound; the sounding of any such device for an unnecessary and unreasonable period of time; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason held up.

(b) *Exhaust system:* The discharge into the open air within the village of the exhaust of any steam engine, gasoline engine, stationary internal combustion engine or other kind or type of engine, motor boat or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(c) *Defect in vehicle or load:* The use within the village of any weapon, automobile, motorcycle, truck, cart or any other vehicle, so out of repair or loaded in such manner or with material of such nature as to create loud and unnecessary grating, grinding, rattling or other noises.

(d) *Tires:* The operating of a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching, or other such noise from the tires in contact with the ground because of rapid acceleration or excessive speed turning corners or other such reason.

(e) *Construction, repair of buildings:* The use of any hammer, derrick, hoist tractor, roller, pile driver, shovel or other mechanical apparatus operated by fuel or electric power in building or construction operations other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturdays, except in case of urgent necessity in the interest of public health and safety, then only with written permission from the code enforcement officer, which permission may be granted for a period not to exceed three days or less while the emergency continues. If the code enforcement officer should determine that the public health and safety will not be impaired by such acts and if it shall further be determined that loss or inconvenience would result to any party in interest, such official may grant permission for such work to be done, other than within the hours of 7:00 a.m. and 9:00 p.m. upon application.

(f) *Vehicle sound systems.* No driver of any motor vehicle within the village shall operate or permit the operation of any sound amplification system that can be heard outside the vehicle from 75 or more feet when the vehicle is being operated on a village street, unless the system is being operated to request assistance or warn of a hazardous situation. This section does not apply to authorized emergency vehicles or vehicles engaged in permitted advertising.

(3) *Animals, birds, etc.* The keeping of any such animal or bird shut up or tied up in any yard, enclosure, house or other place within the village, which by barking, howling, crying, singing or causing frequent or long continued noise, shall disturb the comfort or repose of persons in the vicinity.

(4) *Lawn care equipment.* The use of any mower, hedge cutter, edger or chain saw other than between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday, and between 10:00 a.m. and 10:00 p.m. on Sundays and holidays.

SECTION 3: Home Rule.

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

SECTION 4: Validity.

If any Article, paragraph, clause or provision of this ordinance shall be held to be invalid the invalidity thereof shall not affect the remaining provisions of this ordinance.

SECTION 5: Repeal.

All Ordinances or parts of Ordinances thereof in conflict with this ordinance are hereby repealed to the extent of any such conflict.

SECTION 5: Effective date.

This Ordinance shall be effective immediately upon its passage and approval and shall subsequently be published in pamphlet form.

PASSED by roll call vote this 7th day of July, 2020.

VOTING AYES: _____

VOTING NAY: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this 7th day of July, 2020.

Ronald J. Gardiner, Village President

ATTEST:

Dion Lynch, Village Clerk

Village of Glenwood
POLICIES AND PROCEDURES
FOR
QUALIFICATION BASED SELECTION (QBS)

Whenever the Village of Glenwood receives Federal funds that are to be used to fund engineering and design related consultant services, these policies and procedures for Qualification Based Selection (QBS) are to be followed. The primary purpose of the QBS process is to locate the most qualified consultant to do the work and negotiate a fair and equitable professional services agreement. Current Federal regulations require consultant selection to follow the QBS process for agreements for services of a certain estimated amount; this amount is the lesser of \$150,000 or the State-specified limit. In the State of Illinois, the limit on agreements is currently \$25,000 (50 ILCS 510/8), and therefore agreements estimated by the Village of Glenwood to be above \$25,000 must follow these QBS Policies and Procedures, which meet the requirements of 23 CFR 172 and the Brooks Act. Furthermore, these policies and procedures substantially follow Section 5-5 of the Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets (BLRS) Manual – specifically Sub-Section 5-5.06(e) – and therefore approval of these Policies and Procedures by IDOT is not required.

1. Initial Administration

Village of Glenwood QBS Policies and Procedures assign responsibilities to the Mayor within the Village of Glenwood organization for the procurement, management and administration for professional consultant services.

2. Project Description

The Village of Glenwood will use the following five items as guidelines when developing the project description; which may include additional items when unique circumstances exist:

- General description of the need, purpose, and objective of the project;
- Identification of the various project components;
- The desired timetable for the effort;
- Identification of any expected problems; and,
- Anticipated total project construction budget.

3. Public Notice

The Village of Glenwood will advertise a public notice for a Request for Qualifications (RFQ) at least 14 calendar days prior to the acceptance of proposals. The public notice will state whether or not an interview will not be required. The announcement will be posted on continuous display on the official Village of Glenwood website <http://www.villageofglenwood.com/> and/or published as an advertisement in a newspaper with appropriate circulation. Newspaper advertisements will be published a minimum of

two times with the first advertisement occurring a minimum of 14 calendar days prior to the acceptance of proposals.

4. Conflict of Interest

The Village of Glenwood requires consultants to submit a Potential Conflict of Interest disclosure statement with their Statement of Qualifications (SOQ) that address each of the following:

- The requirement that no Village of Glenwood elected official, officer, or employee who participates in the procurement, management or administration of engineering services contracts or subcontracts shall have, directly or indirectly, any financial or other interest in connection with such engineering contracts or subcontracts.
- The requirement that no person or entity performing services for Village of Glenwood shall have, directly or indirectly, any financial or other interest in any real property acquired for the project.

5. Suspension or Disbarment

The Village of Glenwood requires the consultant to certify that the firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180. To ensure the eligibility of firms short-listed and selected for projects, the Village of Glenwood may also check the System for Award Management Exclusions (SAM Exclusions) and/or the websites of the IDOT Chief Procurement Office (CPO).

6. Evaluation Factors

The Village of Glenwood allows the Mayor Ronald Gardiner, Mr. Dion Lynch, Village Clerk, and Director of Public Works, Mr. Harrison Maddox, to set the evaluation factors for each project, but must include a minimum of five criteria and stay within the established weighting range. The combined rating factor for Disadvantaged Business Enterprise (DBE) plus Local Presence may not comprise more than ten percent (10%) where Federal funds are used. Attachment A represents typical evaluation factors and weightings.

7. Selection

The Village of Glenwood requires a minimum two-person committee, and the selection committee members will be project specific. The selection committee members must certify that they do not have a conflict of interest. The Village of Glenwood requires each member of the selection committee to provide an independent score for each Statement of Qualifications using a form similar to Attachment A prior to the selection committee meeting.

The selection committee members' scores are averaged to obtain a committee score which is used to establish rankings. If prior to the issuance of the Request for Qualifications (RFQ) it was determined that consultant interviews are to be conducted, then a shortlist of the three highest-ranked firms will be contacted, and interviews shall be conducted to establish the preferred firm and initiate negotiations. The selection committee may choose to expand the shortlist to include more than three firms. If consultant interviews were not identified, then the selection team shall initiate negotiations with the highest-ranked firm. If fewer than three qualified consultants responded and the Village of Glenwood

determines that one or both are so qualified, IDOT approval is required prior to proceeding with negotiations of a contract.

8. Independent Estimate

The Village of Glenwood will prepare an independent, in-house estimate for the project prior to contract negotiations. The estimate will be used as a guideline during the negotiation process.

9. Contract Negotiation

The Village of Glenwood requires a minimum two-person team to negotiate with firms. The team will consist of the Mayor plus others so designated for each specific project. Members of the negotiation team may also delegate this responsibility to other staff members.

10. Acceptable Costs

The Village of Glenwood requires the Mayor to review the accuracy of the negotiated costs and to forward to IDOT for their review and assurance that the consultant's contract complies with the Federal cost principles.

11. Invoice Processing

The Village of Glenwood requires the Mayor, or other staff so delegated, to review and approve all invoices prior to payment and submission to IDOT for reimbursement.

12. Project Administration

The Village of Glenwood requires the Mayor or other staff so delegated for specific projects, to perform the following administrative duties:

- Monitor the consultant's work and compliance with the contract; including the preparation of consultant performance evaluations at the close of the project and maintaining such evaluations on file;
- Close-out the contract; and,
- Retain supporting programmatic and contract records.

PUBLIC NOTICE

VILLAGE OF GLENWOOD

REQUEST FOR QUALIFICATIONS

INTERSECTION RECONSTRUCTION – CHICAGO HEIGHTS-GLENWOOD ROAD AT 187TH STREET

The Village of Glenwood is requesting Statements of Qualifications (SOW) from IDOT-prequalified engineering firms for Phase II – Design Engineering Services, and Phase III – Construction Engineering, for the intersection of Chicago Heights-Glenwood Road and 187th Street, in the Village of Glenwood. This project is being federally funded, and therefore, consultant selection will be in accordance with the Qualification Based Selection (QBS) guidelines in the Brooks Act (40 USC 11) and the Federal Highway Administration (FHWA) requirements for Procurement, Management, and Administration of Engineering and Design Related Services (23 CFR 172). Consultant interviews will be conducted. Consultants will be evaluated in the following areas:

1. Firm's Experience;
2. Team's Experience and Qualifications, including Subconsultants;
3. Key Personnel Expertise / Past Performance, including Subconsultants;
4. Technical Approach to Project and
5. Local Presence.

One (1) paper copy and an electronic copy of the responding firm's Statement of Qualification are to be submitted no later than 4:00 PM on 07/31/2020. A copy of the full Request for Qualifications can be obtained by contacting Mr. Dion Lynch, Village Clerk at dlynch@villageofglenwood.com or (708) 753-2400.

REQUEST FOR QUALIFICATIONS

Chicago Heights–Glenwood Road at 187th Street Intersection Improvement Section 11-00052-00-CH 07/07/2020

The Village of Glenwood invites Statements of Qualifications from Illinois Department of Transportation (IDOT) pre-qualified engineering firms to assist the Village in completing professional engineering services for Phase II – Design Engineering and Phase III – Construction Engineering for the intersection improvement of Chicago Heights-Glenwood Road at 187th Street. This project is being Federally funded with Surface Transportation Urban (STU) funds through the South Suburban Mayors and Managers Association (SSMMA). Therefore, this consultant selection will be in accordance with the Qualification Based Selection (QBS) guidelines in the Brooks Act (40 USC 11) and Federal Highway Administration (FHWA) requirements for Procurement, Management and Administration of Engineering and Design Related Services (23 CFR 172).

PROJECT OVERVIEW

The purpose of the improvement is to reconstruct the legs of the intersection at Chicago Heights-Glenwood Road and 187th Street. The improvements include asphalt pavement removal and replacement, re-profiling, concrete curb and gutter removal and replacement, culvert and storm sewer removal and replacement, restorations, pavement markings and all incidental and collateral work necessary to complete the project. This project is planned for a November 2021 letting through the Illinois Department of Transportation with construction scheduled for completion in the 2022 construction season. The programmed construction budget for this improvement is \$4,000,000.

STATEMENT OF QUALIFICATIONS

Statements of Qualifications (SOQ) will be accepted until **4:00 pm on 07/31/2020**. Late submittals will not be considered. One (1) hard copy and an electronic copy of the SOQ need to be submitted to:

Dion Lynch
Village Clerk
One Asselborn Way
Glenwood, IL 60425

SOQs should be succinct, without generic brochure materials, and should address the following:

1. **Firm Experience and Qualifications:** Include general background of firm, experience, and expertise. Also include the identification, experience, and qualifications of subconsultants who will work on the project.
2. **Project Understanding and Approach:** Demonstrate a clear understanding of the scope of services. Provide a description of the firm's familiarity with similar projects and the project funding source. Describe any key elements expected to play a meaningful role in the project.
3. **Past Performance:** Provide a description of similar projects completed by the firm within the last ten (10) years, including client references who can attest to the firm's performance.
4. **Project Schedule**
5. **Resumes:** Attach resumes of key personnel who will work on the project; limited to two pages each.

EVALUATION CRITERIA

- | | |
|--|-----|
| 1. Firm Experience | 25% |
| 2. Team’s Experience and Qualifications, including Sub-consultants | 20% |
| 3. Key Personnel Expertise/Past Performance: | 20% |
| 4. Technical Approach to Project: | 25% |
| 5. Local Presence: | 10% |

CERTIFICATIONS

Provide a statement that certifies to the following:

- That no Village of Glenwood elected official, officer, or employee who participates in the procurement, management or administration of engineering services contracts or subcontracts has, directly or indirectly, any financial or other interest in connection with the proposed engineering contracts or subcontracts.
- That no person or entity performing services for the Village of Glenwood has, directly or indirectly, any financial or other interest in any real property to be acquired for the project.
- The firm has no suspension and debarment actions as specified in State of Illinois regulation 2 CFR Part 1200 and 2 CFR Part 180.

SELECTION

Upon receipt of the SOQs, the Village of Glenwood will evaluate and rank each submittal using the previously detailed Evaluation Criteria. The Village of Glenwood will select the three (3) highest ranked firms deemed the most qualified for the project and notify all applicants. Consultant interviews will be performed for this project. The Village of Glenwood will then contact the highest-ranked firm to negotiate the scope of services and contract fee. Should the Village of Glenwood and highest-ranked firm be unable to reach an agreement regarding the terms of a contract, the Village of Glenwood may initiate into negotiations with the second ranked consultant, and so on until an agreement is reached with a qualified firm.

A copy of the approved Phase I Report has been completed and is available for review at the Village Hall/Clerk’s Office. Questions regarding the project and SOQ process should be directed to Dion Lynch, the Village of Glenwood Village Clerk, via email at dlynch@villageofglenwood.com or phone at (708) 753-2400.